U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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Washington, DC 20548

Comptroller General
of the United States

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Decision

Matter of: LPE Strategy, LLC

File: B-421723.2; B-421723.3

Date: October 16, 2023

Sonia Tabriz, Esq., Stuart W. Turner, Esq., and Julia Swafford, Esq., Arnold & Porter Kaye Scholer, LLP, for the protester.
Edward J. Tolchin, Esq., Offit Kurman, P.A., for MPZA, LLC, the intervenor.
Eno-Obong J. Essien, Esq., Martin McEnrue, Esq., Department of Health and Human Services, for the agency.
Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency reasonably evaluated protester's and awardee's proposals pursuant to the terms of the solicitation, and reasonably determined that payment of the price premium associated with protester's proposal was not warranted by the slight superiority of its proposed technical approach.

DECISION

LPE Strategy, LLC, of Silver Spring, Maryland, protests the award of a contract to MPZA, LLC, of Gaithersburg, Maryland, pursuant to request for proposals (RFP) No. 75F40123R00015, issued by the Department of Health and Human Services, Food and Drug Administration (FDA), for data management services. Protest at 1-3.[1] LPE challenges the agency's evaluation of proposals under the RFP's non-price evaluation factors, and asserts that the source selection decision was unreasonable.

We deny the protest.

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[1] Page number citations in this decision refer to the Adobe PDF page numbers in the documents submitted.

BACKGROUND

On January 4, 2023, the agency issued RFP No. 75F40123R00015, seeking proposals to provide data management services, including the entering and coding of adverse event reports in the FDA's Adverse Event Reporting System (FAERS).[2] The agency states that the requirements of this contract are critical to ensuring that relevant data can be reviewed by the FDA safety evaluation team to identify safety issues and respond to public health incidents. AR, Tab 6.4, Source Selection Decision Document (SSDD) at 2.

The solicitation was issued as an 8(a) small business set-aside[3] for mentor-protégé joint ventures and contemplated the award of a single indefinite-delivery indefinite-quantity contract. Offerors were advised that the source selection decision would be based on a best-value tradeoff between the following evaluation factors, listed in descending order of importance: demonstrated prior experience, technical approach,[4] past performance, and price.[5] RFP amend. 1 at 74, 108-11. Consistent with a best-value tradeoff, the solicitation reminded offerors that the "the government may or may not award to the lowest priced Offeror." *Id. at* 108.

Of relevance to this protest, the solicitation provided that, in demonstrating prior experience, each offeror must submit "three (3) relevant recent examples of demonstrated prior experience," elaborating that "[r]ecent is defined as within the last five (5) years," and "relevant is defined as being of a similar scope and complexity" to

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[2] The FDA's responsibilities include making safety and efficacy assessments regarding drugs, biological products, and medical devices both before and after they are released to the public. *See* Agency Report (AR), Tab 2.3, RFP amend. 1 at 3-6. In this context, the FDA performs safety surveillance activities, including the recording of mandatory and voluntary submission of adverse event reports related to the use of drugs, biological products and medical devices; these reports are maintained in the FAERS. *Id.*

[3] Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration (SBA) to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small businesses. Federal Acquisition Regulation subpart 19.8. This program is commonly referred to as the "8(a) program."

[4] The solicitation identified various "task areas" for which offerors were to describe their technical approach through written submissions and oral presentations. *Id.* at 104-07.

[5] The solicitation provided for a two-phase evaluation process in which offerors identified examples of their prior experience in phase I. Thereafter, the agency evaluated the phase I submissions and made advisory down-select recommendations regarding whether an offeror should proceed to phase II and provide responses to the solicitation's other evaluation factors (technical approach, past performance, and price).

the requirements of this solicitation.[6] *Id.* at 100. The solicitation further provided that at least one of the prior experience examples "shall come from the Offeror who will be the prime contractor for this requirement." *Id.* In response to an offeror's question, the solicitation elaborated that, if the offeror is a joint venture (JV), the required experience "can be from either of the members of the JV," adding that offerors "may use prior experiences in which they serve[d] as a prime, subcontractor, and other team organizations." AR, Tab 2.3a, RFP Responses to Questions at 4.

On or before the January 25, 2023 due date, the agency received phase I proposals from nine offerors, including LPE and MPZA;[7] thereafter, LPE and MPZA were invited to submit phase II proposals. In its proposal, MPZA stated that it was a mentor-protégé joint venture between MPF Federal, LLC (the protégé) and Zimmerman Associates, Inc. (the mentor--and also the mentor member of the prior joint venture that had performed the predecessor contract). MPZA's proposal further stated that its team included BarnAllen Technologies, Inc. (the protégé joint venture member under the predecessor contract) as a subcontractor.[8] Noting that all of its proposed staff "are current employees of the offeror's team on the [predecessor] contract," MPZA stated that it "brings FDA the incumbent team" and, during its oral presentation, referred to itself as "the incumbent." AR, Tab 4.1, MPZA Phase I Proposal at 2; Tab 4.2, MPZA Phase II Proposal at 1. Thereafter, the agency rated LPE's and MPZA's proposals as follows:[9]

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[6] Similarly, with regard to past performance, the solicitation provided that each offeror must "provide three (3) contracts and/or projects that demonstrate the Offeror's past performance with the same or similar DMP [data management program] PWS [performance work statement] task areas performed within the last five (5) years." RFP amend. 1 at 107.

[7] The other offerors' proposals are not relevant to this protest and are not further discussed.

[8] Similarly, LPE's proposal was submitted as a mentor-protégé joint venture between LPE Associates, LLC and the Manhattan Strategy Group, LLC, and proposed [redacted] as a subcontractor. Protest at 4.

[9] The solicitation advised offerors that the agency would evaluate phase I and phase II proposals "holistically" and assign ratings "representing the government's confidence that the Offeror understands the requirements and will be successful in performing the work." RFP amend. 1 at 109.

	Prior Experience	Technical Approach	Past Performance	Price
MPZA	High Confidence	Some Confidence	High Confidence	$25,392,483
LPE	High Confidence	High Confidence	High Confidence	$28,690,943

AR, Tab 6.4, SSDD at 67.

In evaluating MPZA's proposal, the agency's evaluation team identified certain concerns, including matters related to "transition in/continuity of services"' and "labor mix/clear lines of authority." SSDD at 70. Thereafter, the contracting officer, who was also the source selection authority (SSA), reviewed the record and concluded that MPZA's proposal "is the best overall value to the Government." *Id.* at 68. In selecting MPZA's proposal for award, the SSA stated:

> [T]he MPZA and LPE Strategy proposals are substantially equal in both Factor 1--Demonstrated Prior Experience (the most important factor) and Factor 3--Past Performance.[10] LPE Strategy is rated higher in Factor 2--Technical Approach (High Confidence versus Some Confidence). Factor 4--Price is the least important of the four (4) factors, but MPZA's price of $25,392,483.05 is $3,298,460.20 (or 12.99 [percent]) lower than LPE Strategy's price of $28,690,943.70, which is not a nominal difference. Given this, the slight advantage of LPE Strategy in Factor 2 does not justify paying a price premium by awarding the contract to them. In my view, the "transition in/continuity of services" and "labor mix/clear lines of authority" concerns noted by the [evaluation team] about MPZA's proposal are not significant in nature, especially considering that MPZA is the incumbent contractor and is already closely familiar with the contract operations and staffing needs. The noted issues can likely be handled/clarified during the post-award kickoff meeting, or thereafter during contract performance.

Id. at 70.

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[10] In concluding that the two offerors were substantially equal under the prior experience and past performance factors, the SSA expressly acknowledged the evaluation team's concerns, including that MZPA's experience submissions did not refer to its prior "training and managing of employees" and "continuity of services." AR, Tab 6.4, SSDD at 68. Nonetheless, the SSA concluded: "Given that MPZA is the incumbent contractor and there have been no such issues brought to my attention during contract performance, these comments do not concern me to the extent of making this evaluation factor a discriminator in my award decision. Both Offerors demonstrated ample experience to successfully perform the Government's stated requirements." *Id.*

On May 26, 2023, LPE was notified of the source selection decision. This protest followed.

DISCUSSION

LPE primarily challenges the agency's evaluation under the prior experience and technical approach evaluation factors and asserts that the agency's best-value determination was unreasonable.[11] As discussed below, we find no merit in any of these allegations.

Evaluation of Prior Experience

By way of background, in responding to the phase I prior experience requirements, MPZA identified the following three prior experience examples: (1) the immediately preceding contract (referred to as the comprehensive data management services or "CDMS" contract) which was awarded to a joint venture comprised of Zimmerman Associates, Inc. (ZAI) and BarnAllen Technologies, Inc. (BA) and was performed from 2017 to 2023; (2) a contract and "bridge" contract[12] (referred to collectively as the data management program or "DMP") that immediately preceded the CDMS contract, with performance of the bridge contract extending through June 2018; and (3) an FDA contract awarded to a joint venture comprised of MPF Federal, LLC and ZAI in 2020, referred to as the "RIM" (records and information management) contract. AR, Tab 4.1, MPZA Phase I Proposal at 1-6.

In challenging the agency's evaluation of MPZA's proposal under the prior experience factor, LPE asserts that (1) MPZA's proposal failed to comply with the requirement that at least one prior experience example be that of the prime contractor; (2) MPZA's proposal contained misrepresentations; and (3) the agency improperly considered ZAI's performance under the bridge contract. As discussed below, we find no merit in these allegations.

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[11] In its various protest submissions, LPE presents arguments that are variations of, or additions to, those specifically discussed below, including assertions that: the terms of the solicitation did not reflect the agency's actual needs; MPZA may not comply with the regulatory requirements during contract performance; the agency's past performance evaluation was flawed; and the agency failed to adequately document its evaluation. We have considered all of LPE's allegations and find no basis to sustain its protest.

[12] The record here refers to the "bridge" contract as a 9-month "follow-on" contract that was required because of a bid protest that had been filed against the award of the CDMS contract.

Experience of Prime Contractor

In challenging the agency's evaluation of prior experience, LPE first notes the solicitation requirement that "at least one prior experience shall come from the Offeror who will be the prime contractor for this requirement" and asserts that "MPZA cannot meet this requirement." Protest at 12-16. In this context, LPE asserts that "MPZA has no prime contract experience"; maintains that "neither Zimmerman nor MPF Federal [MPZA's joint venture members] has the experience required by the Solicitation"; and characterizes MPZA's "prime contractor offer" as "facial[ly] insufficien[t]." *Id.*

The agency first notes that the solicitation incorporated an offeror's question regarding the requirement that at least one example of prior experience be that of the prime contractor; specifically, the offeror asked: "if the Prime Contractor is a Joint Venture (JV), can the experience be from either of the members of the JV?" *See* AR, Tab 2.3a, RFP Responses to Questions at Question No. 27. The agency responded: "Yes. [T]he [prime contractor] experience can be from either of the members of the JV," adding that offerors "may use prior experiences in which they serve[d] as a prime, subcontractor, and other team organizations." *Id.* Accordingly, the agency maintains that both the first and third examples of MZPA's experience met the solicitation requirements regarding experience of "the prime contractor." More specifically, the agency notes that MPZA's proposal demonstrated that the immediately preceding contract (the CDMS contract) had been performed by a joint venture comprised of Zimmerman (ZAI) and BarnAllen (BA), further noting that, consistent with the requirements of a mentor-protégé joint venture, ZAI had performed a majority of the requirements under that prior contract, and as one of MPZA's joint venture members, qualifies as the offeror under this procurement. The agency further notes that, under the third example listed above (the RIM contract), both of MPZA's joint venture members (MPF Federal and ZAI) performed services similar to the requirements of this solicitation. Accordingly, the agency maintains that MPZA's proposal clearly complied with the solicitation requirement that "at least one (1) prior experience shall come from the Offeror who will be the prime contractor for this requirement." Contracting Officer's Statement at 2.

It is well-settled that, when a procuring agency evaluates the experience or past performance of proposals submitted in procurements that are set aside for small business mentor-protégé joint ventures, the experience of the joint venture members must be considered as the experience of the joint venture. *See* 13 CFR 125.8(e); *Computer World Services Corporation; CWS FMTI JV LLC*, B-419956.18, B-419956.19, Nov. 23, 2021, 2021 CPD ¶ 368 at 5-12. Further, in reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *SDS Int'l, Inc.*, B-291183.4, B-291183.5, Apr. 28, 2003, 2003 CPD ¶ 127 at 5.

Here, as discussed above, offerors were expressly advised that the solicitation's experience requirements--including the requirement that "at least one prior experience shall come from the Offeror who will be the prime contractor for this requirement"--

could be met through the experience of the joint venture members, and that such experience could include experience obtained "as a prime, subcontractor and other team organizations." *See* AR, Tab 2.3a, Responses to Questions at Question No. 27. As discussed above, ZAI was a member of the joint venture that performed the CDMS contract; both ZAI and MPF Federal are joint venture members of MPZA and were joint venture members that performed the RIM contract; and the record supports the agency's determination that both of these prior contracts had similar requirements to the requirements of the solicitation at issue here. Accordingly, we find no basis to question the agency's determination that MPZA's proposal complied with the solicitation requirement that at least one prior experience example be that of the prime contractor; LPE's assertions to the contrary are without merit.

Alleged Misrepresentations

Next, LPE asserts that the SSA's assessments regarding the merits of MZPA's proposal, including the rating of "high confidence" assigned under the past experience evaluation factor, were improperly based on MZPA's characterization of itself as "the incumbent." Comments and Supp. Protest at 2, 5-10. In this context, LPE notes that the prior contract was awarded to a joint venture comprised of ZAI and BA (referred to as BA-ZAI, LLC) and, although ZAI and BA are part of the MPZA team that competed for this procurement,[13] MPF Federal (the new protégé member) was not involved in performing the prior contract. Accordingly, LPE asserts that MPZA's references to itself as "the incumbent" constitute "material misrepresentation[s]."[14] *Id.* at 7. Additionally, LPE notes that, pursuant to the SBA's regulations regarding mentor-protégé joint ventures, MPF Federal must perform 40 percent of the contract requirements of the protested contract and, therefore, the protester maintains that MPZA must "replace at least 40 [percent] of its existing staff" with "new, non-incumbent employees."[15] *Id.* at 8; Comments on Supp. AR at 6. Accordingly, LPE asserts that it was improper for MPZA to represent that it "brings FDA the incumbent team" and refer to itself as "the incumbent." Comments and Supp. Protest at 9.

The agency responds that it did not view MPZA's statements to be misrepresentations because: ZAI was the joint venture member that performed the majority of work under the predecessor contract; MPZA proposed BA (the other joint venture member under

[13] As noted above, MPZA proposed BA as a subcontractor.

[14] In this regard, LPE references prior GAO decisions that involved "bait and switch" allegations; that is, allegations that an offeror had proposed resources it did not intend to use during contract performance.

[15] LPE does not explain why MPF Federal (the new joint venture member) would be precluded from offering employment to a portion of the incumbent staff. As the intervenor points out, "[the likelihood] that some [incumbent] employees may move from one team member (ZAI or BA) to another (MPF) is neither unusual nor inherently improper," Intervenor Comments on Supp. Agency Report at 2-3; *see*, *Invertix Corp.* B-411329.2, July 8, 22015, 2015 CPD ¶ 197 at 6.

the predecessor contract) as a subcontractor; and all of MPZA's proposed staff were currently employed by members of the MPZA team (ZAI and BA) under the prior contract. Supp. Contracting Officer's Statement at 1-2. Accordingly, the agency maintains that it viewed MPZA's references to its team as the "incumbent" in the context of ZAI's and BA's performance of the prior contract. The agency further notes that LPE has not provided any basis to believe that MPZA will not perform the contract with the resources referenced in its proposal. Supp. Memorandum of Law at 2-5.

Although an offeror may not propose personnel or other resources it does not expect to use during contract performance, to establish a "bait-and-switch" a protester must show that another offeror either knowingly or negligently misrepresented the availability of resources that it did not expect to furnish during contract performance. *See*, *e.g.*, *Custom Pak, Inc.; M-Pak, Inc.*, B-409308 *et al.*, Mar. 4, 2014, 2014 CPD ¶ 73 at 7; *Alamo City Eng'g Services, Inc.*, B-409072, B-409072.2, Jan. 16, 2014, 2014 CPD ¶ 32 at 6. In this context, we have noted that "it is neither unusual nor inherently improper for an awardee to recruit and hire personnel previously employed by an incumbent contractor." *Invertix Corp.*, *supra.*

Based on our review of the record here, we find unpersuasive LPE's assertion that the following constituted misrepresentations: MPZA's references to itself as "the incumbent"; the statement that MZPA "brings FDA the incumbent team"; or the statement that MPZA's proposed staff "are current employees of the offeror's team on the [predecessor] contract." Further, we do not view LPE's various complaints regarding MPZA's representations as demonstrating that MZPA intends to perform the contract with resources other than those referenced in its proposal. As noted above, it is neither unusual nor inherently improper for an awardee to recruit and hire incumbent personnel; accordingly, the potential for some employees to move from one team member (ZAI or BA) to another (MPF Federal) does not form a basis for protest. Finally, in the context of the record here, we see nothing improper in the SSA's consideration of the status and makeup of MPZA's team, or the staffing MPZA proposed, in making his determinations regarding the relative merits of the competing proposals. LPE's assertions regarding alleged misrepresentations are denied.

Consideration of ZAI's Performance on the Bridge Contract

Finally, in challenging the agency's evaluation of MPZA's proposal under the prior experience factor, LPE complains that the agency improperly considered ZAI's performance under the bridge contract that followed the 2017 expiration of a predecessor contract to this procurement. Specifically, in the second experience example listed above, MPZA identified a predecessor contract to this procurement that was performed between 2010 and 2017, under which ZAI performed as a subcontractor. Following expiration of that contract in September 2017, a bridge contract was issued, and ZAI continued its performance under that bridge contract through June 2018. LPE complains that, in describing the activities ZAI performed, MPZA's proposal does not distinguish between the activities performed prior to September 2017 and the activities performed thereafter under the bridge contract.

Accordingly, LPE maintains that, since any activities ZAI performed prior to January 2018 (five years before proposals were submitted) would not be considered "recent" under the terms of the solicitation, and because MPZA's proposal did not separately identify the activities performed after January 2018, the agency could not reasonably assess the scope and complexity of such activities for purposes of determining relevance.[16] Although LPE acknowledges that performance of the bridge contract extended through June 2018 (and, thus, was within the solicitation's "recency" period), LPE maintains that this example failed to comply with the solicitation requirements and should not have been considered.

The agency responds that the solicitation stated that, to be considered recent, the experience must have been gained "within the last five (5) years" and, here, the record clearly establishes that the bridge contract, under which ZAI performed, met this requirement. Supp. Contracting Officer's Statement at 3. The agency further maintains that, as documented by the bridge contract itself, the scope and complexity of the bridge contract's requirements were the same as the preceding contract. Supp. Memorandum of Law at 7-8; *see* AR, Tab 9.1, Justification and Approval for Bridge Contract at 1-4; Tab 9.2, Bridge Contract at 9. Accordingly, the agency maintains that it could reasonably consider ZAI's description of its activities overall to establish the relevance of its activities after January 2018. Supp. Memorandum of Law at 8. Finally, in responding to the protest, the agency states that the SSA or members of the evaluation team had "personal knowledge" with regard to each of MPZA's experience examples, including ZAI's performance under the bridge contract.[17] Supp. Contracting Officer's Statement at 3-4. Accordingly, the agency maintains that it properly considered ZAI's performance on the bridge contract as one of the three required experience examples.

An agency's evaluation of past performance and experience is a matter of discretion which will not be disturbed unless the Agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. *Family Entm't. Servs., Inc., d/b/a IMC,* B-291997.4, June 10, 2004, 2004 CPD ¶ 128 at 5; *SDS Int'l, Inc.*, *supra.* Further, where a dispute exists as to compliance with a solicitation's requirements, we will first examine the plain language of the solicitation and resolve the matter by reading

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[16] LPE also complains that the size of the bridge contract was substantially smaller than the size of the protested procurement. Comments and Supp. Protest at 19. However, while the solicitation provided that to be "relevant," prior experiences had to be "of similar scope and complexity" to this solicitation, it did not require that prior experiences be of similar size. *See* RFP amend. 1 at 100.

[17] Our Office will consider an agency's post-protest explanations that fill in previously unrecorded details, provided those explanations are credible and consistent with the contemporaneous record. See, e.g., *OGSystems, LLC*, B-417026.5, B-417026.6, July 16, 2019, 2019 CPD ¶ 273 at 5; *NWT, Inc.; PharmChem Labs., Inc.*, B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16. Here, we view the agency's post-protest explanations as simply providing additional details regarding its contemporaneous evaluation.

the solicitation as a whole. *See Compel JV, LLC,* B-421328, Mar. 8, 2023, 2023 CPD ¶ 64 at 8.

Here, we reject LPE's assertion that the agency was not permitted to consider ZAI's experience in performing the bridge contract. As discussed above, the solicitation provided that "recent" experience was experience gained "within the last five (5) years," and the record is clear that the performance of the bridge contract extended into that period. Further, the record provides a reasonable basis for the agency to conclude that the scope and complexity of the bridge contract was sufficiently similar to the requirements at issue here. Specifically, it is clear that the bridge contract was a follow-on to a predecessor contract to this procurement; that the requirements of the bridge contract were the same as those of the predecessor contract, *see* AR, Tab 9.1, Justification and Approval for Bridge Contract at 1-4; Tab 9.2, Bridge Contract at 9; and that the scope and complexity of the predecessor contract, and therefore the bridge contract, were similar to the requirements of the solicitation at issue here. Accordingly, the agency reasonably concluded that MPZA's description of the activities ZAI performed under the bridge contract were relevant. On this record, we reject LPE's assertions that it was unreasonable for the agency to consider ZAI's performance under the bridge contract; LPE's protest in that regard is denied.

Evaluation of Technical Approach

Notwithstanding the agency's assignment of a "high confidence" rating to LPE's proposal under the technical approach evaluation factor, LPE asserts that the agency "undervalued" and "failed to appreciate critical strengths" in LPE's technical approach. Protest at 3, 17-23. For example, LPE notes that, in evaluating LPE's proposal, the agency made "only a general reference" to LPES's experience performing case processing requirements, and complains that its proposal "[i]n fact . . . showcases its team's deep experience with this work."[18] *Id.* at 19. Similarly, LPES complains that, although its proposed subcontractor "currently performs the processing of IND [investigational new drug] Safety Reports on multiple contracts," the agency "did not cite [this aspect of LPE's proposal]" as "an element of . . . merit." *Id.* at 20. Finally, LPES maintains that, in evaluating MPZA's proposal under the technical approach factor, the agency should have "juxtaposed" LPE's and MPZA's proposals and, on that basis, assigned a "low confidence" rating to MPZA's proposal.[19] *Id.* at 19-23.

The agency responds that, consistent with the high confidence rating assigned to LPE's proposal, the agency neither undervalued LPE's proposed technical approach, nor failed to appreciate its strengths. In this context, the agency notes that it was not

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[18] The solicitation provided that the agency would consider both an offeror's experience and its proposed approach in evaluating proposals under the technical approach evaluation factor. RFP amend. 1 at 109.

[19] As noted above, the agency assigned a "some confidence" rating to MPZA's proposal under the technical approach evaluation factor.

required to document every aspect of LPE's experience that it viewed as beneficial, nor to identify aspects of the proposal that merely met, but did not exceed, the solicitation's requirements. Contracting Officer's Statement at 7-8; Memorandum of Law at 9-12. Accordingly, the agency maintains that it properly considered the various aspects of LPE's proposal that LPE complains were not recognized. Further, the agency responds that, in assigning ratings under the technical approach evaluation factor, the agency was required to evaluate both LPE's and MZPA's proposals against the solicitation's stated factors--not against each other's proposal.

The evaluation of the technical merits of an offeror's proposal is a matter within the agency's discretion. *IPlus, Inc.*, B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 7, 13. In reviewing a protest that challenges an agency's evaluation of proposals, our Office will not reevaluate the proposals, but will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. *Ocean Servs., LLC,* B-406087, B-406087.2, Feb. 2, 2012, 2012 CPD ¶ 62 at 5. A protester's disagreement with the agency's judgments does not establish that the evaluation was unreasonable. *VT Griffin Servs., Inc.,* B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4.

Here, based on our review of the proposals and the evaluation record, we find no basis to question the agency's evaluation of the competing technical proposals. The record establishes that, in evaluating LPE's technical approach, the agency recognized various aspects of LPE's proposal that were viewed as beneficial, assigning the proposal a rating of high confidence. The record also establishes that, in evaluating MPZA's proposal, the agency similarly recognized various aspects of MPZA's proposal that it viewed as beneficial--along with aspects that raised concerns--and assigned a lower rating of some confidence. As noted above, our Office will not reevaluate proposals, but rather will examine the record to determine whether the agency's assessments were reasonable. Here, while LPE expresses its opinion regarding the relative merits of the competing proposals, it fails to establish that the agency's assessments were contrary to the terms of the solicitation or otherwise unreasonable. Accordingly, LPE's protest challenging the agency's evaluation of proposals under the technical approach evaluation factor is denied.

Best-Value Determination

Finally, LPE protests the SSA's best-value tradeoff determination and his conclusion that MPZA's proposal represented the best overall value to the government. In this context, LPE complains that the determination "elevate[d] price over non-price factors in direct contravention of the Solicitation criteria," asserting that the agency made award on a "lowest price technically acceptable basis." Protest at 2-3, 26; Comments on Supp AR at 4. LPE also repeats the various alleged flaws discussed above, including assertions that the best-value determination reflected the SSA's "unreasonable erasure" of "significant weaknesses" in MPZA's proposal due to MPZA's alleged misrepresentations. Comments on Supp AR at 27. Overall, LPE expresses its

disagreement with the weight the SSA assigned to the technical superiority of LPE's proposal. Comments and Supp. Protest at 31.

The agency responds that, contrary to LPE's assertions, the SSA reasonably documented his consideration of the positive aspects of both offerors' proposals; his consideration of the evaluation team's concerns regarding MPZA's proposal; his basis for determining that the evaluation team's concerns were "not significant in nature"; and his conclusion that the technical superiority reflected in LPE's proposal was insufficient to justify the associated price premium. Contracting Officer's Statement at 9. Accordingly, the agency maintains that the SSA's best-value determination was reasonable, documented, and consistent with the terms of the solicitation.

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. Generally, in a negotiated procurement, an agency may properly select a lower-rated, lower-priced proposal where it reasonably concludes that the price premium involved in selecting a higher-rated proposal is not justified. *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 22. Finally, a protester's contentions regarding what it perceives to be the appropriate weight for various aspects of competing proposals does not establish a basis for protest. *AdvancedMed Corp.; TrustSolutions, LLC,* B-404910.4 *et al.,* Jan. 17, 2012, 2012 CPD ¶ 25 at 21.

Here, as discussed above, we have rejected LPE's various assertions regarding the agency's evaluation of proposals under the non-price evaluation factors, including the assertions that MZPA's proposal failed to comply with the solicitation requirements regarding prior experience and that MZPA made "material misrepresentations" in its proposal. Accordingly, we reject LPE's assertion that the best-value tradeoff was improper due to these alleged flaws. Further, the contemporaneous documentation supporting the tradeoff determination reflects the SSA's acknowledgement and consideration of the advantages that LPE's proposal offered; the points of concern in MPZA's proposal; the nearly 13 percent price premium associated with LPE's proposal; and the SSA's determination that the technical superiority of LPE's proposal did not warrant the price premium.

In light of the SSA's documented consideration of these factors, we find nothing unreasonable in his determination that MPZA's proposal offered the best value to the government. More specifically, to the extent LPE expresses its opinion that the agency improperly "elevate[d] price over non-price factors in direct contravention of the Solicitation criteria," we are unpersuaded that the SSA's judgment was unreasonable or contrary to the terms of the solicitation. As noted above, a protester's contentions about what it perceives as the appropriate weight or importance attached to the merits of competing proposals does not establish a basis for protest. Accordingly, LPE's challenges to the best-value determination are denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel