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**Comptroller General
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**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: Belzon, Inc.

File: B-404416; B-404416.2; B-404416.3

Date: February 9, 2011

Jerome S. Gabig, Jr., Esq., Sirote & Permutt, for the protester.
Tina M. Pixler, Esq., David S. Watson, Esq., Department of the Army, for the agency.
Matthew T. Crosby, Esq., and Sharon L. Larkin, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Agency's evaluation of quotations and its selection of a lower-rated, lower-priced quotation for award, in a procurement where technical considerations were more important than price, were unobjectionable where the evaluation was reasonable, consistent with the solicitation's terms, and supported by the record.

DECISION

Belzon, Inc., of Huntsville, Alabama, protests the issuance of a task order to Millennium Systems Services, Inc., also of Huntsville, Alabama, pursuant to request for quotations (RFQ) No. 2010L-25, issued by the Department of the Army, Army Contracting Command, for professional services to support the Aviation and Missile Command's (AMCOM's) use of performance-based logistics (PBL) concepts. Belzon contends that the agency's evaluation of Millennium's quotation and the agency's best value determination were flawed in various respects.

We deny the protest.

BACKGROUND

Several years ago, the Army established the Expedited Professional and Engineering Support Services (EXPRESS) blanket purchase agreement (BPA) program to procure advisory and assistance services. Contracting Officer's Statement at 1. Under the program, BPAs were issued pursuant to Federal Acquisition Regulation (FAR) subpart 8.4 to teams of contractors that offer professional and technical services through various General Services Administration (GSA) Federal Supply Schedule (FSS) contracts. *Id.* There are four "domains" within the program, each

encompassing a separate professional discipline. The four domains are business and analytical, logistics, programmatic, and technical. Id.

On August 31, 2010, the agency issued the solicitation relevant to this protest to six vendors that hold EXPRESS logistics domain BPAs. Id. The solicitation sought professional services in support of AMCOM's use of the PBL method of contracting.¹ Performance Work Statement (PWS) § 1.0. Vendors were to quote fixed hourly rates for four labor categories specified in the solicitation. RFQ at 1-2. The successful vendor was to be awarded a task order with a base period of 9 months and an option period of up to 60 months beyond the date of task order award.² Id.

Among other things, the solicitation's scope of work included assistance with or performance of logistics analyses related to systems that "may include but are not limited to any aviation or missile system." PWS § 2.1. The scope of work also included identification, analysis, and evaluation of PBL concepts in connection with "programs and projects [that] may include any Department of Defense weapon or support system but will usually be limited to aviation and missile systems i.e., Patriot, Apache, Apache Sensors, Sentinel, etc." Id. § 2.2.

The solicitation announced four evaluation criteria: experience, functional approach, price, and socio-economic support. RFQ Evaluation Criteria at 1. The relative importance of the evaluation criteria was explained as follows:

Experience and Functional Approach are the most heavily weighted criteria and are approximately equal. Experience and Functional Approach, individually, are significantly more important than Price. Price is slightly more important than Socio-Economic Support. Socio-Economic Support is considered the least important criteria. Experience and Functional Approach combined are substantially more important than Price and Socio-Economic Support combined.

Id. at 2.

With respect to experience, the solicitation informed vendors that "[t]he government will evaluate the depth and breadth of the offeror's experience in the requirements of

¹ The PBL method of contracting involves the use of concepts that are aimed at lowering system life cycle costs. PWS § 1.0.

² The solicitation provided estimated labor hours for both the base period and the option period. RFQ at 2. Vendors were permitted to adjust the labor hours estimated for the base period based on their approach. Id. Vendor pricing was to be calculated by multiplying the quoted labor rates by the estimated labor hours. RFQ Evaluation Criteria at 1.

the task order [PWS].” Id. at 1. The solicitation instructed vendors to submit up to three examples of “experience in support of all aspects of the proposed [PWS].” Id. at 3. For each example, vendors were to identify “the contract/task order number, period of performance, and whether performed by the prime, team member and/or subcontractor.” Id.

With respect to functional approach, vendors were to “provide a complete, clear and accurate description of the approach to accomplish each of the requirements of the [PWS].” Id. In describing their functional approach, vendors also were to include “a summary of the proposed numbers of hours by labor category for the prime, subcontractor(s), and/or team member(s)” Id.

With respect to socio-economic support, the solicitation announced that “[t]he Government will evaluate the extent of the offeror’s support of small business/socio-economic programs” and that “[t]he evaluation will also consider whether the offeror proposes a majority of the effort to be performed by small business.” Id. at 1.

The agency received six quotations by the solicitation’s closing date, including quotations submitted by Belzon and Millennium. Contracting Officer’s Statement at 1. Belzon’s quotation stated that Belzon is a service-disabled, veteran-owned small business (SDVOSB) and quoted a price of \$12,727,863.58 for the combined base and option effort. Agency Report (AR), Tab N, Belzon Quotation, Part III, Price, at 7, 10. Belzon’s quotation provided one example of relevant experience: a group of EXPRESS logistics BPA task orders under which Belzon provided PBL-related services to AMCOM. Id. Part II, Technical, § 4.0. Belzon’s approach did not involve the use of any team members or subcontractors. Id. Part III, Price, at 10.

Like Belzon’s quotation, Millennium’s quotation stated that Millennium is an SDVOSB. AR, Tab M, Millennium Quotation, Part B, Price, § 9.1. Millennium quoted a price of \$11,602,682.78 for the combined base and option effort. Id. § 2.0. Millennium’s approach involved the use of two team members: a veteran-owned small business that was to perform approximately [deleted] percent of the effort; and a large business that was to perform approximately [deleted] percent of the effort. Id. § 9.1.

Millennium’s quotation provided three examples of relevant experience. The first was a subcontract under which Millennium’s large business team member provided PBL-related services to the Ground-Based Midcourse Defense (GMD) Joint Program Office (JPO). Id. Part A, Functional Approach and Experience, § 3.0. The second example was a subcontract under which Millennium’s large business team member provided PBL-related services to the Army’s Program Executive Office, Aviation. Id. The third example was a subcontract under which Millennium provided logistics support services to AMCOM’s Aviation Field Maintenance Directorate. Id.

Millennium’s quotation also included a “Risk Management Matrix” that listed three potential risks associated with the contemplated effort, including a “medium” risk identified as “Shortage of Qualified Personnel.” Id. § 2.3. The matrix described specific measures by which the Millennium team would mitigate each risk. Id. Regarding the potential shortage of qualified personnel, the matrix stated that the Millennium team would [deleted]. Id.

An agency evaluation team was convened and evaluated the six quotations. The team assigned ratings to each quotation under the experience, functional approach, and socio-economic support evaluation criteria.³ See Contracting Officer’s Statement at 2-3; AR, Tabs D to I, Belzon and Millennium Evaluations. The Belzon and Millennium quotations received the following ratings:

	Belzon	Millennium
Experience	Outstanding	Outstanding
Functional Approach	Outstanding	Very Good
Socio-Economic Support	Outstanding	Outstanding

AR, Tabs D to I, Belzon and Millennium Evaluations; Tab 3, Source Selection Decision, at 1.

The evaluation team also documented specific strengths and weaknesses of vendor quotations. Both Belzon’s and Millennium’s quotations received strengths in the areas of experience and functional approach. AR, Tabs D, E, G, H, Belzon and Millennium Experience and Functional Approach Evaluations. Neither Belzon’s nor Millennium’s quotation received any weaknesses with respect to experience. AR, Tabs D and G, Belzon and Millennium Experience Evaluations. Belzon’s quotation also did not receive any weaknesses with respect to functional approach. AR, Tab G, Belzon Experience Evaluation. Millennium’s quotation, however, received one weakness in this area on the basis that the quotation did not fully describe how Millennium’s team members would be utilized. AR, Tab E, Millennium Functional Approach Evaluation, at 2, 5. Notwithstanding this weakness, the evaluation team determined that Millennium’s functional approach posed “little to no risk” to the government because, among other reasons, the quotation indicated that Millennium holds an International Standardization Organization (ISO) certification for quality

³ The ratings were outstanding, very good, satisfactory, or marginal. For each of the experience, functional approach, and socio-economic support evaluation criteria, the agency’s internal evaluation worksheets provided definitions for the ratings. AR, Tabs D to I, Belzon and Millennium Evaluations.

management systems.⁴ Id. at 4; see also AR, Tab M, Millennium Quotation, Part A, Functional Approach and Experience, §§ 1.2, 2.1.

A source selection authority (SSA) reviewed the quotations, the evaluation ratings, and the evaluation team's findings. Contracting Officer's Statement at 5; AR, Tab 3, Source Selection Decision, at 1. The SSA observed that Belzon's price represented a 9.2 percent premium over Millennium's price. AR, Tab 3, Source Selection Decision, at 1. The SSA determined that Millennium's quotation offered the "best value" to the government because paying the price premium associated with Belzon's quotation was not justified given that Millennium's functional approach—the sole area in which Millennium's quotation received a lower rating than Belzon's quotation—was a "low risk for the Government." Id.

After the agency's selection of Millennium for award, Belzon received a written debriefing. This protest followed.

DISCUSSION

Belzon challenges the agency's evaluation of Millennium's quotation and its best value determination on numerous grounds. Based on our review of the record, we find that none of Belzon's arguments has merit.

Evaluation of Millennium's Experience

Belzon contends that the agency unreasonably assigned Belzon and Millennium equally high ratings in the area of experience. Comments at 6-8. Belzon asserts that as the "*de facto* incumbent," Belzon had experience with every aspect of the PWS, including the four weapon systems referenced in the solicitation. Id. at 6. In contrast, Belzon complains, Millennium's quotation does not demonstrate experience with any of those four weapons systems. Id. Belzon also maintains that the agency should have discounted the Millennium team's experience with the GMD JPO because, according to Belzon, support for GMD is significantly different than support of the aviation and missiles systems fielded by AMCOM. Id. at 7.

Where, as here, an agency issues an RFQ to GSA FSS contractors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. Digital Solutions, Inc., B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; DEI Consulting;

⁴ Millennium's quotation also received three strengths in the area of functional approach, including a strength based on the evaluators' view that Millennium's risk mitigation matrix and Millennium's compliance with the ISO management standard reflected a proactive management stance. AR, Tab E, Evaluation of Millennium Functional Approach, at 4-5.

B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. In reviewing a protest challenging an agency's evaluation of vendor quotations, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. Digital Solutions, Inc., supra, at 4; OPTIMUS Corp., B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester's mere disagreement with the agency's judgment does not establish that an evaluation was unreasonable. DEI Consulting, supra.

Here, the record shows that the agency's determination to assign equal experience ratings to the Belzon and Millennium quotations was neither unreasonable nor inconsistent with the terms of the solicitation. Belzon's quotation included one example of relevant experience, whereas Millennium's quotation included three examples of relevant experience. AR, Tab N, Belzon Quotation, Part II, Technical, § 4.0; AR, Tab M, Millennium Quotation, Part A, Functional Approach and Experience, § 3.0. After reviewing Millennium's quotation, the agency evaluators documented their determination that Millennium's examples illustrated experience to support all tasks required by the PWS. AR, Tab D, Millennium Experience Evaluation, at 1-3. The protester's argument that its experience as a "*de facto* incumbent" is entitled to greater weight than the experience of the Millennium team amounts to mere disagreement with the agency's evaluation, which does not render it unreasonable. Moreover, the solicitation neither required experience with the four weapon systems referenced in the solicitation, nor limited the scope of work to AMCOM-specific aviation and missile systems. Rather, the solicitation's scope of work encompassed systems that "may include but are not limited to any aviation or missile system" and "programs and projects [that] may include any Department of Defense weapon or support system."⁵ PWS §§ 2.1, 2.2. Belzon does not assert, and the record does not show, that GMD and the other systems discussed in the experience section of Millennium's quotation are not Department of Defense aviation or missile systems.

Belzon also contends that the agency's evaluation was unreasonable because each example of experience in Millennium's quotation involved work performed by a Millennium team member as a subcontractor, whereas the example of experience in Belzon's quotation involved work that Belzon performed as a prime contractor. Comments at 7. Belzon further challenges the evaluation on the basis that the agency attributed too much weight to the experience of Millennium's large business team member. Supp. Protest at 3. In this regard, Belzon points out that two of the three experience examples in Millennium's quotation involved work performed by Millennium's large business team member, yet Millennium's quotation contemplated

⁵ Belzon's argument hinges upon the later provision of the solicitation, which goes on to state that the programs and projects "will usually be limited to aviation and missile systems i.e., Patriot, Apache, Apache Sensors, Sentinal, etc." PWS § 2.2.

that that team member would perform only approximately [deleted] percent of the effort.⁶ Id.

Where a solicitation does not provide otherwise, an agency properly may consider a vendor's experience as a subcontractor in its evaluation of experience and past performance. See Divakar Tech., Inc., B-402026, Dec. 2, 2009, 2009 CPD ¶ 247 at 5; Synergetics, Inc., B-299904, Sept. 14, 2007, 2007 CPD ¶ 168 at 3; Rodgers Travel, Inc., B-291785, Mar. 12, 2003, 2003 CPD ¶ 60 at 4-5. Further, an agency may base its evaluation of corporate experience on the experience of a vendor's subcontractors when the subcontractors are to do the work to which the experience is applicable, so long as the solicitation allows for the use of subcontractors and does not prohibit the consideration of a subcontractor's experience in the evaluation. See Kellogg Brown & Root Servs., B-298694.7, June 22, 2007, 2007 CPD ¶ 124 at 12; Roca Mgmt. Educ. & Training, Inc., B-293067, Jan. 15, 2004, 2004 CPD ¶ 28 at 5. Where a solicitation allows for the use of subcontractors and does not prohibit the consideration of a subcontractor's experience in the evaluation, the significance of, and the weight to be assigned to, a subcontractor's corporate experience is a matter of contracting agency discretion. See Loral Sys. Co., B-270755, Apr. 17, 1996, 96-1 CPD ¶ 241 at 5.

Here, the solicitation required vendors to identify whether their examples of experience were "performed by the prime, team member and/or subcontractor." RFQ Evaluation Criteria at 3. Additionally, nothing in the solicitation prohibited the agency from considering a vendor's experience as a subcontractor, nor did the solicitation call for any specific weighting of experience or require that a vendor have experience as a prime contractor in each area of the PWS. Accordingly, we conclude that there is no basis to question the agency's determination to assign Millennium's quotation an outstanding experience rating based on the collective experience of Millennium and its team members as subcontractors.

Evaluation of Millennium's Functional Approach

Belzon contends that the agency should have assigned an additional weakness to Millennium's quotation in the area of functional approach. Second Supp. Protest at 2-3. In this regard, Belzon argues that Millennium's price indicates "considerable risk" that Millennium will be unable to hire qualified personnel to perform the effort

⁶ This arrangement, Belzon argues, is analogous to a "bait and switch" where a vendor receives an unmerited positive evaluation rating for proposing key personnel who will not perform the work. Supp. Comments at 2-3; Comments on Agency Response to GAO Questions at 8-9. We see no validity to this argument given that the record does not contain, and Belzon has not offered, any evidence that Millennium's large business team member will not be available to perform the contract.

because the price was 28 percent lower than the government estimate and 8.8 percent lower than Belzon's price. Id. at 3. Belzon maintains that this risk was "corroborated" when Belzon's president was "made indirectly aware of [Millennium] making employment inquir[ies] to two (2) of Belzon's employees."⁷ Id., exh. 1.

The agency responds that it evaluated Millennium's management approach, including the measures described in the risk management matrix to alleviate a potential shortage of qualified personnel. Second Supp. Agency Memo. of Law at 1-2. The agency further responds that based on this evaluation, and based on the agency's view that the risk mitigation matrix was a strength because it indicated a proactive management stance, the agency determined that Millennium's quotation posed little or no risk to the government. Second Supp. Contracting Officer's Statement at 1; see also AR, Tab E, Evaluation of Millennium Functional Approach, at 4-5.

As an initial matter, the premise of Belzon's argument is that because Millennium's price was 8.8 percent lower than Belzon's price, Millennium intends to pay its personnel less than what Belzon would pay its personnel, and, therefore, Millennium will be unable to hire qualified personnel. Yet there is no indication in Millennium's quotation as to the compensation that Millennium intends to pay its employees. The quotation indicates only the hourly rates for the services to be performed. AR, Tab M, Millennium Quotation, Part B, Price. Thus, there is no evidence in the record (and Belzon offers none) to show that Millennium intends to compensate its employees at rates lower than the rates paid by Belzon. Millennium's lower prices might be due to lower overhead or profit margin, or even to a willingness to take a loss on certain labor categories. See Data Mgmt. Servs. JV, B-299702, B-299702.2, July 24, 2007, 2007 CPD ¶ 139 at 16. Likewise, the allegation, without more, that Millennium made employment inquiries to Belzon personnel does not indicate that Millennium would pay these individuals, if hired, less than their compensation at Belzon. Further, we note that the approach described in Millennium's quotation does not involve the hiring of any of Belzon's workforce.

In any event, Belzon's argument lacks merit because it amounts to an allegation that the agency improperly accepted an unreasonably low price for a fixed-rate task order. There is no prohibition against an agency accepting a low- or below-cost quotation for a fixed-price or fixed-rate task order. See InnovaTech, Inc., B-402415, Apr. 8, 2010, 2010 CPD ¶ 94 at 2, 6 n.8; see also Advanced Tech. Sys., Inc., B-296493.6, Oct. 6, 2006, 2006 CPD ¶ 151 at 4. Allegations that an agency did not appropriately determine whether prices are too low, such that there may be a risk of poor performance, concern price realism. Deco Sec. Servs., B-401024, Apr. 22, 2009, 2009

⁷ With regard to this protest claim, Belzon also argues that the agency improperly failed to appreciate the difference between program risk and business risk. Second Supp. Comments at 2-5. We have considered Belzon's argument, and any distinction between such risks is not relevant to the analysis that follows.

CPD ¶ 104 at 4; Grove Res. Solutions, Inc., B-296228, B-296228.2, July 1, 2005, 2005 CPD ¶ 133 at 4-5. Where, as here, a solicitation contemplates a fixed-price or fixed-rate task order to be issued against a vendor's FSS contracts, and identifies the number of hours involved, the "realism" of a vendor's proposed pricing is not ordinarily considered because the fixed-price or fixed-rate contracting vehicle places the risk and responsibility for contract costs and ensuing profit or loss on the contractor. See Systems, Studies, and Simulation, Inc., B-295579, Mar. 28, 2005, 2005 CPD ¶ 78 at 6; Camber Corp., B-293930, B-293930.2, July 7, 2004, 2004 CPD ¶ 144 at 4. While an agency may elect to perform a realism analysis in connection with the issuance of a fixed-price or fixed-rate task order—in order to assess a vendor's risk or to measure a vendor's understanding of the solicitation's requirements—it need not do so unless required by the solicitation. See Deco Sec. Servs., *supra*; Advanced Tech. Sys., Inc., B-296493.6, Oct. 6, 2006, 2006 CPD ¶ 151 at 4 n.5. Here, the solicitation contemplated the award of a fixed-rate task order. RFQ at 1. Additionally, the solicitation did not provide for a price realism evaluation, and there is no evidence that the agency elected to perform a realism analysis. Accordingly, Belzon's argument that Millennium's price was unreasonably low is without merit.

Belzon argues that our decisions in Health Net Fed. Servs., LLC, B-401652.3, B-401652.5, Nov. 4, 2009, 2009 CPD ¶ 220 and General Dynamics One Source, LLC; Unisys Corp., B-400340.5, B-400340.6, Jan. 20, 2010, 2010 CPD ¶ 45 support the argument that the Millennium's price presents a risk that Millennium will be unable to hire qualified personnel. Second Supp. Protest at 3; Second Supp. Comments at 5. In both of those decisions we found that the agency unreasonably failed to consider whether an offeror's comparatively low labor rates posed a risk to the offeror's proposed plan to hire large numbers of the incumbent workforce. Health Net Fed. Servs., LLC, *supra*, at 24; General Dynamics One Source, LLC; Unisys Corp., *supra* at 17. Unlike the circumstances in those two decisions, here, the approach described in Millennium's quotation does not involve the hiring of any of Belzon's workforce, much less large numbers of Belzon's workforce. Further, unlike the two decisions relied on by the protester, the solicitation here did not provide for—and the agency did not perform—an assessment of price realism. In sum, we see no basis to question the agency's determination that the functional approach described in Millennium's quotation posed little or no risk to the government.⁸

⁸ Belzon also argues that the clause at FAR § 52.222-46, which calls for an offeror to submit, and the government to evaluate, a total compensation plan for proposed personnel, supports Belzon's position that Millennium's price indicates that Millennium will be unable to hire qualified personnel. Comments on Agency Response to GAO Questions at 9. This clause is not germane because, among other reasons, Belzon has not shown, and there is no indication in the record, that it was included in the solicitation.

Evaluation of Millennium's Socio-Economic Support

Belzon contends that the agency unequally evaluated the Belzon and Millennium quotations in the area of socio-economic support. In this regard, Belzon points out that both quotations received a rating of outstanding in this area, yet Belzon's quotation contemplated that a small business would perform the entire effort, whereas Millennium's quotation contemplated that a large business would perform approximately [deleted] percent of the effort. Comments at 10.

The solicitation specified that the evaluation of socio-economic support would consider "the extent of the offeror's support of small business/socio-economic programs" and "whether the offeror proposes a majority of the effort to be performed by small business." RFQ Evaluation Criteria at 1. Millennium's quotation indicated that approximately [deleted] percent of the effort--significantly more than a majority of the effort--would be performed by two small businesses, Millennium and a small business team member. AR, Tab M, Millennium Quotation, Part B, Price, § 9.2. Millennium's outstanding rating in this area thus was not inconsistent with the solicitation's evaluation criteria, and we see no basis to question the agency's determination to assign equally high ratings to two quotations that both provided that small businesses would perform significantly more than a majority of the effort.

Best Value Determination

Finally, Belzon contends that the agency's best value determination was unreasonable because, in Belzon's view, the record does not support the selection of Millennium's lower-rated, lower-priced quotation over Belzon's higher-rated, higher-priced quotation. Comments at 2-3. As a related claim, Belzon argues that the agency failed to consider qualitative differences between the Belzon and Millennium quotations in the areas of experience and functional approach. *Id.* at 6-8. Belzon also complains that the agency made award on a lowest-price, technically acceptable basis instead of a best value basis by according undue weight to Millennium's lower price and minimizing Belzon's higher-rated functional approach. *Id.* at 5. We disagree on all three counts.

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for award on a "best value" basis, 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. InnovaTech, Inc., supra, at 6; The MIL Corp., B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13. The extent to which technical superiority is traded for a lower price is governed only by the test of rationality and consistency with the stated evaluation criteria. InnovaTech, Inc., supra; The MIL Corp., supra. Where a price/technical tradeoff is made, the source selection decision must be documented, and the documentation must include the rationale for any tradeoffs made, including the benefits associated with additional costs. InnovaTech, Inc., supra; Computer Prod., Inc., B-284702, May 24, 2000, 2000

CPD ¶ 95 at 5-6. Even where a solicitation issued under FAR subpart 8.4 emphasizes technical merit over price, an agency properly may select a lower-priced, lower-rated quotation if the agency reasonably concludes that the price premium involved in selecting a higher-rated, higher-priced quotation is not justified in light of the acceptable level of technical competence available at a lower price. George G. Sharp, Inc., B-401077, B-401077.2, Apr. 15, 2009, 2009 CPD ¶ 87 at 6; LEADS Corp., B-311002, B-311002.2, Mar. 26, 2008, 2008 CPD ¶ 86 at 3.

The record here reflects that the evaluators identified and documented—and the SSA considered—specific, individual strengths regarding the experience and functional approaches described in Belzon’s and Millennium’s quotations. See AR, Tab G, Belzon Experience Evaluation, at 1-3; AR, Tab D, Millennium Experience Evaluation, at 1-3; AR, Tab H, Belzon Functional Approach Evaluation, at 1-5; AR, Tab E, Millennium Functional Approach Evaluation, at 1-5; AR, Tab 3, Source Selection Decision, at 1; Contracting Officer’s Statement at 5. The SSA’s source selection decision accurately acknowledges the higher rating that Belzon’s quotation received in the area of functional approach, but concludes that the higher rating does not outweigh Millennium’s price advantage, given that Millennium’s functional approach is “low risk” for the government. AR, Tab 3, Source Selection Decision, at 1. We find that the record adequately supports the agency’s source selection. Further, given the price/technical merit tradeoff made in selecting Millennium’s quotation for award, we see no indication in the record that the agency, in making its source selection, placed undue emphasis on price or made award on a “lowest-price, technically acceptable” basis.

The protest is denied.

Lynn H. Gibson
General Counsel