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# Decision

**Matter of:** Barbaricum LLC

**File:** B-419826.4

**Date:** September 23, 2022

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## DIGEST

Protest challenging the agency's best-value tradeoff decision is denied where the record reflects that the decision was reasonable, consistent with the terms of the solicitation, and adequately documented.

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## DECISION

Barbaricum LLC, a service-disabled veteran-owned small business (SDVOSB) of Washington, D.C., protests the issuance of a task order to OBXTek, Inc., an SDVOSB of McLean, Virginia, under request for proposals (RFP) No. RS3-20-0008, issued by the Department of the Army, for enterprise information systems program management support. The protester contends the agency's best-value tradeoff was unreasonable and inconsistent with the terms of the solicitation.

We deny the protest.

## BACKGROUND

The agency issued the solicitation on July 23, 2020, as a small business set-aside, to firms holding the Army's Responsive Strategic Sourcing for Services (RS3) multiple award indefinite-delivery indefinite-quantity (IDIQ) contract, pursuant to the procedures in Federal Acquisition Regulation (FAR) subpart 16.5. Agency Report (AR), Tab 3, RFP

at 2, 5; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2-3.<sup>1</sup> The RFP contemplated the award of a single task order, with fixed-price and cost-reimbursement contract line items, with a 1-year base period of performance and four 1-year option periods, for enterprise information systems program management support. RFP at 2; AR Tab 4, Performance Work Statement (PWS) at 4. Specifically, the agency sought contractor support in the areas of administration, operations, logistics, engineering, knowledge management, information technology, and program management support. PWS at 4.

The solicitation advised that award would be made on best-value tradeoff basis, considering three factors: (1) technical capability; (2) management approach; and (3) price. RFP at 19. Under the technical capability factor, the agency would evaluate corporate experience, technical support abilities, and ability to provide program management support. *Id.* at 21-22. For the management approach factor, the Army would consider offerors' management plans, proposed key personnel, and transition-in plan. *Id.* at 23-24. Price would be evaluated for reasonableness. *Id.* at 24.

The Army would assign one of five technical/risk ratings for the non-price factors: blue/outstanding; purple/good; green/acceptable; yellow/marginal; or red/unacceptable. *Id.* at 19. As relevant to this protest, a blue/outstanding rating would be assigned where a proposal "indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low." *Id.* A purple/good rating would be assigned where a proposal "indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate." *Id.* The solicitation advised that the "Technical Capability Factor is approximately equal to the Management Approach Factor, and, when combined, the non-price factors are significantly more important than the Price Factor." *Id.* at 18. Further, the RFP provided that if the "non-price factors are evaluated as comparatively equal between two (2) or more Offerors, Price may become a determinative factor." *Id.* at 17.

The Army received multiple proposals by the submission deadline, to include proposals from OBXTek and Barbaricum. AR, Tab 16 Task Order Decision Document (TODD) at 2. On April 22, 2021, the agency issued the task order to Barbaricum. *Id.* Two unsuccessful offerors filed protests with our Office, challenging the agency's evaluation of proposals. Our Office dismissed these protests as academic following the agency's stated intention to take corrective action by engaging in exchanges with all offerors, reevaluating proposals, and making a new source selection decision. See *Data Systems Analysts, Inc.*, B-419826; B-419826.3, Jun. 8, 2021 (unpublished decision); *Intelligent Waves LLC*, B-419826.2, Jun. 8, 2021 (unpublished decision).

After engaging in discussions, the Army evaluated the final revised proposals of OBXTek and Barbaricum as follows:

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<sup>1</sup> Our citations to the record correspond to the Adobe PDF document page numbers.

	<b>OBXTek</b>	<b>Barbaricum</b>
<b>Technical Capability</b>	Purple/Good	Blue/Outstanding
<b>Management Approach</b>	Blue/Outstanding	Blue/Outstanding
<b>Price</b>	\$287,561,445	\$334,313,576

AR, Tab 16, TODD at 11-12.

The agency identified one significant strength and seven strengths in Barbaricum’s technical approach, while finding two significant strengths and four strengths for the protester’s management approach. See AR, Tab 12, Barbaricum’s Technical Evaluation at 1-8; Tab 13, Barbaricum’s Management Evaluation at 1-6. The Army identified nine strengths and one weakness in OBXTek’s technical approach, while finding two significant strengths and three strengths in the firm’s management approach. See AR, Tab 14, OBXTek’s Technical Evaluation at 2-8; Tab 15, OBXTek’s Management Evaluation at 2-5.

The task order decision official (TODO) selected OBXTek’s proposal as representing the best value to the Army. AR, Tab 16, TODD at 24. After comparing proposals, the TODO concluded that both Barbaricum and OBXTek “offer proposals that are comparatively equal under the Management factor,” but “Barbaricum offers a slight advantage under the Technical factor.” *Id.* The decision official concluded that because “Barbaricum’s proposal comes at a 16.26% price premium, I cannot determine that slight advantages justify selecting it over OBXTek.” *Id.* The agency issued the task order to OBXTek on or about June 24, 2022. Following a debriefing, Barbaricum filed the instant protest on July 11.<sup>2</sup>

## DISCUSSION

The protester challenges the agency’s best-value tradeoff decision. Protest at 35-42; Comments at 4-11; Supp. Comments at 3-7. In this regard, Barbaricum alleges that the Army unreasonably concluded that the merits of its proposal represented only a “slight advantage” over OBXTek’s proposal, as the protester contends its technical approach was far superior. See AR, Tab 16, TODD at 24. Moreover, Barbaricum argues that the agency failed to follow the solicitation’s instructions concerning how the evaluation factors would be considered in the tradeoff (that is, that the non-price factors, when combined, were significantly more important than price) and instead, gave undue weight to the offerors’ prices. Comments at 4-8. The protester also challenges the adequacy

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<sup>2</sup> Because the value of the issued task order is over \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority granted in Title 10 of the United States Code. 10 U.S.C. § 3406(f).

of the Army's documentation for its tradeoff decision. Comments at 11; Supp. Comments at 7. For the reasons that follow, we find no basis to sustain the protest.<sup>3</sup>

The protester's central point of contention concerns the Army's tradeoff analysis, and specifically, whether the agency gave proper consideration to Barbaricum's advantages under the technical factor. In this regard, the protester notes that its proposal was more highly rated under this factor, receiving a blue/outstanding rating based on one significant strength and seven strengths for its approach, as compared to OBXTek, whose proposal received a purple/good rating based on nine strengths and one weakness. In the protester's view, the Army's tradeoff conclusion that Barbaricum's technical advantage was only "slight" and did not warrant paying a 16 percent price premium was unreasonable, given that the solicitation explained that the non-price factors, while approximately equal to each other, were significantly more important than price, when combined. The agency maintains that its tradeoff analysis gave due consideration to Barbaricum's advantage under the technical factor, but the TODO reasonably concluded that the protester's slight advantage was not worth the associated price premium.

As noted above, this task order competition was conducted pursuant to FAR subpart 16.5. The evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15. When reviewing protests of an

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<sup>3</sup> Barbaricum raises other collateral allegations. Although our decision does not specifically address them all, we have considered each argument and find that none provides a basis on which to sustain the protest. For example, Barbaricum alleges disparate treatment, solely on the basis that the agency concluded that OBXTek's technical proposal was only slightly less beneficial than the protester's proposal. See Comments at 10-11. Our Bid Protest Regulations provide that protests must set forth a detailed statement of the legal and factual grounds of protest. 4 C.F.R. § 21.1.

In order to state a legally sufficient disparate treatment argument, a protester must demonstrate that an agency unreasonably downgraded or failed to credit its proposal for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. See *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5 (*citing Office Design Grp. v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020)). Here, the protester presents no facts or legal argument to support its claim that the agency evaluated similar aspects of the proposals unequally. Instead, Barbaricum is attempting to bootstrap its allegations concerning the reasonableness of the Army's tradeoff conclusions into an allegation of unequal treatment; we view this disparate treatment argument as derivative of its challenges to the tradeoff decision. We have explained that derivative allegations do not establish independent bases of protest. See *Safeguard Base Operations, LLC*, B-415588.6, B-415588.7, Dec. 14, 2018, 2018 CPD ¶ 426 at 4. Accordingly, we dismiss this protest allegation. 4 C.F.R. §§ 21.1(c)(4), (f).

award in a task order competition, we do not reevaluate proposals, but, rather, examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7.

The record reflects that after the source selection board completed its evaluation, the TODO reviewed and concurred with the assessments made in the evaluation reports. AR, Tab 16, TODD at 4. However, the TODO explained that while the evaluation reports informed his decision, he formed his conclusions through the exercise of his independent judgment of the proposals. *Id.* at 11. In the comparative analysis between Barbaricum and OBXTek, the TODO explained that Barbaricum's proposal received a higher adjectival rating under the technical factor than OBXTek's proposal, that each received a blue/outstanding rating under the management factor, and OBXTek was found to have a lower evaluated price. *Id.* at 20. Thus, the TODO concluded that "[g]iven the non-price factors, when combined, are significantly more important than price, my analysis involved close scrutiny of the specific findings of these two Offerors' proposals and not simply looking at the overall adjectival rating." *Id.*

Next, the TODO examined the underlying merits of the proposals under each of the technical evaluation factor's elements. *Id.* at 20-23. For example, under the technical factor, the TODO looked at each offeror's respective corporate experience and found that the offerors' proposals each warranted two "comparable" strengths, respectively, for licensing and accreditation experience. *Id.* at 20. While the TODO noted two additional strengths (for OBXTek's "three good examples of corporate experience that align perfectly with the scope, location, and complexity to the work required" here), he also identified that the evaluation board found one weakness with OBXTek's experience--two of its three offered contracts demonstrating its experience were of a lower dollar value than the Army's instant effort. *Id.* at 20-21. As the TODO explained, "[w]hile this was identified as a flaw in OBXTek's proposal, the Technical Evaluation Team and I believe this weakness is offset by the strength assigned for the examples of experience that perfectly aligned with the scope, location, and complexity of our [program management operation's] scope of work alone." *Id.* at 21.

After completing a detailed review of the merits of both Barbaricum's and OBXTek's proposals under the evaluation factors, the TODO thereafter performed a best-value tradeoff. *Id.* at 23-25. The TODO identified that the risk of unsuccessful performance for both offerors under the management factor was "remarkably low[.]" as both firms offered "an exceptional approach and understanding of the requirements[.]" *Id.* at 23. Under the technical factor, the TODO identified that while Barbaricum's approach was "exceptional" and carried "remarkably low" performance risk, OBXTek's technical solution "indicated a thorough approach and understanding of the requirements and . . . there is little potential for disruption of schedule or degradation of performance." *Id.* at 24. The TODO concluded that while OBXTek's risk of unsuccessful performance under the technical factor was low, "Barbaricum perhaps offers a slight advantage when considering just risk under this factor." *Id.* The TODO also identified the two most

notable differences between the proposals--OBXTek's assigned weakness for two of its corporate experience examples being below the solicitation's size requirements, and Barbaricum's significant strength for quality control processes. *Id.* The TODO found that this "sole weakness in OBXTek's proposal is clearly outweighed, not only by the strength assigned for its examples of experience that perfectly align with the scope, location, and complexity, but by the other eight strengths OBXTek has to offer." *Id.*

The TODO ended his tradeoff analysis by explaining that while the solicitation provided that the non-price factors, when combined, were significantly more important than price, as the non-price factors are evaluated as comparatively equal, price may become a more determinative factor. *Id.* As the TODO concluded:

Barbaricum and OBXTek offer proposals that are comparatively equal under the Management factor, and I recognize that Barbaricum offers a slight advantage under the Technical factor. However, given both proposals offer low risk and significant strengths that are appreciably advantageous, I find that price is much more of a determinative factor. Recognizing that Barbaricum's proposal comes at a 16.26% price premium, I cannot determine that slight advantages justify selecting it over OBXTek; therefore, an award to Barbaricum is not determined to be the most advantageous to the Government.

*Id.*

We find no merit in the protester's challenges to the agency's selection of OBXTek as representing the best value for the Army. Where, as here, a solicitation provides for award on a best-value tradeoff basis, it is the function of the source selection authority to perform price/technical tradeoffs, that is, to determine whether one proposal's technical superiority is worth the higher price, and the extent to which one is sacrificed for the other is governed only by the test of rationality and consistency with the stated evaluation criteria. *General Dynamics Land Sys.*, B-412525, B-412525.2, Mar. 15, 2016, 2016 CPD ¶ 89 at 11. Moreover, as a general matter, adjectival ratings are but a guide to, and not a substitute for, intelligent decision-making. *Science Applications Int'l Corp.*, B-407105, B-407105.2, Nov. 1, 2012, 2012 CPD ¶ 310 at 9. A protester's disagreement with an agency's judgments about the relative merit of competing proposals does not establish that the evaluation was unreasonable. *General Dynamics Land Sys.*, *supra*.

First, contrary to the protester's contention that the agency improperly weighed the technical and management factors, we find reasonable the agency's conclusion that Barbaricum's proposal only represented a "slight advantage" over OBXTek's proposal in the non-price factors. The record demonstrates that the TODO did not simply compare the offerors' adjectival ratings in rendering this conclusion, but instead, thoughtfully considered the underlying merits of each proposal and the strengths and weaknesses assigned. See AR, Tab 16, TODD at 20-25 (comparing the offerors across six key areas). In this regard, while the TODO found both proposals to be "comparatively equal" under the management factor, he found that "Barbaricum offers a slight

advantage” under the technical factor. *Id.* at 24. The basis for this conclusion rested upon the TODO’s comparison of proposals, to include the offerors’ proposed approaches, understanding of the requirements, and the potential for performance risk. *Id.* at 24-25. The TODO noted the strengths of both offerors’ approach, and also considered the weakness assigned to OBXTek’s proposal under the technical factor. *Id.* In the TODO’s view, the sole weakness assigned to OBXTek’s proposal was “clearly outweighed” by not only the strength of the firm’s demonstrated experience in terms of scope, location, and complexity, but also in terms of the awardee’s other proposal features. *Id.* at 24. Accordingly, the TODO concluded that Barbaricum’s proposal represented only a slight advantage when compared to OBXTek’s proposal. While the protester may disagree with the TODO’s conclusion in this regard (given the differences in adjectival ratings under the technical evaluation factor), such disagreement, without more, provides our Office no basis to sustain the protest. *Engility Corp., supra.* at 16.

Second, we cannot conclude that the Army ignored or otherwise failed to follow the solicitation’s instructions concerning how price was to be considered in the best-value tradeoff determination. In his best-value analysis, the TODO identified the importance of the non-price factors as compared to price at several points. See AR, Tab 16, TODD at 3, 20, 24. Indeed, the TODO explained that “[g]iven the non-price factors, when combined, are significantly more important than price, my analysis involved close scrutiny of the specific findings of these two Offerors proposals and not simply looking at the overall adjectival rating.” *Id.* at 20. Moreover, the TODO also acknowledged the solicitation’s instruction that if the two non-price “factors are evaluated as comparatively equal, price may become a more determinative factor.” *Id.* at 24; see RFP at 18. The record reflects that the TODO found Barbaricum and OBXTek to offer proposals that were comparatively equal under the management factor, but acknowledged Barbaricum’s proposal offered a slight advantage under the technical factor. AR, Tab 16, TODD at 24. The TODO goes on to explain that because both firms presented a low risk solution, price became a determining factor. *Id.* The TODO concluded that the “slight advantages” in Barbaricum’s proposal did not warrant paying a 16 percent price premium. *Id.* We find that such a conclusion is reasonable and consistent with the terms of the solicitation.

We note that in a negotiated procurement--including task order procurements subject to the provisions of FAR subpart 16.5 that use negotiated procurement techniques--an agency may properly select a lower-rated, lower-priced quotation where it reasonably concludes that the technical superiority of the higher priced quotation does not outweigh the price advantage of the lower-priced quotation. *Smartronix, Inc.; ManTech Advanced Sys. Int'l, Inc., B-411970.9 et al.*, Dec. 9, 2016, 2016 CPD ¶ 362 at 10. However, the protester, in essence, seems to argue that price could only be a consideration in the tradeoff if the proposals were equal (which, in Barbaricum’s view, they were not). Comments at 7. But the solicitation did not require such a rigid approach; instead, as contemplated by the RFP, the selection official would consider all the evaluation factors, but with the understanding that the non-price factors were significantly more important than price. See RFP at 17-18. Here, given the similarity in the strength of proposals (though where the protester’s proposal was identified as slightly more advantageous

than OBXTek's under the technical factor), the TODO determined that paying a 16 percent premium was not worth the "slight" advantage Barbaricum's proposal represented. AR, Tab 16, TODD at 24. On this record, where the TODO clearly acknowledged the benefits associated with the protester's higher-rated, higher-priced quotation, but concluded that the benefits did not merit paying the price premium, we find no basis to sustain the protest.<sup>4</sup>

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>4</sup> The protester also contends the TODO's tradeoff conclusions were not sufficiently documented. Comments at 11; Supp. Comments at 7. The agency's rationale for any price/technical tradeoffs made and the benefits associated with the additional price must be adequately documented. FAR 16.505(b)(1)(iv)(D), (b)(7)(i); see *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 9. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, *supra*, at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing quotations and that the source selection was reasonably based. *Id.* Here, the record sufficiently demonstrates the bases for the Army's tradeoff conclusions. See AR, Tab 16, TODO at 20-25. Barbaricum's disagreement with the TODO's judgment, without more, does not provide a basis to sustain the protest. *Ben-Mar Enters., Inc.*, B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.