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Decision

Matter of: Arrington Dixon & Associates, Inc.

File: B-409981; B-409981.2

Date: October 3, 2014

Jonathan D. Shaffer, Esq., Mary Pat Buckenmeyer, Esq., and Zachary D. Prince, Esq., Smith Pachter McWhorter PLC, for the protester. Scott M. McCaleb, Esq., Jon W. Burd, Esq., and Samantha S. Lee, Esq., Wiley Rein LLP, for Cognosante, LLC; and Scott E. Pickens, Esq., and William M. Jack, Esq., Barnes & Thornburg LLP, for SRA International, Inc., the intervenors. Sarah T. Zaffina, Esq., Department of the Interior, for the agency. Nora K. Adkins, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protester's challenge to the agency's price realism analysis of awardees' fixed-price labor rates is denied where the analysis was reasonable and in accordance with the solicitation's evaluation criteria.
 2. Protester's allegation that the agency engaged in unequal exchanges with vendors is denied where our review of the record shows that the exchanges were equal.
 3. Protester's challenge to the agency's evaluation of assumptions made in an awardee's technical quotation is denied where the protester has not demonstrated that the awardee's assumptions took material exception to the solicitation's requirements and the agency reasonably concluded that the awardee had agreed to comply with all the terms and conditions set forth in the solicitation.
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DECISION

Arrington Dixon & Associates, Inc. (ADA), of Washington, D.C., protests the issuance of task orders by the Department of the Interior to Cognosante, LLC, of McLean, Virginia, and SRA, Inc., of Fairfax, Virginia, under request for quotations (RFQ) No. D14PS00172 for call center services. ADA, the incumbent contractor, challenges the agency's evaluation of the quotations, conduct of discussions, and the best value award decision.

We deny the protest.

BACKGROUND

The Department of Interior issued the solicitation on behalf of the U.S. Department of Health and Human Services¹ to vendors listed under the General Services Administration's (GSA) schedule No. 70, category 132-51 (information technology professional services), on April 24, 2014.² The RFQ sought quotes to provide voice and data communications support at the National Institutes of Health (NIH) call center located in Bethesda, Maryland. The solicitation divided the call center services into two task areas: (1) call center services provided at the NIH call center, and (2) call services at the contractor's facility.

The RFQ anticipated the issuance of between one and three task orders for a 1-year base period, and four 1-year options. RFQ at 1. The solicitation advised that the task orders would be awarded on a time-and-materials basis with fixed billing rates to vendors providing the best value to the government considering the agency's evaluation of four factors: (1) personnel qualifications, (2) past performance, (3) management and technical approach, and (4) price. Id. at 15.

The solicitation required vendors to submit their technical quotation in sections, as follows: general information; technical assumptions; technical approach; resumes and letters of commitment; and past performance. Id. at 6-7. As relevant here, the technical assumptions section required vendors to indicate if any assumptions were made regarding their technical approaches. Id. at 8. The solicitation advised that any assumptions considered unacceptable by the agency would result in the vendor being removed from the competition. Id.

With regard to price, the solicitation required vendors to submit the following information in their price quotations: pricing assumptions; a price quote that followed the RFQ's pricing template; and the vendor's GSA schedule. Id. at 11-13. In order to standardize quotations, the solicitation's pricing template identified the labor categories to be utilized for the effort, provided a description of the skills and experience per category, and specified a set number of full time equivalent (FTE) staff. The solicitation additionally stated that quotations were not permitted to deviate from the pricing template's specified level of effort. Id. at 12. As a result, the pricing template restricted a vendor's entries to labor rates alone. Id., Attach. 3, Pricing Template.

¹ References to "the agency" herein are to the Department of the Interior.

² The procurement was conducted under Federal Acquisition Regulation (FAR) Subpart 8.4--federal supply schedules.

The solicitation stated that the agency would evaluate the reasonableness of a vendor's price. RFP at 16. The RFQ also established that the agency could reject any price quote that was evaluated to be unrealistically high or low in price, provided an unrealistic labor mix, or reflected a failure to comprehend the complexity and risks of the work to be performed. Id. Finally, the solicitation advised that any price quote that did not provide a realistic and reasonable price could be deemed non-compliant. Id.

Four vendors submitted quotes in response to the RFQ by the closing date for receipt of quotations, including ADA, Cognosante, and SRA. Agency Report (AR), Tab 22, Source Selection Decision, at 2. The agency's acquisition service directorate (AQD) reviewed the vendors' price quotations to ensure that the vendors quoted the same number of hours for each labor category and the same labor mix. Contracting Officer's Statement (COS) at 4. The agency then compared vendors' prices to each other, and to the independent government cost estimate (IGCE), with respect to total prices and weighted average labor rates for the base period and each period of performance using a model that assumed all periods of performance would use level I pricing.³ Id.; AR, Tab 16, Initial Price Evaluation. The agency also used a second model to compare vendors' prices and weighted average labor rates that assumed level I pricing for the base period, level II for option period 1, and level III for option periods 3-5. Id. Finally, the agency reviewed vendors' level I, II, and III prices for unbalanced pricing. COS at 5. The AQD forwarded its price evaluation to the technical evaluation committee (TEC) for consideration. Id.

After the technical evaluation was complete, the agency conducted exchanges with the vendors to advise them of issues the agency uncovered in its initial price evaluation. The exchanges imparted the agency's concerns and also requested a "call for reduced pricing" from each vendor. All four vendors responded to the agency's communication and provided revised price quotations. The agency evaluated the vendor's revised price quotations as it had in its initial evaluation, using two models and comparing quotations to the IGCE and each other. The agency's evaluation of total price using the first model (level I pricing only) resulted in the following total price for each vendor:

³ The solicitation requested vendors to provide three tiers of labor rates for each labor category: level I, level II, and level III. RFQ at 12. The level I rate was the initial rate at which the task order would be awarded. In subsequent years, the agency could grant a contractor's request for a rate increase to level II and then level III--the highest rate--if funding was available. RFQ at 36.

	Initial Price	Final Price	Percentage Change
ADA	[DELETED]	\$16,680,929	[DELETED]
Cognosante	[DELETED]	\$12,962,942	[DELETED]
SRA	[DELETED]	\$12,906,742	[DELETED]
Vendor 4	[DELETED]	\$14,425,421	[DELETED]

AR, Tab 22, Source Selection Decision, at 22. The agency's evaluation of total price using the second model (level I, II, and III pricing) resulted in the following total price for each vendor:

	Initial Price	Final Price	Percentage Change
ADA	[DELETED]	\$19,356,842	[DELETED]
Cognosante	[DELETED]	\$13,276,128	[DELETED]
SRA	[DELETED]	\$14,556,091	[DELETED]
Vendor 4	[DELETED]	\$15,604,589	[DELETED]

Id.

The agency's price analysis of the vendor's revised quotations was again provided to the TEC. AR, Tab 21, TEC Consensus, at 28-30. Based upon its technical evaluation, as well as the analysis of the discounted rates, the TEC recommended that the source selection authority issue task order awards to Cognosante and SRA. Id. at 31.

The source selection authority (SSA), who was also the contracting officer, reviewed the evaluations and accepted the TEC's award recommendation. AR, Tab 22, Source Selection Decision, at 2. The SSA considered the TEC's comparative analysis of the quotations, and the TEC's conclusion that ADA, Cognosante, and SRA presented the best technical solutions. Id. at 13-18, 20. Based on this information, the SSA found that ADA's quotation was not worth the higher price. Id. at 18-20. On June 16, the agency informed ADA of its decision to award the two task orders and provided a brief explanation of the basis for its award determination. AR, Tab 25, Notice of Unsuccessful Quote, at 1. ADA filed the current protest on June 25.

DISCUSSION

ADA challenges the agency's evaluation of the vendors' quotations, and contends that the agency failed to conduct exchanges with vendors on an equal basis.⁴

⁴ ADA's protest also argued that the agency failed to properly evaluate the protester's technical proposal and past performance. We do not address these issues herein because the protester withdrew these allegations in its response to
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Specifically, ADA asserts that the agency failed to reasonably evaluate the realism of the awardees' proposed prices, failed to engage in equal discussions with regard to the vendors' price quotations, and unreasonably evaluated Cognosante's technical assumptions. For these reasons, the protester contends that the agency unreasonably concluded that Cognosante and SRA provided the best overall value to the agency. We have reviewed the record and conclude that the agency's evaluation, exchanges, and award decision were reasonable and in accordance with the solicitation's requirements. We therefore find no basis to sustain the protest.⁵

Where, as here, an agency issues an RFQ to FSS contractors under Federal Acquisition Regulation (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, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. In reviewing a protest challenging an agency's technical evaluation, 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. 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.

Price Realism Evaluation

ADA first contends that the agency failed to properly evaluate the realism of the awardees' proposed prices because they are substantially below the rates that the

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the agency report. ADA Comments at 3. We also previously dismissed the protester's allegations with regard to a potential conflict of interest on the part of SRA because the protester's allegations were not sufficient to demonstrate a potential or actual OCI. GAO Dismissal Email (July 16, 2014) at 1. In this regard, the protest did not set forth hard facts that meet the standard for review of OCI protest arguments, and we therefore concluded that the protester failed to state a valid basis for this portion of its protest. See Bid Protest Regulations, 4 C.F.R. § 21.5(f) (2014); Science Applications Int'l Corp., B-406899, Sept. 26, 2012, 2012 CPD ¶ 282 at 8-9 (hard facts necessary to show actual or potential conflict).

⁵ ADA's protest and supplemental protest raised numerous allegations. While our decision here does not specifically discuss each and every argument and/or variations of the arguments, we have considered all of the protester's assertions and find none furnish a basis for sustaining the protests.

protester proposed, which ADA states were based on its incumbent contract. The protester alleges that the awardees' prices reflect a lack of understanding of the RFQ requirements, and that the awardees must have proposed unrealistically low labor rates, unrealistically low hours, or deficient staffing mixes. Protest at 28; Protester's Comments (Aug. 4, 2014) at 28. We find no basis to question the agency's analysis here.

Where, as here, a solicitation anticipates award of a time-and-materials task order with fixed-price, fully-burdened labor rates, there is no requirement that an agency conduct a price or cost realism analysis, in the absence of a solicitation provision requiring such an analysis. Ball Aerospace & Techs. Corp., B-402148, Jan. 25, 2010, 2010 CPD ¶ 37 at 8 n.7. An agency may, however, at its discretion, provide for the use of a price realism analysis in a solicitation for the award of a fixed-price task order, or a fixed-price portion of a task order, to assess the risk inherent in a vendor's quotation. Id. The nature and extent of an agency's price realism analysis are matters within the agency's discretion. Star Mountain, Inc., B-285883, Oct. 25, 2000, 2000 CPD ¶ 189 at 6. Our review of a price realism analysis is limited to determining whether it was reasonable and consistent with the terms of the solicitation. Smiths Detection, Inc.; Am. Sci. & Eng'g, Inc., B-402168.4 et al., Feb. 9, 2011, 2011 CPD ¶ 39 at 17.

As discussed above, the solicitation provided for award of a labor-hour task order. The RFQ established that total price, including option periods, would be evaluated for realism and reasonableness. RFQ at 16. The RFQ provided a pricing template to promote standardization across submissions. Vendors were required to prepare their quote pursuant to the government's stated level of effort with regard to FTEs and labor hours.⁶ Thus, all vendors proposed to the agency's labor mix and labor hours; only the labor rates differed. In this regard, the agency's pricing template provided the following information and requested that vendors provide their rates for levels, I, II, and III⁷:

⁶ Although vendors were provided with the latitude to propose their own labor categories and labor hour mixes for the optional effort (task area 2), none elected to do so. COS at 32-33.

⁷ The table additionally requests level I, II, and III rates through the option years.

Task	Labor Category	FTE	Hours Per FTE	Total Hours	Base Year Level III Rate	Base Year Level II Rate	Base Year Level I Rate
Task Area 1	Project Manager	1	2080	2080			
	Lead Agent	4	2080	8320			
	Weekend Lead Agent	3	896	2688			
	Agent	16	2080	33280			
	Weekend Agent	6	896	5376			
Task Area 2	Project Manager	1	2080	2080			
	Lead Agent	1	2080	2080			
	Agent	8	2080	16640			
	Call Center Technician	1	2080	2080			

RFQ, Attach. 3, Pricing Template, at 1-2.

As also discussed above, the agency first evaluated the vendors' quotations to ensure they quoted the labor categories and hours mandated in the solicitation. COS at 33. Because each vendor used the labor categories and hours expressly required by the RFQ, the agency's evaluation did not find any evidence of potential performance, schedule, or total price risk arising from variations in the labor mix or from inadequate pools of hours. Id.

The evaluators then compared the vendors' labor rates to each other and to the IGCE under two pricing models, the first using level I rates, and the second using level I, II, and III rates. AR, Tab 22, Source Selection Decision, at 18-26. Based on the price analysis, both Cognosante's and SRA's prices were found to be reasonable and realistic. COS at 28; AR, Tab 22, Source Selection Decision, at 18-26. This analysis demonstrated a cluster of three vendors' prices at what the agency considered to be the market rate for call center staffing, with ADA providing the outlier high-priced quotation. COS at 33; see AR, Tab 22, Source Selection Decision, at 28.

While ADA asserts that, as the incumbent, it has historical experience performing the same requirements and its proposed price reflects its experience performing this effort for the predecessor contract, this does not provide a sufficient basis to show the agency's price realism analysis here was unreasonable. The fact that an offeror's price is below the IGCE or the incumbent's rates does not require the agency to conclude that the price was unrealistically low. In this regard, our Office has held that an agency may find even a below-cost price to be realistic. Optex Sys., Inc., B-408591, Oct. 30, 2013, 2013 CPD ¶ 244 at 5-6; Network Innovations, Inc., B-408382, B-408382.2, Sept. 4, 2013, 2013 CPD ¶ 220 at 5. Moreover, our Office has held that an agency may rely on comparisons between vendors' or

offerors' prices, or comparison of those prices to an IGCE, to conclude that similarly-priced proposals are realistic. See Accumark, Inc., B-310814, Feb. 13, 2008, 2008 CPD ¶ 68 at 3; Arctic Slope World Servs., Inc., B-284481, B-284481.2, Apr. 27, 2000, 2000 CPD ¶ 75 at 13. ADA's disagreement with the agency's analysis does not provide a basis to sustain the protest.

ADA also argues that the agency failed to adequately document the basis for its conclusion that the awardee's proposed prices were realistic. For procurements conducted pursuant to FAR subpart 8.4 that require a statement of work, such as this one, FAR § 8.405-2(e) designates limited documentation requirements. In a FAR subpart 8.4 procurement, an agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable. Neopost USA Inc., B-404195, B-404195.2, Jan. 19, 2011, 2011 CPD ¶ 35 at 7; FAR § 8.405-2.

While the contemporaneous record is somewhat limited, based on our review of the record and the agency's explanation, the documentation is sufficient to permit us to assess the reasonableness of the agency's assessments. Although the protester claims that we should give no weight to the agency's post-protest explanations, our Office generally considers such statements where the explanations merely provide a detailed rationale for contemporaneous conclusions and fill in previously unrecorded details, so long as the explanations are credible and consistent with the contemporaneous record. The S.M. Stoller Corp., et al., B-400937, Mar. 25, 2009, 2009 CPD ¶ 193 at 13. Here, we find that the contracting officer's statements and agency report are consistent with, and provide a more detailed explanation of the price analysis spreadsheets and other analyses in the contemporaneous record. In this regard, agency report discusses, among other things, the agency's price realism analysis, and explains the price evaluation tables, which compared vendors' prices to the IGCE and to each other. See COS 26-39. Accordingly, this contention provides no basis to sustain the protest.

Discussions

Next, ADA asserts that the agency's exchanges with Cognosante were discussions, and thus, the agency was required to conduct discussions with the protester and provide it an opportunity to address its price, which was the highest of the four vendors. While we agree with the protester that the agency's exchanges with the vendors were more analogous to discussions than clarifications, we find that the agency's exchanges were fair and equitable.

As a preliminary matter, we note that this competition was limited to FSS vendors. As we have previously noted in our decisions, the procedures of FAR Part 15 governing contracting by negotiation--including those concerning exchanges with offerors after receipt of proposals--do not govern competitive procurements under the FSS program. FAR § 8.404(a); USGC Inc., B-400184.2 et al., Dec. 24, 2008, 2009 CPD ¶ 9 at 3. There is no requirement in FAR subpart 8.4 that an agency

conduct discussions with vendors. See USGC Inc., supra. However, exchanges that do occur with vendors in a FAR subpart 8.4 procurement, like all other aspects of such a procurement, must be fair and equitable; our Office has looked to the standards in FAR part 15 for guidance in making this determination. A-Tek, Inc., B-404581.3, Aug. 22, 2011, 2011 CPD ¶ 188; USGC Inc., supra.

As relevant here, we have looked to FAR part 15 as guidance in defining clarifications as “limited exchanges” that agencies may use to allow offerors to clarify certain aspects of their proposals (or in this case quotations) or to resolve minor or clerical mistakes. See FAR § 15.306(a)(2); Diversified Collection Servs., Inc., B-406958.3, B-406958.4, Jan. 8, 2013, 2013 CPD ¶ 23 at 11 (using FAR part 15 definitions of post-proposal communications, or exchanges, as guidance in FSS context). Discussions, by contrast, occur when an agency communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal or quotations, or provides the vendor with an opportunity to revise or modify its proposal. Diversified Collection Servs., Inc., supra, at 11-12; see FAR § 15.306(d).

Here, the agency delivered “price quote issues” emails to each of the four vendors after its initial evaluation of the quotations. AR, Tab 34-36, Agency’s Pricing Emails to Vendors. In these communications, the agency advised the vendors of issues the agency had identified with regard to their quotations, and requested price discounts. Id. Additionally, each email advised that vendors should provide a corrected/discounted pricing quote as a new version of the pricing spreadsheet. The agency also advised that its communication “does not impact your technical quote and does not request a revision of the technical quote.” E.g., AR, Tab 34, Agency’s Pricing Email to Cognosante, at 12.

With regard to Cognosante, the agency’s pricing email advised that its level II and level III rate for two labor categories used open market pricing, that is, prices that were not under the vendor’s FSS contract. The agency advised that it would not accept open market items and requested that Cognosante either replace the items with the appropriate GSA schedule categories or remove the open market reference from its quotation. The agency also requested price discounts, explaining that Cognosante’s “base effort pricing movement from Level I to Level III for all wage rates reflects double digit increases of up to [DELETED]%. ” Id. at 11-12.

With regard to ADA, the agency’s pricing email informed ADA that the agency believed that its level III rate for one labor category contained an apparent error because it was the same as the quoted level II rate. The agency requested that ADA amend its level III rate or confirm that it was a price discount. The agency also requested price discounts, advising that ADA’s “base effort pricing movement from Level I to Level III for all wage rates reflects double digit increases of up to [DELETED]%. ” AR, Tab 36, Agency’s Pricing Email to ADA, at 10. Finally, with regard to SRA, the agency’s pricing email, requested only reduced pricing stating,

“the base effort pricing movement from Level I to Level III for all wage rates reflects double digit increases of up to [DELETED]%. ” AR, Tab 35, Agency’s Pricing Email to SRA, at 7.

In response to the agency’s pricing email, Cognosante’s final price submission provided price discounts and removed all open market labor categories. ADA’s revised price submission also provided price discounts and modified its pricing for the level III weekend agent rate. SRA’s revised price submission provided price discounts.

ADA contends that the agency’s exchanges with Cognosante regarding its level II and III pricing rose to the level of discussions, and having opened discussions, the protester contends that the agency was required to conduct discussions with ADA that alerted the protester that its price was higher than the other vendors’ prices. We agree with ADA that the exchanges with Cognosante were analogous to holding discussions, rather than clarifications, because agency allowed Cognosante to materially revise its proposal with respect to open market labor categories.

We further conclude, however, that these exchanges were fair and equitable because each vendor was directed to specific problems with its price quotation. Like discussions, exchanges under the FSS may not be conducted in a manner that favors one vendor over another, and vendors must be given an equal opportunity to revise their proposals. A-Tek, Inc., supra at 5. The exchanges however, need not be identical among vendors; rather, they need only be tailored to each vendor’s proposal. See FAR §§ 15.306(d)(1), (e)(1); WorldTravelService, B-284155.3, Mar. 26, 2001, 2001 CPD ¶ 68 at 5-6; Chemonics Int’l, Inc., B-282555, July 23, 1999, 99-2 CPD ¶ 61. While ADA asserts that the agency improperly failed to inform it of its high price, even under FAR Part 15, agencies are not required to advise offerors during discussions that their prices are higher than other offerors, provided the price is not unacceptable. See SOS Interpreting, Ltd., B-287477.2, May 16, 2001, 2001 CPD ¶ 84 at 3; Biospherics, Inc., B-285065, July 13, 2000, 2000 CPD ¶ 118 at 5 (there is no requirement that an agency inform an offeror during discussions that its price may be “too high,” where the offeror’s price is not considered excessive or unreasonable). As a general matter, it is within an agency’s discretion to inform a vendor during discussions that its price appears to be high in comparison to other vendors’ proposed prices. See DeTekion Sec. Sys., Inc., B-298235, B-298235.2, July 31, 2006, 2006 CPD ¶ 130 at 13. Here, ADA was informed of the agency’s concerns that its rates reflected double digit increases of up to [DELETED] percent, and was provided an opportunity to revise its price. Moreover, ADA exercised its opportunity to reduce its pricing--albeit by a far smaller amount than the other vendors. On this record, we conclude that the agency treated the vendors in a fair and equitable manner.

Cognosante's Proposal Assumptions

ADA next argues that the agency failed to review the technical assumptions submitted with Cognosante's quotation. The protester asserts that Cognosante's quotation included numerous assumptions that qualified its proposed prices, and were otherwise unreasonable and contrary to the RFQ. For this reason, ADA contends that Cognosante's quotation should have been rejected as unacceptable. Our review of the record finds that while Cognosante's quotation included a total of 10 technical assumptions, the agency reasonably concluded that none of the assumptions took exception to the material requirements of the RFQ.

A quotation that takes exception to a solicitation's material terms and conditions should be considered unacceptable and may not form the basis for an award. IBM U.S. Fed., a division of IBM Corp.; Presidio Networked Solutions, Inc., B-409806 et. al Aug. 15, 2014, 2014 CPD ¶ 241 at 10. Material terms of a solicitation are those which affect the price, quantity, quality, or delivery of the goods or services being provided. Id.

As stated above, the solicitation instructions advised that a vendor could submit technical and price assumptions with its quotation. The instructions stated that any assumptions considered unacceptable, which could not be resolved, would result in the vendor being removed from consideration. RFQ at 8. In response to the solicitation, Cognosante's quotation listed 10 technical assumptions. AR, Tab 12, Cognosante Quotation, at 5. These assumptions addressed various topics, for example, that Cognosante would [DELETED]; that Cognosante would [DELETED]; and that [DELETED]. Id.

Here, the CO explains that the agency did not find that any of Cognosante's assumptions took exception to any solicitation requirements or were otherwise unacceptable. Supplemental COS at 7-10. While ADA asserts that the agency's evaluation was unreasonable, we agree with the agency that the protester has not shown why any of the assumptions took exception to material provisions of the solicitation.⁸ Moreover, Cognosante's quotation explicitly states that it "takes no exceptions to the Performance Work Statement as written" and "agrees to comply with all the terms and conditions set forth in the Request for Quotations and the

⁸ ADA again asserts that the agency failed to adequately document its evaluation. As explained above, the documentation requirements under FAR Subpart 8.4 procurements are not the same as under FAR Part 15. Thus, we find that the contracting officer's explanation, which establishes that the agency did not document its acceptance of Cognosante's assumptions because the agency did not record "non-issues," is reasonable and in accordance with the FAR subpart 8.4 minimum documentation requirements.

Performance Work Statement.” AR, Tab 18, Cognosante Revised Quotation, at 2. Accordingly, we find no basis to sustain the protest.

Award Decision

Finally, ADA challenges the selection official’s price/technical tradeoff and selection decision. As discussed above, the TEC concluded and the SSA agreed that Cognosante, SRA, and ADA, were the most highly-rated vendors under the non-price factors. The SSA determined that the lower prices for Cognosante and SRA provided the best value to the government. AR, Tab 22, Source Selection Decision, at 31. The protester argues that the alleged evaluation flaws, discussed above, resulted in an unreasonable source selection decision. Because we find no merit to any of the protester’s challenges to the agency’s evaluation of the vendors’ proposals or the conduct of discussions, we find no basis to sustain the protester’s challenge to the agency’s award decision.

The protest is denied.

Susan A. Poling
General Counsel