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Decision

Matter of: Rigid Security Group, Inc.

File: B-421409.2

Date: August 14, 2023

Anthony J. Mazzeo, Esq., Daniel R. Weckstein, Esq., and Peyton N. Farley, Esq., Woods Rogers Vandeventer Black, PLC, for the protester.
Robert D. Young, Esq., Autumn W. Hazy, Esq., and Leslie Jefferson, Esq., Department of the Navy, for the agency.
Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated technical and past performance proposals is denied where the record shows that the evaluation was consistent with the solicitation, and applicable procurement statutes and regulations.
 2. Protest that the agency unreasonably made the selection decision is denied where the record shows that the tradeoff analysis was consistent with the solicitation's terms.
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DECISION

Rigid Security Group, Inc., of Virginia Beach, Virginia, protests the termination of its task order contract, and the subsequent issuance of a task order contract to B3H Corporation, of Shalimar, Florida, under request for proposals (RFP) No. N00189-22-R-3054, issued by the Department of the Navy for instructor services. Rigid argues that the agency unreasonably terminated its task order contract as corrective action in response to a prior protest, unreasonably evaluated proposals, and improperly made the selection decision.

We deny the protest.

BACKGROUND

On July 22, 2022, the Navy issued the RFP under the Navy's Seaport Next Generation (Seaport NxG) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract in order to procure expeditionary combat skills instructor services. Agency Report (AR),

Tab 1, RFP at 1, 3, 78. Specifically, the selected contractor would be required to provide instructional, operational, and administrative support services. RFP, attach. 1, Performance Work Statement (PWS) at 10.

The RFP contemplated the award of a fixed-price task order contract to be performed over a 3-month mobilization period, a 9-month base period, and four 1-year option periods. RFP at 3; PWS at 10. Award would be made on a best-value tradeoff basis considering technical approach, past performance, and price factors. RFP at 82. The non-price factors were considered significantly more important than the price factor, and, amongst the non-price factors, the technical approach factor was considered to be more important than the past performance factor. *Id.* The RFP also advised that the price factor would become more important as the difference between technical proposals decreased. *Id.* at 84.

The technical approach factor consisted of three subfactors: performance approach, staffing approach, and mobilization plan. RFP at 82-83. As relevant here, when describing their proposed mobilization plans, the RFP instructed offerors to provide a plan that demonstrates a clear and feasible approach to achieving full contract capability within the 90-day mobilization period. *Id.* at 79-80. Offerors were also instructed to identify any risks associated with their proposed mobilization plans, including challenges in recruiting sufficient numbers of certified instructors. *Id.* When evaluating proposed mobilization plans, the RFP advised that the agency would assess each proposed plan’s feasibility, comprehensiveness, and demonstrated capability to achieve full performance by the end of the mobilization period. *Id.* at 82.

For the past performance factor, the RFP instructed offerors to identify a maximum of three relevant contracts performed within the past five years. RFP at 80. When evaluating past performance, the RFP advised that the agency would assess the degree of confidence that the Navy had in each offeror’s ability to perform the requirement successfully based on the demonstrated quality of performance for recent and relevant contracts. *Id.* at 83.

Thirteen offerors submitted proposals prior to the August 22, 2022, close of the solicitation period. AR, Tab 7, Final Business Clearance Memorandum (BCM) at 4. The agency’s initial evaluation produced the following relevant results:

| | Rigid | B3H |
|---------------------------|------------------------|------------------------|
| Technical Approach | Outstanding | Good |
| Performance Approach | Outstanding | Outstanding |
| Staffing Approach | Outstanding | Good |
| Mobilization Plan | Outstanding | Good |
| Past Performance | Substantial Confidence | Substantial Confidence |
| Price | \$26,505,471 | \$23,996,302 |

AR, Tab 4, Initial BCM at 81-82, 90.

Based on the initial evaluation, the agency identified Rigid's proposal as representing the best value. AR, Tab 4, Initial BCM at 99. Specifically, the agency noted that Rigid's proposal offered a special advantage in that the firm would subcontract the incumbent contractor, and therefore, demonstrated a deep understanding of the requirement, could mobilize immediately, and had solid past performance references. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 12.

On December 29, 2022, the agency issued the task order contract to Rigid. COS/MOL at 8. B3H then challenged this issuance in a protest filed with our Office. *Id.* Based on its review of the acquisition, the Navy elected to take corrective action, and make a new selection decision. *B3H Corp.*, B-421409, Feb. 1, 2023 (unpublished decision). In view of the proposed corrective action, our Office dismissed B3H's allegations as academic. *Id.*

On February 9, 2023, the Navy reconvened the technical evaluation board (TEB), and reevaluated proposals. COS/MOL at 9. The reevaluation produced the following relevant results:

| | Rigid | B3H |
|---------------------------|------------------------|------------------------|
| Technical Approach | Outstanding | Good |
| Performance Approach | Outstanding | Good |
| Staffing Approach | Outstanding | Outstanding |
| Mobilization Plan | Good | Acceptable |
| Past Performance | Substantial Confidence | Substantial Confidence |
| Price | \$26,505,471 | \$23,996,302 |

AR, Tab 7, Final BCM at 8-9, 21, 27. The source selection authority (SSA) compared proposals under each factor and sub-factor, and determined that B3H's proposal represented the best value. *Id.* at 33

On May 3, the Navy notified Rigid that its task order would be terminated for convenience because the agency's reevaluation did not identify Rigid's proposal as representing the best value. Protest, exh. 2, E-mail from Agency to Rigid, May 3, 2023. On May 25, the Navy issued the task order to B3H. COS/MOL at 14. After requesting and receiving its debriefing, Rigid filed the instant protest with our Office.

DISCUSSION

Rigid raises multiple protest allegations challenging the agency's issuance of the task order to B3H. Principally, Rigid argues that the agency unreasonably evaluated its

proposal as “good” under the mobilization plan subfactor. Protest at 19-20. Additionally, Rigid argues that the agency unreasonably evaluated B3H’s past performance proposal as equivalent to its own past performance proposal. *Id.* at 21. Finally, Rigid argues that the agency unreasonably conducted the best-value tradeoff analysis because the RFP required the agency to consider technical factors as more significant than the price factor, the agency did not consider whether the sum of Rigid’s advantages was worth the price premium, and the agency unreasonably considered whether Rigid offered an innovative strategy to justify the price premium. *Id.* at 21-29.

We have considered all of the challenges, and conclude that none provide us with a basis to sustain the protest. To the extent we do not discuss a particular challenge, it is denied. At the outset, we note that, in reviewing an agency’s evaluation of proposals and source selection decision, it is not our role to reevaluate submissions, rather, we examine the supporting record to determine whether the evaluation and decision were reasonable, consistent with the stated evaluation criteria, and adequately documented. *Peraton, Inc.*, B-420919.2, B-420919.3, Dec. 8, 2022, 2022 CPD ¶ 312 at 4. Additionally, we note that a protester’s disagreement with the agency’s evaluation judgments, or with the agency’s determination as to the relative merits of the competing proposals, does not establish that the evaluation or source selection decision were unreasonable. *Id.*

Prior to addressing the challenges, we consider our jurisdiction over this protest.¹

Jurisdiction

The record shows that this procurement was conducted using the agency’s Seaport NxG multiple-award IDIQ contract. RFP at 78; COS/MOL at 1. As such, our jurisdiction must be found in the statutory grant of authority to hear protests related to the issuance of task orders under multiple-award IDIQ contracts, which is limited to orders valued in excess of \$25 million. 10 U.S.C. § 3406(f)(1). The record shows that the task order issued to B3H was in the amount of \$23,996,302, which places the order outside of our statutory bid protest jurisdiction. In its protest, however, Rigid argues that our Office has jurisdiction over this matter because the firm challenges the unreasonable termination of its task order, which exceeded \$25 million. Protest at 17-18.

We conclude that, although Rigid cannot challenge the issuance of the task order to B3H, Rigid may challenge the termination of its own order, which exceeds the \$25 million statutory threshold. In this regard, while we generally do not review terminations for convenience of the government, we will review such a termination where it is based upon an agency determination that the initial contract award was improper. 31 U.S.C. § 3551(1)(D); *accord AutoFlex, Inc.*, B-415926, Apr. 19, 2018, 2018 CPD ¶ 145 at 3.

¹ All references to the agency report utilize the page numbers as assigned by the agency, except for references to AR, Tab 3, B3H Past Performance Proposal, and AR, Tab 6, (TEB) Reconvene Report. References to those documents utilize the Adobe PDF page numbers.

Our review of such terminations extends to the termination of task orders where the protest is based in whole or in part on alleged improprieties concerning the award of the order. See *Bay Area Travel, Inc.; Cruise Ventures, Inc.; Tzell-AirTrak Travel Group, Inc.*, B-400442 *et al.*, Nov. 5, 2008, 2009 CPD ¶ 65 at 8-9 (explaining that use of the term “protests” in the statutory grant of jurisdiction includes substantive review of protest allegations).

Here, Rigid timely challenged the agency’s decision to terminate its task order following the agency’s reevaluation of proposals and issuance of a task order to B3H.² While our Office would not ordinarily have jurisdiction to review the propriety of the issuance of a task order contract valued at less than \$25 million, the termination of Rigid’s task order is so intertwined with the decision to issue an order to B3H that we find no basis to separate the termination from the award. Indeed, the agency explained to Rigid that its task order was terminated because “after re-evaluation of proposals, Rigid Security Group’s proposal does not represent the best value for the Government.” Protest, exh. 2, E-mail from Agency to Rigid, May 3, 2023.

Thus, under these circumstances, we will review the reasonableness of the Navy’s decision to issue an order to B3H as part of our review of the reasonableness of the agency’s decision to terminate Rigid’s task order. See *EA Eng’g, Science, and Tech., Inc.*, B-411967.2 *et al.*, Apr. 5, 2016, 2016 CPD ¶ 106 at 4 (explaining that our Office has jurisdiction to review the reasonableness of an agency’s decision to issue an order below the statutory monetary threshold where the review is based upon an agency determination that the initial contract award, that our Office had jurisdiction to review, was improper). However, as discussed more fully below, we see no basis to question the reasonableness of the agency’s decision to terminate Rigid’s task order.

Mobilization Plan

Rigid argues that the agency unreasonably evaluated the firm’s proposal as “good” rather than “outstanding” under the mobilization plan subfactor because the firm’s proposal demonstrated numerous strengths (*i.e.*, beneficial features). Protest at 20; Comments at 4. The agency responds that the multiple beneficial features all relate to Rigid’s plan to utilize the incumbent contractor as a subcontractor, and that therefore, Rigid was reasonably assigned only a single strength. COS/MOL at 18. In this regard, the agency explains that it appropriately assigned a rating of “good” because that rating was assigned to proposals demonstrating at least one strength, whereas a rating of “outstanding” was reserved for proposals demonstrating multiple strengths. *Id.*

² Although the agency notified Rigid that its task order contract was terminated on May 3, 2023, the record shows that the agency conducted a debriefing with Rigid, which concluded on June 15. Protest, exh. 6, Agency’s Answers to Enhanced Debriefing Question; *accord* COS/MOL at 14. Rigid then timely filed this protest on June 20. Protest at 1; see 4 C.F.R. § 21.2(a)(2).

As referenced above, when describing their proposed mobilization plans, the RFP instructed offerors to provide a plan that demonstrates a clear and feasible approach to achieving full contract capability within the 90-day mobilization period (*i.e.*, start of contract performance). RFP at 79-80. Offerors also were instructed to identify any risks associated with their proposed mobilization plans, including challenges in recruiting sufficient numbers of certified instructors. *Id.* When evaluating proposed mobilization plans, the RFP advised that the agency would assess each proposed plan's feasibility, comprehensiveness, and demonstrated capability to achieve full performance by the end of the mobilization period. *Id.* at 82.

Additionally, the RFP defined an "outstanding" rating as the "[p]roposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low." RFP at 85. The RFP defined a "good" rating as the "[p]roposal 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.* Additionally, the RFP defined a "strength" as "[a]n aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance." *Id.*

The agency evaluated Rigid's mobilization plan as demonstrating a "good" approach. AR, Tab 6, TEB Reconvene Report at 14. Specifically, the Navy noted that Rigid planned to utilize the incumbent contractor as the subcontractor, and therefore, could easily coordinate transition-out and mobilization activities. *Id.* As a result, the Navy noted that Rigid articulated a clear timeline for mobilization efforts, conducting pre-mobilization activities, and ensuring a seamless transition. *Id.*

On this record, we have no basis to object to the agency's assignment of a "good" rating. Our review confirms the agency's position that one aspect of Rigid's approach demonstrated numerous positive effects (*i.e.*, the firm's plan to utilize the incumbent contractor as the subcontractor). AR, Tab 6, TEB Reconvene Report at 14. Indeed, our review does not demonstrate that the agency found any other aspects of Rigid's mobilization plan as having particular merit or exceeding performance requirements. *Id.* Thus, we do not object to the assignment of a single strength because our review confirms that the evaluation was consistent with the rating system set forth in the solicitation.

Moreover, we note that adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. *GovernmentCIO, LLC, B-418363 et al.*, Mar. 10, 2020, 2020 CPD ¶ 102 at 6. The essence of the evaluation is reflected in the evaluation record itself--the actual evaluation findings--and not the adjectival descriptions. *Id.*

In this regard, we point out that Rigid's allegation does not identify any aspect of its mobilization plan which the agency egregiously misinterpreted, arbitrarily ignored, or recklessly disregarded, such that we would have a basis to find that the evaluation was

plainly inconsistent with the proposal. Thus, we are not persuaded by the protester's argument because merely pointing out that the agency did not assign multiple strengths to proposal information which was already favorably evaluated, and considered thoroughly, does not demonstrate that the evaluation was unreasonable. See *Computer World Services*, B-417356, May 16, 2019, 2019 CPD ¶ 185 at 4 (protester failed to set forth a cognizable challenge to an agency's evaluation of its proposal where the protester did not identify any aspect of its proposal which was evaluated irrationally, not in accordance with the solicitation, or arbitrarily).

Past Performance

Next, Rigid argues that the agency unreasonably evaluated B3H's past performance because both it and B3H received the same past performance assessment rating of "substantial confidence." Comments at 7. In this regard, Rigid explains that its past performance proposal referenced the performance of the incumbent contractor since the firm planned to utilize that firm as its subcontractor, and because such reference demonstrates special, unique advantages, both it and B3H should not have been evaluated as demonstrating equivalent past performance. *Id.*

The agency responds that it reasonably evaluated B3H's past performance because the firm submitted two relevant references with exceptional quality of performance. COS/MOL at 21.

Regarding the past performance factor, the RFP instructed offerors to identify a maximum of three relevant contracts performed within the past five years. RFP at 80. When evaluating past performance, the RFP advised that the agency would assess the degree of confidence that the Navy has in each offeror's ability to perform based on the quality of performance for recent and relevant contracts. *Id.* at 83. Relevance would be assessed based on whether referenced performance involved similar scope and magnitude of effort when compared to the instant requirement. *Id.* at 83, 86. To be considered recent, contracts must have been performed within the past five years. *Id.* at 83.

B3H identified three contracts as part of the firm's past performance proposal. AR, Tab 3, B3H Past Performance Proposal at 1-22. The first identified contract referenced B3H's performance providing instructional, professional, management, and support services to the Navy on a \$7.4 million contract. *Id.* at 1. B3H's performance was evaluated as "Very Good," on its contractor performance assessment reporting system reports. *Id.* at 4. Additionally, this contract was performed from 2016-2021. *Id.* at 1.

The second identified contract referenced a subcontractor's performance on a \$26.8 million contract providing instructor services to another agency. AR, Tab 3, B3H Past Performance Proposal at 5-6. The subcontractor's performance was evaluated as "Exceptional." *Id.* at 6. This contract referenced performance occurring during 2019-2021. *Id.* at 5. The third identified contract referenced B3H's performance on a \$21.2 million contract providing scheduling and training services for another

agency. AR, Tab 3, B3H Past Performance Proposal at 7. The firm's performance was evaluated as "exceptional." *Id.* at 8-9. This contract was performed from 2016-2020. *Id.* at 7.

The agency assessed the relevancy of the identified past performance based on whether referenced efforts involved the four primary tasks of the instant requirement (operational, administrative, instructional, and high-risk security operations training services). AR Tab 7, Final BCM at 22-24; *see generally* RFP, PWS. For the first identified contract, the agency determined that the contract was relevant because the contract involved providing all of the primary tasks, but was for a lower dollar value. *Id.* at 23.

The agency evaluated the second identified contract as relevant because the effort involved three of the four primary tasks. AR, Tab 7, Final BCM at 23. Specifically, the contract did not reference administrative support for training services. *Id.* The agency also noted that the contract was for essentially the same dollar value as the instant requirement. *Id.* The third identified contract was evaluated as not relevant because the contract involved providing only operational support services to a training program, but did not demonstrate providing administrative support, instructional, or high-risk security training. *Id.* at 24.

The Navy next assessed the quality of B3H's performance for the referenced contracts evaluated as relevant (*i.e.*, the first and second identified contracts). AR, Tab 7, Final BCM at 23. For both contracts, the Navy noted that B3H provided strong performance. *Id.* As a result, the Navy assigned a rating of substantial confidence to the firm's proposal, noting that B3H provided exceptional quality of performance on two relevant contracts. *Id.* at 24.

In reviewing an agency's evaluation of an offeror's past performance, our Office evaluates only whether the evaluation was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, as determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. *TeleCommunication Sys., Inc.*, B-413265, B-413265.2, Sept. 21, 2016, 2016 CPD ¶ 266 at 7. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings. *Id.* Additionally, an offeror's disagreement with an agency's evaluation judgments regarding past performance, by itself, does not demonstrate that those judgments are unreasonable. *Id.* at 7-8.

On this record, we have no basis to object to the agency's evaluation. Our review confirms that the agency reasonably evaluated the referenced contracts as both recent and relevant because the contracts referenced performance completed within the past five years, included contract duties similar to the instant requirement, and were for similar or relatively comparable dollar values. AR, Tab 3, B3H Past Performance Proposal at 1-9. Further, our review of the record shows that B3H's quality of performance was evaluated very favorably. *See id.* at 4, 6. Thus, we deny the protest

allegation because the record shows that B3H provided high quality performance on relevant contracts, and therefore, the agency's assessment of B3H as demonstrating a high likelihood of successful performance is unobjectionable.

To the extent Rigid complains that, given its referencing of the subcontractor's successful performance as the incumbent contractor, the Navy could not assign an equal past performance rating to B3H, we are not persuaded. See Protest at 21. Rigid did not identify any provision of the RFP requiring the agency to assign extra credit to an offeror referencing the incumbent contractor's performance as part of its past performance proposal. See *id.*; see also *Weber Cafeteria Servs., Inc.*, B-290085.2, June 17, 2002, 2002 CPD ¶ 99 at 5 (agency cannot assign extra credit to an incumbent contractor's past performance without announcing that evaluation plan as part of the solicitation). Further, while Rigid may argue that this referenced performance provides unique, special advantages, we note that position, without more, merely represents disagreement with the agency's judgment of the relative worth of various types of relevant and successful performance, and therefore, does not provide us with a basis to sustain the protest. See *TeleCommunication Sys., Inc., supra*. Accordingly, we deny the protest allegation.

Tradeoff Analysis

As a final matter, Rigid asserts that the SSA improperly conducted the tradeoff analysis as part of the selection decision. Rigid argues that the SSA improperly failed to consider the technical factors as significantly more important than the price factor, and did not reasonably consider Rigid's strengths. Comments at 8-10. Rigid also argues that the agency applied an unstated evaluation criterion during the tradeoff analysis because the SSA based her decision in part on Rigid's failure to "offer any innovative strategy." *Id.* at 11.

The Navy responds that it reasonably conducted the best-value tradeoff analysis. COS/MOL at 22-34. It explains that the SSA acknowledged that Rigid's proposal was higher rated under the technical factors, but ultimately concluded that the technical advantages did not warrant the higher price. *Id.* at 24.

As referenced above, the RFP provided that the agency would conduct a best-value tradeoff analysis, and consider the non-price factors to be significantly more important than the price factor. RFP at 82. The RFP also advised that the price factor would become more important as the difference between technical proposals decreased. *Id.* at 84.

When conducting the tradeoff analysis, the SSA compared proposals under each factor and sub-factor. AR, Tab 7, Final BCM at 30-33. For the performance approach subfactor, the SSA noted that both offerors intended to use the incumbent contract site

lead (CSL).³ *Id.* Further, although Rigid proposed utilizing the incumbent contractor as a subcontractor, the SSA determined that this advantage was insignificant because B3H would gain most of the advantages from using the incumbent CSL. *Id.* Additionally, the SSA noted that both offerors proposed above average organizational and management structures. *Id.* Thus, although the SSA considered Rigid to offer the better approach, the SSA determined that the advantage was not substantial. *Id.*

For the staffing approach subfactor, the SSA determined that both proposals offered significant advantages. Indeed, the SSA noted that both offerors proposed strong approaches that would ensure the retention of competent instructors, and utilization of some incumbent staff. AR, Tab 7, Final BCM at 31. Ultimately, the SSA determined that the approaches were roughly equivalent. *Id.* at 31-32.

Regarding the mobilization plan subfactor, the SSA noted that Rigid's proposal was evaluated favorably because the firm had a solid mobilization plan that included milestone events, and portended seamless transition. AR, Tab 7, Final BCM at 32. On the other hand, the SSA noted that B3H proposed only an acceptable approach. *Id.* When comparing the approaches, the agency noted that both offerors provided detailed plans, and comprehensively described the necessary steps to effect a seamless transition. Based on the comparison, the SSA concluded that, while Rigid's mobilization plan was more favorable, the extra benefit was minor. *Id.*

The SSA then compared proposals under the past performance factor. AR, Tab 7, Final BCM at 32-33. The SSA noted that both offerors demonstrated "Substantial Confidence" for successful performance. *Id.* For Rigid, the SSA noted that the firm identified three contracts, including the incumbent contract performed by its subcontractor; all three contracts were deemed at least "Somewhat Relevant," and exhibited very good quality of performance. *Id.* at 33. For B3H, the SSA noted that the firm identified three contracts, two of which were deemed relevant with very good quality of performance. *Id.* at 32. The SSA then concluded that she had confidence that both offerors would perform this requirement successfully. *Id.* at 33.

³ The PWS provided the following description for the CSL:

The contractor shall designate a Contract Site Lead, which, in addition to performing instructor duties, shall provide overall management, supervision, and coordination of the daily production at the respective training location, and shall act as the local [point of contact] for the Government. The Contract Site Lead (or alternate acting in the absence of the Site Lead) shall have full authority to act for the contractor on all contract matters relating to the daily operations of the contract at the training location.

PWS at 2.

Based on the analysis, the SSA concluded that B3H offered the best value. AR, Tab 7, Final BCM at 33. While the SSA noted Rigid's proposal demonstrated a better technical approach, she concluded that the advantages were not collectively worth the 10.4 percent price premium. *Id.*

Source selection officials have broad discretion in determining the manner and extent to which they will use the evaluation results; price and technical tradeoffs may be made, and the extent to which one may be sacrificed for another is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. *NCI Information Sys., Inc., B-417805.5 et al.*, Mar. 12, 2020, 2020 CPD ¶ 104 at 10. In reviewing protests of an agency's selection decision, even in a task order competition as here, we do not conduct our own tradeoff analysis, but rather we examine the record to ensure that the selection official's judgments and determinations were reasonable and consistent with the solicitation and any applicable statutes and regulations. *Id.*

On this record, we find the SSA's tradeoff analysis to be unobjectionable. The record shows that the SSA thoroughly considered the advantages and disadvantages of both Rigid's and B3H's proposals. While the SSA acknowledged that Rigid offered a higher-rated technical approach, the SSA ultimately concluded that the advantages (*i.e.*, Rigid's plan to utilize the incumbent contractor as a subcontractor, and a better mobilization plan due to advance planning with the incumbent contractor) were not worth the additional \$2.5 million, or 10.4 percent price premium. Further, the SSA specifically noted that some of Rigid's advantages would likely prove insignificant because B3H proposed using the incumbent CSL. Thus, we deny the protest allegation because the record shows that the SSA compared the qualitative merits of the offerors' proposals, and simply determined that B3H's proposal represented the better value.

To the extent Rigid argues that the RFP restricted the SSA from making this price-technical tradeoff since the RFP advised that the technical factors were significantly more important than the price factor, we are unpersuaded. The RFP specifically advised that the price factor would become more important when the difference between offerors' technical proposals decreased. RFP at 84. Here, the SSA did not find that Rigid enjoyed an overwhelming technical advantage, but instead concluded that Rigid's technical advantages were relatively minor. AR, Tab 7, Final BCM at 31-32. Further, the SSA specifically found that the proposals were roughly equivalent under the staffing approach subfactor, and the past performance factor. *Id.* at 32-33. Thus, we agree with the agency that the SSA reasonably weighed the price and technical factors in accordance with the solicitation.

Finally, we are unpersuaded that the SSA applied an unstated evaluation criterion. While Rigid points out that the SSA's tradeoff analysis explains that Rigid "did not offer any innovative strategy to warrant paying a price premium," we agree with the agency that this reference occurring in the introductory paragraph of the analysis merely summarizes the SSA's view that Rigid's technical advantages were not overwhelming. See COS/MOL at 30; see *also* AR, Tab 7, Final BCM at 32. Indeed, we note that the substance of the SSA's tradeoff analysis focused on Rigid's advantages, namely

utilizing the incumbent contractor as a subcontractor, and explaining that such advantages were not worth the price premium when compared to B3H's approach and lower price. AR, Tab 7, Final BCM at 30-33. Accordingly, we deny the protest allegation because, notwithstanding any imprecise language, the record shows that the agency conducted the tradeoff analysis consistent with the solicitation's evaluation criteria.

The protest is denied.

Edda Emmanuelli Perez
General Counsel