



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

Decision

Matter of: Snodgrass JV

File: B-420376.2

Date: January 20, 2023

Joseph C. Kovars, Esq., and Michael A. Schollaert, Esq., Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., for the protester.

Wade L. Brown, Esq., Joseph S. Beazley, Esq., and David A. Balaban, Esq., Department of the Army, for the agency.

Michael P. Grogan, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of past performance and price is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest challenging agency's best-value tradeoff decision is denied where the tradeoff was reasonable, sufficiently documented, and consistent with the terms of the solicitation.
-

DECISION

Snodgrass JV, a small business of Annapolis, Maryland, protests its non-selection for award under request for proposals (RFP) No. W56ZTN-19-R-0005, issued by the Department of the Army, Army Materiel Command, for maintenance, repair, and minor construction services. The protester challenges the agency's evaluation of its proposal under the past performance factor, and contends the Army's price evaluation and best-value tradeoff were flawed.

We deny the protest.

BACKGROUND

The agency issued the solicitation, as an 8(a)¹ set-aside, on September 17, 2019, pursuant to the procedures in Federal Acquisition Regulation (FAR) part 15, for contractor support for maintenance, repair, and minor construction services for various facilities at Aberdeen Proving Ground, Maryland. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2; Agency Report (AR), Tab 11, Conformed RFP at 1. The solicitation anticipated the award of multiple indefinite-delivery, indefinite-quantity (IDIQ) contracts, each with a 1-year base period of performance and four 1-year option periods. RFP at 1, 179. Orders will be issued on a fixed-price basis. The solicitation provided for award on a best-value tradeoff basis, considering three evaluation factors: (1) technical; (2) past performance; and (3) price. RFP at 45. The technical factor included four equally weighted subfactors: (a) bonding capacity; (b) safety; (c) selected key personnel; and (d) contract management plan. *Id.* The solicitation explained that past performance was slightly more important than technical, technical was more important than price, and, when combined, technical and past performance were significantly more important than price. *Id.* at 44.

The Army would evaluate proposals under each of the technical subfactors "to determine if the information provided and the proposed approach associated with each factor meets or does not meet the minimum performance or capability requirement." *Id.* at 45. The agency would then assign an overall technical/risk rating for the technical factor.² For past performance, offerors were to submit up to 20 recent and relevant references, which the Army would evaluate "to ascertain the probability of successfully performing the required efforts[.]" *Id.* at 50. The solicitation explained the agency would utilize questionnaires included in the RFP to evaluate offered performance, but cautioned that the Army "may use data provided by the offeror in its proposal and data obtained from other sources," to include information derived from contractor interviews or information obtained from the contractor performance assessment reporting system (CPARS).³ *Id.* at 50-51. The Army would evaluate prices to determine if they were fair and reasonable, potentially utilizing such evaluation methods as "comparison to the other competitive pricing received in response to the solicitation, comparison to previous

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. See 13 C.F.R. § 124.501(a). This program is commonly referred to as the 8(a) program.

² The agency would assign one of five ratings: outstanding; good; acceptable; marginal; or unacceptable. RFP at 46.

³ The agency would assign one of five adjectival confidence ratings to an offeror's past performance: substantial confidence; satisfactory confidence; neutral confidence; limited confidence; or no confidence. *Id.* at 51.

prices paid, and a comparison to the [independent government estimate] pricing.” *Id.* at 51.

The solicitation explained that the Army would make approximately five awards, and that the procurement would proceed in two phases. The RFP provided the Army would make initial awards to the most qualified offerors in phase one, and then (if necessary) establish a competitive range among phase one non-awardees. The phase one non-awardees would then be permitted to submit revised proposals for phase two of the competition. *Id.* at 44. The agency received thirty proposals by the phase one deadline of November 7, 2019, and awarded contracts to three firms, but not Snodgrass, on September 24, 2020. COS/MOL at 4-5. The Army then established a competitive range with the non-selected offerors and entered into discussions on September 26. *Id.* at 5. Multiple offerors, to include the protester, submitted revised proposals by the established October 27 submission deadline.⁴ *Id.*

On September 12, 2022, the agency made phase two awards to MEM Contracting, Inc., of Aberdeen, Maryland, and TI-SDC JV, LLC, of Baltimore, Maryland. AR, Tab 30, Award Notification at 2. The Army evaluated the final revised proposals of MEM, TI-SDC, and Snodgrass as follows:

	MEM	TI-SDC	Snodgrass
Technical	Good	Good	Good
Past Performance	Substantial Confidence	Substantial Confidence	Substantial Confidence
Price	\$92,635,000	\$87,760,041	\$76,060,000

AR, Tab 29, Source Selection Decision Document (SSDD) at 24.

The source selection authority (SSA), who was also the contracting officer, determined that MEM’s and TI-SDC’s proposals represented a better value to the Army than Snodgrass’s proposal. In so concluding, the SSA found the two awardees presented a better past performance record. Specifically, the SSA identified one reference for which the protester received marginal CPARS ratings for quality and schedule; the SSA found that while this “project appears to be an anomaly and does not represent a concerning trend for Snodgrass JV, [] it does present some risk that was not found in the past performance proposals or records of the proposed awardees, MEM and TI-SDC JV.” *Id.* at 84. The SSA also found distinguishing features in the technical proposals of MEM

⁴ The agency completed its phase one past performance evaluation of Snodgrass’s proposal in August 2020. See AR, Tab 21, Updated Snodgrass Past Performance Evaluation at 1. While Snodgrass’s final revised proposal did not include changes to its past performance volume, as relevant to this protest, the agency completed an updated evaluation of Snodgrass’s past performance (which included an updated review of CPARS) on January 22, 2021. *Id.*; see also AR, Tab 15, Snodgrass Past Performance Proposal.

and TI-SDC--despite all three offerors receiving the same adjectival rating--and determined they were superior under the technical factor, as well. *Id.* The SSA found all offered prices to be fair and reasonable. *Id.* The SSA concluded that although Snodgrass offered a lower price, MEM and TI-SDC's benefits under the technical and past performance evaluation factors were worth the additional price premium. *Id.*

Following the awards to MEM and TI-SDC, Snodgrass received a written debriefing. See AR, Tab 31, Snodgrass Debriefing Presentation. Snodgrass filed the instant protest on October 17.

DISCUSSION

The protester marshals several challenges to the agency's conduct of the procurement. First, Snodgrass contends the agency erred in its reliance on an interim CPARS report, for which the protester avers it did not have an opportunity to respond. Protest at 7-8; Comments at 1-5; Supp. Comments at 1-4. Additionally, the protester challenges the agency's price evaluation. Protest at 9-10; Comments at 7-9; Supp. Comments at 5. Snodgrass also contends the agency's best-value tradeoff decision was inconsistent with the terms of the solicitation and insufficiently documented. Protest at 8-9; Comments at 6-7, 9; Supp. Comments at 4-5. For the reasons that follow, we find no basis to sustain the protest.⁵

Past Performance

As noted above, Snodgrass was not selected for a phase one award, but was included in the Army's competitive range for phase two. On September 26, 2020, the Army opened discussions with Snodgrass and invited the offeror to submit a revised proposal by October 27. See AR, Tab 18, Snodgrass Discussion Letter. The agency's discussion letter stated that the Army did not intend to engage in further discussions after the receipt of Snodgrass's revised proposal. *Id.* at 2. Snodgrass submitted proposal revisions on September 30, ahead of the submission deadline. See AR, Tab 19, Snodgrass Final Proposal Revisions.

Separately, but related to the challenge here, also on September 30, the Navy prepared an interim CPARS report for an unrelated ongoing project Snodgrass was then performing. AR, Tab 27, Interim CPARS Report at 1-3 (stating that "[t]he evaluation was delivered/received by the contractor on 09/30/2020"). *Id.* at 4. Through the development of this protest, it became apparent that the Navy sent the report via email to a point of contact that was not associated with Snodgrass. See AR, Tab 10, Army's Correspondence with Navy Concerning Interim CPARS, at 1 (confirming in response to the Army's inquiry that the CPAR was delivered to a point of contact not affiliated with Snodgrass). Having not received the email notification of the report, Snodgrass did not

⁵ Snodgrass raises other collateral allegations. Although our decision does not specifically address them all, we have considered each allegation and find that none provides a basis on which to sustain the protest.

input any comments in response to the Navy's interim CPARS report, which was then published to CPARS and made available to all agencies, including the Army. Although it is not entirely clear when the CPARS report would have been first available to other agencies, there is no dispute that it could not have been available until sometime after September 30--after the agency issued its September 26 discussions letter to Snodgrass and after Snodgrass's September 30 submission of its revised proposal.⁶

Following the submission of final proposal revisions for the procurement at issue here, the agency conducted a review of CPARS for relevant past performance information. Specifically, the agency conducted an updated search of CPARS in January 2021, resulting in a revised past performance evaluation report issued on January 22. See AR, Tab 21, Updated Snodgrass Past Performance Evaluation. As part of this updated past performance check, the Army identified (among other Snodgrass CPARS reports) the Navy's interim CPARS evaluation. AR, Tab 27, Interim CPARS Report at 1-3. For this project, which concerned the replacement of an HVAC system, the Navy rated Snodgrass as marginal under the quality and schedule factors. *Id.* The assessing official included accompanying narratives for the assessed quality and schedule concerns, and concluded the report by stating that "[t]he contractor needs to improve the effectiveness of the [quality control] program and schedule going forward to be successful." *Id.* at 4.

In its updated past performance evaluation, the Army explained that "[t]his one project with less than Satisfactory CPARS factor ratings does present some performance risk; however this CPARS appears to be an anomaly and not a continuous issue with the contractor, or even a trend." AR, Tab 21, Updated Snodgrass Past Performance

⁶ The Navy indicates that where a past performance evaluation is neither signed nor commented upon by a contractor representative after 60 days, the evaluation is returned to the assessing official to be closed. See AR, Tab 10, Army's Correspondence with Navy Concerning Interim CPARS, at 1. Thus, the Navy's correspondence with the Army suggests that the earliest the CPAR would have been available for the Army's review was November 30. The protester argues that the interim report must have been available to the Army prior to that time, as reports are supposed to become available to source selection officials in CPARS not later than 14 days after the date on which the contractor is notified of the evaluation's availability for comment. See FAR 42.1503(f). Thus, the protester argues that the interim report should have been available to the Army as soon as October 14.

This disputed point, however, is irrelevant to our resolution of the protest because, as addressed herein, either proffered date demonstrates that the interim CPAR was not available to the Army at the time (1) the Army conducted its initial evaluation of Snodgrass's past performance in August 2020, (2) the Army issued its discussions notice to Snodgrass on September 26, or (3) Snodgrass submitted its revised proposal on September 30. Under any of these dates, it is indisputable that the Army did not have access to the report during its initial evaluation and discussions.

Evaluation at 11. As a result, the past performance evaluators confirmed Snodgrass's past performance warranted a substantial confidence assessment.

In making the tradeoff determination, the SSA reviewed Snodgrass's past performance and agreed with the assigned substantial confidence assessment. The SSA then conducted a detailed consideration and comparison of the underlying findings with respect to the protester's and the phase two awardees' past performance, and identified the marginal ratings in the Navy CPAR as presenting "some risk" that was not found in the proposals of MEM or TI-SDC. AR, Tab 29, SSDD at 84.

Snodgrass's challenge to the agency's evaluation of its past performance centers on the Army's consideration of the interim CPARS report, for which Snodgrass contends it did not have an opportunity to respond. In this regard, Snodgrass avers that, through no fault of its own, the Navy's interim CPARS evaluation was not delivered to Snodgrass, but instead, was delivered by the Navy to an unaffiliated third-party. As a result, the protester was not able to respond, refute, or otherwise comment on the Navy's assessments of Snodgrass's performance. Thus, in the protester's view, the Army's reliance on the interim CPARS evaluation is facially unreasonable. Snodgrass further argues the Army unreasonably failed to consider the Navy's subsequently issued final CPARS evaluation for the project, which did not include any marginal ratings. Accordingly, under the circumstances, Snodgrass contends the Army's consideration of the interim reference--or, at a minimum, its failure to provide Snodgrass with an opportunity to address the reference during discussions--was wholly unreasonable. Protest at 7-8; Comments at 1-5; Supp. Comments at 1-4.

In response, the agency contends it properly and reasonably considered the information available in CPARS. See FAR 42.1501(b) (designating CPARS as "the official source of past performance information"). In this regard, the Army maintains that it had no reason to question the validity of the information presented in the interim evaluation, and there was no basis for the agency to have known that Snodgrass had not seen (or been provided an opportunity to respond to) the Navy's interim evaluation. The Army contends that charging an evaluating agency with responsibility for ensuring that assessing agencies complied with all regulatory and contractual requirements when issuing and preparing CPARS would effectively negate the purpose of having a centralized and official repository of past performance information and would be unworkable. See, e.g., 2nd. Supp. COS/MOL at 6 (arguing that such a rule would be particularly onerous, in this case, where the agency reviewed more than 530 total CPARS reports for 30 offerors). As such, the contracting officer reasonably relied upon the information included in CPARS. Moreover, the Army argues Snodgrass had an affirmative responsibility under the Navy's contract to ensure its contact information was accurate within CPARS. COS/MOL at 15-21; Supp. COS/MOL at 2-7.

While the facts of this protest present a novel situation concerning an apparently errantly-directed CPARS evaluation, our resolution presents a relatively straightforward application of our prior decisions addressing an agency's discretion and responsibilities when evaluating past performance and conducting discussions.

The protester challenges the Army's conduct of discussions, arguing the agency had a responsibility to raise the Navy's interim CPARS report during discussions, or alternatively, was required to reopen discussions to permit Snodgrass an opportunity to respond to that report. First, notwithstanding the protester's assertions to the contrary, the record does not suggest any impropriety in the manner in which the Army conducted discussions. Our Office has explained that when an agency conducts discussions with offerors, the discussions must be meaningful; that is, they must reasonably lead an offeror into the areas of its proposal that require modification, amplification, or explanation. Specifically, the FAR requires that, when discussions are conducted, an agency must, at a minimum, advise an offeror (among other things) of adverse past performance information to which the offeror has not yet had an opportunity to respond. FAR 15.306(d)(3).

Here, however, the Army could not have raised the interim CPARS report (to the extent it constituted adverse past performance information) with Snodgrass because it did not yet exist. Indeed, the record illustrates that the Army sent Snodgrass its discussion letter on September 26, 2020, four days before the Navy prepared and submitted its interim CPARS evaluation for contractor comment. *Compare* AR, Tab 18, Snodgrass Discussion Letter at 1 *with* AR, Tab 27, Interim CPARS Report at 1. Moreover, as addressed above, the record demonstrates that the interim evaluation report was not published to CPARS until after Snodgrass submitted its final revised proposal in response to the agency's discussions. Thus, as the interim report at issue was not available to the Army at the time it conducted its initial evaluation and conducted discussions with Snodgrass, there is no basis to conclude that the agency unreasonably failed to raise the matter during discussions.

Second, we do not agree with the protester that the Army was required to reopen discussions with Snodgrass at any point after discussions closed and the agency examined the interim CPARS report. As an initial matter, the decision whether to reopen discussions is largely a matter left to the agency's discretion. *Northrop Grumman Sys. Corp.*, B-410990.3, Oct. 5, 2015, 2015 CPD ¶ 309 at 8. Here, the protester argues the agency was required to reopen discussions based upon new information discovered after discussions concluded. However, the protester's reliance on our Office's decisions, such as *DevTech Systems, Inc.*, B-284860.2, Dec. 20, 2000, 2001 CPD ¶ 11, is misplaced. In *DevTech Systems, Inc.*, we concluded that if, after discussions are completed, an agency identifies concerns pertaining to a proposal as the proposal existed prior to discussions that the agency would have had to raise if those concerns had been identified before discussions were held, the agency is required to reopen discussions.

The application of this rule, however, is predicated upon the fact that the underlying evaluated concern was reasonably--or reasonably should have been--apparent to the agency when it initially evaluated proposals prior to conducting discussions. Such is not the case here. Instead, the record demonstrates the agency did not identify or examine the Navy's interim CPARS report until after discussions had closed and Snodgrass

submitted its final proposal revisions because the interim CPARS report was not produced by the Navy and made available to the Army in CPARS until after discussions had occurred.

Accordingly, we view this factual scenario as akin to our decisions concerning issues first introduced in (or after the submission of) a final revised proposal. In such cases, we have concluded that where an offeror introduces an element in a post-discussion revision to its proposal that the agency views as a significant weakness or deficiency, the agency is not required to reopen discussions to address the new concern created by the offeror's revisions. See, e.g., *Research Analysis & Maintenance, Inc.*, B-410570.6, B-410570.7, July 22, 2015, 2015 CPD ¶ 239 at 10; *Ogden Support Servs., Inc.*, B-270354.2, Oct. 29, 1996, 97-1 CPD ¶ 135 at 7. As applied here, given that the Navy's interim CPARS report only became available, and was considered by the agency, after final proposal revisions were submitted and discussions had closed, we cannot conclude that the Army was required to reopen discussions to raise this information with the protester.⁷ This protest allegation is denied.

Next, we find unobjectionable the agency's utilization of CPARS, after discussions had closed, to gather additional information for its evaluation of Snodgrass's past performance. See *Federal Prison Indus. Inc.*, B-417100, Jan. 25, 2019, 2019 CPD ¶ 71 at 5 (recognizing that it is generally within an agency's discretion whether to consider past performance information arising after solicitation closing). Where a solicitation contemplates the evaluation of offerors' past performance, the agency has the discretion to determine the scope of the performance history to be considered, provided all proposals are evaluated on the same basis and the evaluation is consistent with the terms of the solicitation. See *Weidlinger Assocs., Inc.*, B-299433, B-299433.2, May 7, 2007, 2007 CPD ¶ 91 at 8. In this regard, an agency is generally not precluded from considering any relevant past performance information, regardless of its source. See e.g., *NVT Techs., Inc.*, B-297524, B-297524.2, Feb. 2, 2006, 2006 CPD ¶ 36 at 5. Here, given that the solicitation expressly provided that the Army could rely on "data obtained from [CPARS]" in its evaluation, we find no basis to object to the agency's use of CPARS to gather performance-related information for its past performance evaluation. RFP at 50-51.

Finally, we find unpersuasive Snodgrass's argument that the Army, because it considered the Navy's interim CPARS evaluation, was also obliged to consider the Navy's final evaluation, as well. As noted above, agencies enjoy broad discretion when considering an offeror's past performance. See *Guam Shipyard*, B-311321, B-311321.2, June 9, 2008, 2008 CPD ¶ 124 at 3. Here, the Navy's final CPARS

⁷ We agree with the agency that nothing on the face of the interim CPARS report suggested that Snodgrass did not have an opportunity to respond to the material therein, which may potentially have required additional discussions. To the contrary, the interim report provided that the contractor was afforded an opportunity to respond, but declined. See AR, Tab 27, Interim CPARS Report at 1-3.

evaluation for the project at issue, per the protester, was not completed until June 22, 2021, nearly five months after the Army completed its past performance evaluation on January 22. To the extent the protester contends the agency had a duty to consider the Navy's final evaluation (once available) before making its award decisions, our Office has rejected this line of argument.⁸ See *Affordable Eng'g Servs., Inc.*, B-407180.4 *et al.*, Aug. 21, 2015, 2015 CPD ¶ 334 at 12-13 ("Given that there is no general requirement that an agency continue to seek updated performance information once its past performance evaluation is complete, we find nothing objectionable in the agency's failure to consider a more recent report that was not available to it at the time it performed the past performance evaluation.").

Price Evaluation

The protester also challenges the agency's price evaluation. Protest at 9-10; Comments at 7-9; Supp. Comments at 5. In this regard, Snodgrass argues that while the solicitation explained that prices would be evaluated to determine if they were fair and reasonable, the Army's method of evaluation was inconsistent with FAR section 15.404-1. Specifically, the protester contends the agency's evaluation was unreasonable where it compared prices against a flawed independent government estimate (IGE), and where it compared MEM's and TI-SDC's offered prices to the average of all offered prices (an average which included what Snodgrass contends was the awardees' inflated prices).

The depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion. *Computer Sys. Int'l, Inc.*, B-276955, B-276955.2, Aug. 13, 1997, 97-2 CPD ¶ 49 at 3. It is up to the agency to decide upon the appropriate method for evaluation of cost or price in a given procurement, although the agency must use an evaluation method that provides a basis for a reasonable assessment of the cost of performance under the competing proposals. *S. J. Thomas Co., Inc.*, B-283192, Oct. 20, 1999, 99-2 CPD ¶ 73 at 3. Among the price analysis techniques that may be used are comparison with other prices received under the solicitation and comparison of proposed prices with IGEs. See FAR 15.404-1(b)(2).

The record does not support the protester's allegation that the agency's price evaluation was flawed, unreasonable, or contrary to regulation. Even assuming, for the sake of argument, that we agreed with the protester that the Army's reliance on its IGE was

⁸ The protester similarly argues the Army should have considered a modification to the Navy's task order, which extended the performance schedule, when assessing the impact of the schedule concerns raised in the interim report. The effective date of that Navy modification, however, is January 28, 2021 which post-dates the Army's January 22 completion of its revised past performance evaluation. See Protest, exh. F, Modification to Order No. N4008020F4328 at 1. As addressed above, we find nothing objectionable in the agency's failure to consider information that was not available to it at the time it performed the past performance evaluation. *Al Raha Grp. for Tech. Servs. Inc.; Logistics Mgmt. Int'l, Inc.*, B-411015.2 *et al.*, Apr. 22, 2015, 2015 CPD ¶ 134 at 20.

unreasonable, the protester offers no meaningful argument as to why the agency's comparison of prices to the average of all offered prices was unreasonable. See Comments at 8 (“[T]he Army listed the prices but did not compare, weigh, or evaluate MEM or TI-SDC to the lowest prices, including Snodgrass JV.”). Indeed, the record shows the agency ranked the offered prices, and determined that TI-SDC's price was on par with the average, and MEM's price was a mere six percent more than average. AR, Tab 28, Price Analysis Report at 12. Both prices were deemed fair and reasonable. AR, Tab 29, SSDD at 32, 92. On this record, where the protester presents no information to suggest the agency's use of the average offered price as a comparison metric was flawed, we find no basis to conclude the agency's price analysis was unreasonable. *Omni2H, LLC*, B-418655, July 16, 2020, 2020 CPD ¶ 239 at 7-8.

Similarly, the Army's inclusion of MEM and TI-SDC's prices in the averaged-price did not render the price evaluation unreasonable. In this regard, the protester presents no argument or information (save mere assertion) to suggest that MEM and TI-SDC's prices were so high that their inclusion in the average-price unreasonably skewed the Army's analysis. Indeed, the record reflects that the awardees' prices were not extreme outliers, as the protester suggests, but instead, were the 9th and 14th most expensive proposals out of 21 submitted proposals. We find reasonable the Army's inclusion of MEM and TI-SDC's prices in its averaged-price. Additionally, the protester's identification of alternative price evaluation methods (such as a comparison to the lowest prices) similarly does not establish that the price evaluation was unreasonable. *Academy Med., LLC*, B-418223.3, Oct. 7, 2020, 2020 CPD ¶ 324 at 5. This allegation is denied.

Best-Value Tradeoff

The protester raises several challenges to the agency's best-value tradeoff decision, none of which provides a basis to sustain the protest. First, contrary to Snodgrass's argument that the agency failed to reasonably consider price as a determinative factor--where the protester and awardees received the same adjectival ratings for the non-price factors--the record demonstrates the agency's tradeoff was consistent with the stated criteria in the RFP. While the protester is correct that it, MEM, and TI-SDC all received the same adjectival ratings under the non-price factors, and that Snodgrass offered the lowest price of the three, it does not necessarily follow (as the protester argues) that Snodgrass should be the top-ranked offeror. Our Office has long stated that adjectival ratings are only guides to intelligent decision-making. See *Southwind Constr. Servs., LLC*, B-410333.2, Jan. 21, 2015, 2015 CPD ¶ 64 at 6. Here, the SSA looked beyond the mere adjectival ratings, and identified distinguishing features that made the awardees' proposals superior to Snodgrass's proposal. See AR, Tab 29, SSDD at 84 (explaining why MEM and TI-SDC's proposals were superior under the technical and past performance factors).

Moreover, the solicitation clearly provided that the non-price factors, when combined, were significantly more important than price. RFP at 44. Here, the SSA identified that

Snodgrass offered a lower price, but explained why he believed MEM's and TI-SDC's proposals represented better value:

In summary, although Snodgrass JV's proposed price (\$76,060,000.00) is lower than those of the proposed awardees (MEM and TI-SDC JV), the SSA considers the slightly stronger (TI-SDC JV) to stronger (MEM) past performance proposals (in the most important factor), and the stronger technical proposals (in the next most important factor) of MEM and TI-SDC JV, to be worth the price difference (the least important factor). This is because of the lower performance risk and additional technical benefits provided to the Government.

AR, Tab 29, SSDD at 84.

Source selection officials in negotiated best-value tradeoff procurements have broad discretion in making price/technical tradeoffs, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's evaluation criteria. *World Airways, Inc.*, B-402674, June 25, 2010, 2010 CPD ¶ 284 at 12. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals does not establish that the source selection decision was unreasonable. *General Dynamics-Ordnance & Tactical Sys.*, B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8. Here, the record reflects that the SSA considered the respective merits of the proposals, and determined that MEM and TI-SDC's higher technical and past performance qualities warranted paying an additional premium. AR, Tab 29, SSDD at 84. We find the SSA's tradeoff conclusions reasonable and unobjectionable.

Similarly, we find no basis to conclude that the agency's tradeoff conclusions were not sufficiently documented. Source selection decisions must be documented, and must include the rationale for any business judgments and tradeoffs made or relied upon by the source selection authority, but there is no need for extensive documentation of every consideration factored into a tradeoff decision. *Navistar Def., LLC; AM Gen., LLC*, B-407975.2 *et al.*, Dec. 19, 2013, 2014 CPD ¶ 287 at 12. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.*; *Worldwide Info. Network Sys., Inc.*, B-408548, Nov. 1, 2013, 2013 CPD ¶ 254 at 6.

Here, the SSA identified distinguishing aspects of MEM's and TI-SDC's proposals, and then determined that those aspects were worth paying the additional premium over

Snodgrass's lower priced proposal. AR, Tab 29, SSDD at 83-84, 94. The record adequately supports the agency's tradeoff decision.

The protest is denied.

Edda Emmanuelli Perez
General Counsel