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# Decision

**Matter of:** RTI International

**File:** B-420577

**Date:** June 13, 2022

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## DIGEST

1. Protest that the agency engaged in misleading discussions is denied where the record provides no basis on which to conclude that discussions were misleading or otherwise improper.
  2. Protest challenging agency's selection of lower-rated, lower-cost proposal is denied where the record shows that the source selection decision was reasonable and consistent with the terms of the solicitation.
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## DECISION

RTI International (RTI), of Research Triangle Park, North Carolina, protests the award of a contract to Resonance Global (Resonance), of Burlington, Vermont, under request for proposals (RFP) No. 72049721R-00004, which was issued by the United States Agency for International Development (USAID) for collaborative fisheries management in Indonesia. The protester alleges that the agency engaged in misleading discussions and challenges the best-value award determination.

We deny the protest.

## BACKGROUND

On April 27, 2021, USAID issued the RFP in accordance with the procedures of Federal Acquisition Regulation (FAR) part 15, contracting by negotiation. RFP at 0217.<sup>1</sup> The RFP sought proposals for a contractor to provide technical support services to protect Indonesia's marine biodiversity by improving sustainable and equitable management of fisheries. *Id.* Among other things, the solicitation identified four main objectives: (1) improved adoption of and compliance with evidence-based fisheries policies for priority fisheries; (2) strengthened small-scale fisheries governance; (3) increased government and market-based incentives for sustainable seafood products; and (4) improved protection of endangered, threatened, and protected marine species affected by fishing practices. RFP Statement of Objectives (SOO) at 0325.

The RFP contemplated the award of a cost-plus-fixed-fee contract with a 5-year period of performance. *Id.* at 0225, 0235. Award was to be made on a best-value tradeoff basis, considering cost and three non-cost evaluation factors, listed in descending order of importance: (1) technical approach; (2) management approach; and (3) past performance. *Id.* at 0418-0419. The non-cost factors, when combined, were to be significantly more important than cost. *Id.* at 0417. The solicitation also stated that, in making the source selection decision, the contracting officer may award to a higher-priced offeror if a determination is made that the offeror's higher technical merit is worth the additional cost/price. *Id.* at 0421.

With respect to factor 1, technical approach, offerors were to develop a performance work statement (PWS) that addressed the offeror's approach to meeting the stated objectives, to include defining the "expected results, performance standards, and performance assessment methods" to achieve the objectives, goals, and anticipated outcomes as described in the SOO.<sup>2</sup> *Id.* at 0397; *see also id.* at 0325-0330. The RFP also instructed offerors to provide a technical narrative describing their proposed "strategic approach" and methodology to achieve the goals, objectives and outcomes as proposed in their PWS. *Id.* at 0399. Under this factor, USAID would evaluate the extent to which the offeror's PWS and technical approach narrative are "clear, logical and reasonably likely" to achieve the objectives and goals as described in the SOO, and the guiding principles described in section J.1.G of the RFP. *Id.* at 0418; Agency Report (AR) Exh. 13, Source Selection Plan at 1336.

For factor 2, management approach, the RFP instructed offerors to provide: (a) a management and staffing plan; (b) an organizational chart listing the organizational structure and office(s) with lines of authority and general descriptions for all home office and field employees; and (c) a table of management positions with qualifications listing

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<sup>1</sup> The RFP was amended twice. References herein are to RFP amendment 1 produced by the agency as exhibit 3 of its agency report. Additionally, references to page numbers are to the numbers the agency assigned to the documents.

<sup>2</sup> The PWS would be included as a contract requirement in the resulting contract. RFP at 0398.

the minimum and preferred qualifications/attributes to determine qualified candidates for the core management positions proposed in the management and staffing plan. RFP at 0401. Of relevance here, the RFP instructed offerors to identify their key personnel, stating: “Key personnel are considered essential to the work being performed under this contract. Post award, the Contractor must be responsible for providing key personnel for full-time performance for the term of the contract unless otherwise agreed to by the [contracting officer].”<sup>3</sup> *Id.* at 0236.

The agency would evaluate the extent to which the offeror’s management approach demonstrates their capability to successfully implement the proposed technical approach, which fully integrates maximizing use of local staff (with additional considerations of gender balance); integrating capacity building of relevant local stakeholders into activity implementation; integrating gender equality and inclusive development throughout activity implementation; and measures to ensure collaborative learning and adaptive management. *Id.* at 0418; AR Exh. 13, Source Selection Plan at 1337.

Under the cost factor, the RFP provided for a cost realism analysis to determine what the government should realistically expect to pay for the solicited services, the offeror’s understanding of the services required, and the offeror’s ability to perform the contract in accordance with their proposed technical approach. RFP at 0420.

On or before the June 14 closing date for receipt of proposals, the agency received four proposals, including proposals from RTI and Resonance. Contracting Officer’s Statement at 2503. The agency’s technical evaluation committee evaluated the non-cost proposals and assigned adjectival ratings under each evaluation factor that reflected the proposal’s significant strengths, strengths, weaknesses, significant weaknesses, and/or deficiencies.<sup>4</sup> See AR Exh. 17, Technical Evaluation Committee Consensus Report 1433-1453.

Relevant to the issues presented here, under factor 2, management approach, RTI’s initial proposal received a rating of very good,<sup>5</sup> based on the identification of seven strengths, and one weakness with no significant weaknesses or deficiencies assessed. *Id.* at 1437-38. Among the evaluated strengths, the agency favorably evaluated RTI’s management approach to utilize and develop local leadership. Specifically, the

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<sup>3</sup> As additionally relevant, the solicitation directed offerors to identify the individual who would serve as its chief of party *i.e.*, “the contractor’s local representative” who would manage the technical performance of the contract. RFP at 0349.

<sup>4</sup> The solicitation did not provide adjectival ratings and definitions that would be used in the agency’s evaluation; rather, these were provided in the source selection plan. AR Exh. 13, Source Selection Plan at 1344-1345.

<sup>5</sup> A rating of very good was assigned where the proposal demonstrated a strong grasp of the requirements and presents a low overall degree of risk of unsuccessful contract performance. AR Exh. 13, Source Selection Plan at 1344.

protester identified maximizing the use of local staff as a key consideration of its management approach, explaining that:

Local leadership and ownership are the cornerstones of RTI's management strategy. As stated above, in the first 2 years of [the contract] [DELETED]. In Year 3, an Indonesian will transition into the COP role [DELETED]. [DELETED]% of [short-term technical assistance (STTA)] level of effort will be Indonesian nationals . . . .

AR Exh. 4, RTI's Initial Proposal at 0451 (internal citation omitted); see *also id.* at 0447 ("Our staff and local consortium members . . . bring deep networks and relationships to cultivate key partnerships with [the Government of Indonesia (GOI)], including [the Ministry of Marine Affairs and Fisheries (MMAF)], provincial and district governments, [non-governmental organizations (NGOs)], and fishing industry actors.").

Based on RTI's proposed approach, the evaluators assigned a strength, explaining that:

Priority to engage local staff and organizations, including [DELETED]% of STTA will be Indonesian and Chief of Party (COP) transition plan beginning of Year 3. The offeror presents good coordination with local groups and leaders both within the core management team and subcontractors. This COP transition plan demonstrates a commitment to advancing Indonesians in positions of leadership, deepen partnerships with GOI, including local stakeholders, and further a sustainable approach to management.

AR Exh. 17, Initial Technical Evaluation Memorandum at 1437 (internal citation omitted).

Regarding the evaluation of initial cost proposals, the cost analyst identified the following concern in RTI's cost proposal:

RTI proposed to maximize local labor in order to achieve the activity's local capacity building and sustainability goals and achieve cost-efficiency, included replacing the [expatriate] COP for [y]ear 3 onwards to an Indonesian was not favored by the [technical evaluators]. The success of the activity depends on the COP, and [t]he [technical evaluators] noted the COP position should be stable until the end of the activity. This increases the [level of effort] of COP will affect other cost elements throughout the budget of RTI, and will increase the risk on costing and realism. The Negotiator's probable cost reflects the changes of those cost elements.

AR Exh. 16, Cost Evaluation Memorandum at 1414 (internal capitalization removed).

After the initial evaluation of proposals, the contracting officer who was also the source selection authority (SSA) for this procurement, established a competitive range

comprised of the proposals submitted by RTI and Resonance. The agency issued separate discussion letters relating to each offeror’s technical and cost proposals. See, e.g., AR Exh. 19, RTI Discussions Letter. The agency requested responses by October 27, 2021. *Id.*

In RTI’s discussion letter, the agency identified, in relevant part, these cost-related concerns:

- The proposed [chief of party] position will be transferred to local [chief of party] for the mid of Year 3. We envision the [chief of party] position should be the same person leading the activity until the end date of the activity. Please adjust the budget to reflect this full assignment of the position, and include other related costs (such as Fringe Benefit, Travel, transportation and Per-Diem, and Allowances) for this position.
- Long Term Local National - We request RTI to have a Gender Inclusion Specialist position as part of this activity. Please add into the revised budget and other costs related to this position.
- Long term Local National - Please delete the position of local [chief of party].

*Id.* at 1468.

In response to the discussions on this point, RTI revised its proposal to remove the proposed transition from an expatriate chief of party to a local chief of party. Instead, the protester revised its proposal to commit to “work to mentor and build staff capacity to create a cadre of Indonesian leaders for subsequent USAID and fisheries programs. AR Exh. 25, RTI Revised Tech. Proposal at 1588; see also *id.* at 1592 (proposing to [DELETED] the STTA level of effort to be performed by Indonesian nationals). The technical evaluators confirmed the strength for RTI’s commitment to prioritizing the use of local staff and organizations. AR Exh. 37, Technical Evaluation Committee Consensus Memorandum at 2396.

The final evaluation results were as follows:

	<b>RTI</b>	<b>Resonance</b>
Technical Approach	Very Good	Very Good
Management Approach	Very Good	Satisfactory
Past Performance	Very Good	Satisfactory
<b>Overall Technical Rating</b>	<b>Very Good</b>	<b>Satisfactory</b>
Total Evaluated Cost	\$22,653,202	\$21,969,017

*Id.* at 2388; AR Exh. 38, Cost Evaluation Memorandum at 2413.

The SSA reviewed the results of the technical and cost proposal evaluations, and concurred with the underlying evaluation of both proposals under each of the four evaluation factors. AR Exh. 40, Source Selection Decision Document at 2444. The SSA also conducted a comparative assessment of the two proposals under each factor, noting that both offerors received a rating of very good under the most important factor, technical approach, and concluded that for purposes of “this tradeoff analysis” both were “offering an equally impressive technical approach.” *Id.* Although RTI received higher ratings under factors 2 and 3, management approach and past performance, respectively, and a higher overall technical rating than Resonance, the SSA concluded that these higher ratings “[did] not indicate that [RTI’s] approach will be, or is, significantly superior to Resonance Global’s approach.” *Id.* The SSA ultimately concluded that Resonance’s proposal represented the best value to the government, since RTI’s proposal did “not merit or justify an additional price premium of \$684,186.” *Id.* at 2445.

The agency advised RTI of the award and provided a debriefing. AR Exh. 43, RTI Debriefing at 2451. This protest followed.

## DISCUSSION

RTI challenges the award to Resonance on two primary grounds: (1) USAID conducted misleading discussions regarding the protester’s proposed staff; and (2) USAID failed to perform the required best-value tradeoff analysis. *See generally*, Protest at 15-19; Protester’s Comments on Voluntary Early Release of Documents (hereinafter, RTI’s Initial Comments) at 6-8. For the reasons discussed below, we find no basis on which to sustain RTI’s protest.<sup>6</sup>

### Misleading Discussions

RTI argues that the agency conducted misleading discussions by directing RTI to make a “very specific change[ ] to its proposed staffing that USAID knew would increase the cost of RTI’s proposal significantly.” Protest at 12. According to the protester, the agency “instructed RTI to abandon its plan to use a local national COP [chief of party] beginning in the third year of contract performance” and, instead, employ an expatriate chief of party for the entire 5-years of contract performance. *Id.* at 13. In this regard, the protester points out that the agency instructed RTI to “delete the position of local COP” and “adjust the budget to reflect this full assignment of the position, and include other related costs” for this position.”<sup>7</sup> *Id.* The protester contends that the agency’s

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<sup>6</sup> RTI raised a number of additional protest grounds, which it subsequently withdrew during the development of the protest. *See, e.g.*, RTI’s Initial Comments at 1 n.1 (withdrawing challenge to agency’s cost realism evaluation), 8 n.5 (withdrawing allegation that the agency conducted unequal discussions).

<sup>7</sup> RTI also initially alleged that the agency misled RTI into making a second change to its proposed staffing relating to the inclusion of a “Gender Inclusion Specialist.” Protest

discussions misled it into believing that “its proposal would be deemed unrealistic” or would be rejected if it did not make these changes.<sup>8</sup> *Id.*

RTI also argues that the contemporaneous evaluation record shows an inconsistency between the evaluative findings in the technical evaluation report and the cost evaluation memorandum concerning its chief of party transition plan. RTI’s Initial Comments at 2-5; RTI’s Additional Comments at 3-9. Specifically, the protester asserts that the technical evaluators had no concerns about its chief of party transition plan and considered its approach--to transition from an expatriate chief of party to a local-national chief of party in year 3 as a technical strength. RTI’s Initial Comments at 3-4; RTI’s Additional Comments at 3. On the other hand, the contemporaneous cost evaluation memorandum indicated that the protester’s chief of party transition plan was “not favored” by the technical evaluators, that the technical evaluators “noted” that the chief of party position “should be stable until the end of the activity” and directed a technical change in RTI’s proposal thereby increasing the protester’s cost by more than \$1 million. RTI’s Initial Comments at 2; RTI’s Additional Comments at 3. According to the protester, the agency’s *post hoc* explanations regarding undocumented

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at 13-14 (*citing*, Decl. of RTI’s Environmental Program Manager at 2); *see also* RTI’s Initial Comments at 8 n.5 (merely asserting that the “protest allegation remains unchanged by the agency’s [early] production of documents”). USAID then specifically responded to these allegations in its subsequently produced legal memorandum and contracting officer’s statement responding to the protest allegations. *See* Memorandum of Law at 13-14; Contracting Officer’s Statement at 10-18. RTI did not rebut or otherwise substantively address the agency’s arguments in its comments. We find that RTI abandoned this aspect of its protest. *Israeli Aircraft Indus., Ltd.--TAMAM Div.*, B-297691, Mar. 13, 2006, 2006 CPD ¶ 62 at 6-7 (where protester either does not respond to the agency’s position or provides a response that merely references or restates the original allegation without substantively rebutting the agency’s position, we deem the originally-raised allegation abandoned).

<sup>8</sup> The agency and the intervenor argue that the protester’s post-award claim of coercive discussions *i.e.*, that the protester was forced to increase its staffing costs so as to remain in the competition, was untimely. Citing our decision in *Cubic Def. Sys.*, B-229884, Apr. 22, 1988, 88-1 CPD ¶ 395, the agency and the intervenor both assert that RTI should have filed this basis of protest before the October 27, 2021, due date for the offeror’s responses to the discussion letter; therefore, its post-award claim should be dismissed as untimely. Memorandum of Law at 3-5; Intervenor’s Comments at 3. We decline to dismiss this basis of protest. Here, the record indicates that RTI learned of this basis for protest when it received the agency’s early document production on March 22, 2022, and filed its claim within 10 days of March 22, as required by our protest regulations. 4 C.F.R. § 21.2(a)(2); *see also SRS Techs.*, B-254425, B-254425.2, Sept. 14, 1994, 94-2 CPD ¶ 125 (finding timely post-award protest alleging that the agency failed to conduct meaningful discussions where the agency’s rationale for its evaluation, and the protester’s ability to respond to it, was not communicated to the protester until the debriefing).

communications between the agency's cost analyst and members of the technical evaluation committee are inconsistent with the contemporaneous evaluation record and should not be afforded any weight. See *generally*, RTI's Additional Comments at 3-10.

It is a fundamental principle of negotiated procurements that discussions, when conducted, must identify proposal deficiencies and significant weaknesses and should discuss other aspects that reasonably could be addressed in order to materially enhance the offeror's potential for receiving award. FAR 15.306(d)(3); *Serco Inc.*, B-405280, Oct. 12, 2011, 2011 CPD ¶ 237 at 11. When an agency engages in discussions with an offeror, the discussions must be "meaningful," that is, sufficiently detailed so as to lead an offeror into the areas of its proposal requiring amplification or revision. See FAR 15.306(d)(3); *Southeastern Kidney Council*, B-412538, Mar. 17, 2016, 2016 CPD ¶ 90 at 4. Agencies, however, may not mislead an offeror--through the framing of a discussion question or a response to a question--into responding in a manner that does not address the agency's concerns. *Refinery Assocs. of Tex., Inc.*, B-410911.2, Mar. 18, 2015, 2015 CPD ¶ 116 at 6; *MCT JV*, B-311245.2, B-311245.4, May 16, 2008, 2008 CPD ¶ 121 at 15-16; *Multimax, Inc., et al.*, B-298249.6 *et al.*, Oct. 24, 2006, 2006 CPD ¶ 165 at 12.

Based on our review of the contemporaneous record and the post-protest explanations provided by the agency, we find the agency's conduct of discussions to be reasonable and not misleading. At the outset, our Office does not limit our consideration to contemporaneously documented evidence, but instead will consider all the information provided, including the parties' arguments and explanations concerning the contemporaneous record. See *e.g.*, *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 10. In other words, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered--provided those explanations are credible and consistent with the contemporaneous record. See *MSI-Tetra Tech*, B-414517, B-414517.2, June 22, 2017, 2017 CPD ¶ 194 at 12 n.5; *SSI*, B-413486, B-413486.2, Nov. 3, 2016, 2016 CPD ¶ 322 at 8-9.

Here, as explained by the agency, the cost analyst and the technical evaluators discussed RTI's chief of party transition plan and the technical evaluators "believed that having the [expatriate chief of party] only for the first two years" was "unrealistic and presents risk to the activity for both technical and cost realism issues." AR Exh. 16, Cost Evaluation Memorandum at 1416. While this finding by the technical evaluators was not memorialized in either the technical evaluation consensus report, see, *id.* AR Exh. 17, Technical Evaluation Committee Consensus Report, nor in the technical evaluators cost realism analysis of RTI's proposal, see, *id.* AR Exh. 15, Technical Evaluation Cost Realism Analysis, the agency's technical and cost evaluators considered RTI's transition plan as presenting risk to the agency. Since the chief of party will play a significant role in contract performance, the agency explains that replacing the expatriate chief of party with a local chief of party midway through the contract term could negatively affect the success of the activity. See Contracting Officer's Statement at 5-8; Memorandum of Law at 8-10. Consequently, during



discussions, the agency informed RTI that the chief of party position should be “the same person leading the activity” during the entire 5-year term and instructed RTI to “adjust the budget to reflect this full assignment of the position.” See AR Exh. 19, RTI Discussion Letter at 1468.

Although the protester claims that we should give no weight to the agency’s explanations, our Office generally considers post-protest explanations, such as these, 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.*, B-400937 *et al.*, Mar. 25, 2009, 2009 CPD ¶ 193 at 13. Here, the agency’s explanations simply provide additional details regarding the agency’s evaluation of RTI’s proposed chief of party transition plan, which are consistent with the contemporaneous evaluation record and the terms of the solicitation. As noted above, the cost evaluation memorandum and discussion letter sent to RTI both clearly document coordination of the matter between the cost evaluation team and the technical evaluation team. Moreover, as also set forth above, the solicitation stated that the successful offeror must provide its key personnel, such as the chief of party, for full-time performance for the term of the contract unless otherwise agreed to by the contracting officer. RFP at 0236.

Additionally, we do not agree with the protester’s arguments that the agency’s contemporaneous technical and cost evaluations are irreconcilable. In this regard, as addressed above, the technical evaluators assessed a strength for RTI’s broad commitment to utilizing and developing local Indonesian personnel and partners. The technical evaluators noted multiple aspects of RTI’s proposed approach, including a high proposed percentage of STTA work being performed by Indonesians and good coordination with local groups and leaders both within the core management team and subcontractors. AR Exh. 17, Initial Technical Evaluation Consensus Memorandum at 1437. Thus, the evaluated strength was not limited to the proposed transition of the chief of party position. We find nothing unreasonable in the technical evaluators positively assessing RTI’s general commitment to prioritizing the utilization and development of local nationals and groups, while recognizing potential cost and performance risks associated with a break in continuity at the chief of party position.

Next, RTI’s complains that the agency’s instructions in the discussion letter “were prescriptive and unequivocal” and “gave RTI no choice” to exercise its business judgment to determine the best way to address the agency’s concerns is belied by the terms of the solicitation. Protest at 13. According to the protester, the agency instructed RTI to “abandon its plan to use a local national” chief of party beginning in the third year of contract performance and to employ an expatriate chief of party for the entire 5-year contract period. *Id.* Nothing in the solicitation established a nationality requirement for the chief of party position, and the protester has not established otherwise. Similarly, nothing in the discussion letter required the protester to propose an expatriate for the chief of party position nor indicated that failing to do so would cause RTI’s proposal to be considered unacceptable or unrealistic. Memorandum of Law at 4-9; 12-14.

In this regard, it is important to consider the context of the agency's discussions. RTI proposed that the initial expatriate chief of party "will mentor their successor during the first 2 years of the Activity." AR Exh. 4, RTI Tech. Proposal at 20. In essence, RTI proposed two different individuals to be the chief of party--an expatriate and a local national. In this context, we do not find that USAID was being prescriptive or dictating a specific approach to the protester. Rather, we find that USAID was advising RTI that the chief of party should be the same person during the entire 5-year term of the contract and simply instructed RTI to adjust its budget to reflect as much. RTI was free to use its business judgment to propose an alternative solution for the 5-year term, which could have included using either an expatriate or a local national chief of party. Accordingly, we find no basis to sustain this aspect of the protest.

### Best-Value Decision

Finally, RTI challenges the SSA's best-value tradeoff analysis, arguing that it was conclusory and insufficiently documented. See *generally*, Protest at 17-19; RTI's Additional Comments at 10-12. The agency disagrees, arguing that the SSA found both offerors' proposals were essentially equal under the non-cost factors and concluded that Resonance's lower-cost proposal represented the best value. Memorandum of Law at 15-22.

Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of technical and cost evaluation results; cost/technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the evaluation criteria. *Pacific-Gulf Marine, Inc.*, B-415375, B-415375.2, Jan. 2, 2018, 2018 CPD ¶ 124 at 7; *Crowder Constr. Co.*, B-411928, Oct. 8, 2015, 2015 CPD ¶ 313 at 10. 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, without more, does not establish that the source selection decision was unreasonable. *Id.*

As addressed above, the SSA, after reviewing the strengths and weaknesses assessed with respect to RTI's and Resonance's proposals, recognized that both offerors' technical approaches met, and in some cases, exceeded the solicited requirements. AR Exh. 40, Source Selection Decision Document at 2444. The SSA also recognized that RTI was rated higher under factor 2, management approach and factor 3, past performance, receiving a rating of very good while Resonance received a rating of satisfactory under each of these two factors. *Id.* He ultimately determined that RTI's advantages under the management approach factor were not significant and that the offerors' revised management approaches indicate that both have the appropriate consortium arrangements and staffing plans to successfully implement their technical approaches. While RTI's past performance rating was higher than Resonance's, the SSA concluded that both offerors' would be able to successfully implement the solicited requirements with relatively low risk of unsuccessful contract performance. *Id.*

With respect to RTI's objections that the SSA's decision failed to reasonably document his consideration of the protester's specific technical advantages, we find no basis to sustain the protest. Source selection decisions must be documented, and must include the rationale for any business judgments and price/technical tradeoffs made or relied upon by the source selection official. *MSN Servs., LLC*, B-414900 *et al.*, Oct. 4, 2017, 2017 CPD ¶ 310 at 8. However, there is no need for extensive documentation of every factor considered in a tradeoff decision so long as the ultimate selection decision reflects the source selection official's independent judgment. *Id.*

The protest is denied.

Edda Emmanuelli Perez  
General Counsel