



**DOCUMENT FOR PUBLIC RELEASE**

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

# Decision

**Matter of:** Szanca Solutions, Inc.

**File:** B-422097

**Date:** January 17, 2024

---

Antonio R. Franco, Esq., Katherine B. Burrows, Esq., Jacqueline K. Unger, Esq., Patrick T. Rothwell, Esq., and Dozier L. Gardner Jr., Esq., Piliro Mazza PLLC, for the protester. Richard L. Moorhouse, Esq., and Christopher M. O'Brien, Esq., Greenberg Traurig LLP, for Global Dimensions, LLC., the intervenor. Lieutenant Colonel Michael R. Tregle, Captain Paula F. Barr, and Andrew J. Smith, Esq., Department of the Army, for the agency. Paula A. Williams, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

## DIGEST

1. Protest that the agency failed to recognize multiple strengths in the protester's proposal and to assign a higher technical rating is denied where the record demonstrates that the agency's evaluation was reasonable and consistent with the terms of the solicitation. The protester's disagreement with the agency's evaluation judgment, without more, provides no basis to sustain the protest.

2. Protest that the source selection official improperly made award on a lowest-priced, technically acceptable basis instead of a best-value tradeoff basis is denied where the record reflects that the source selection official reasonably found that the protester's slight technical advantage did not warrant the associated cost/price premium.

---

## DECISION

Szanca Solutions, Inc. (Szanca), a small business located in Bedford, Pennsylvania, protests the issuance of a task order to Global Dimensions, LLC (Global), a small business located in Fredericksburg, Virginia, under request for task order proposals (RFTOP) No. W50NH9-23-R-JRIC, issued by the Department of the Army, Army Contracting Command, for linguist/translation support services. Szanca alleges that the agency's evaluation of its proposal was unreasonable in various respects and challenges the best-value tradeoff decision.

We deny the protest.

## BACKGROUND

The RFTOP was issued on April 24, 2023, to holders of the Department of Defense's Language Interpretation and Translation Enterprise II (DLITE II) multiple award, indefinite-delivery, indefinite-quantity (IDIQ) contracts. The competition was limited to the DLITE II train and sustain pool of small business contractors. RFTOP at 3.<sup>1</sup> The procurement was conducted pursuant to Federal Acquisition Regulation (FAR) subpart 16.5, which addresses the competition for task orders under IDIQ contracts. *Id.* at 76. The stated objective of the procurement is to obtain contractor personnel to provide management and linguist services in support of the Joint Reachback Intelligence Community (JRIC) to transcribe, translate, and interpret information from a variety of classified sources in order to meet ongoing, new, and changing operational requirements within the continental United States. AR Exh. 4h, RFTOP amend. 2, Revised Performance Work Statement (PWS) at 20-43.<sup>2</sup> Szanca is the incumbent contractor for the requirement. Protest at 8.

The RFTOP contemplated the issuance of a single hybrid time-and-materials task order to be performed over a base year period with four option years and a 6-month option to extend services in accordance with FAR 52.217-8. RFTOP at 21. The solicitation provided that award was to be made on a best-value tradeoff basis considering three factors: (1) human capital management plan; (2) technical experience; and (3) cost/price. *Id.* at 78-79. For purposes of award, factor 1, human capital management plan was more important than factor 2, technical experience, which was more important than factor 3, cost/price. When combined, the non-cost/price factors were significantly more important than cost/price. *Id.* at 79. However, the solicitation provided that cost/price might become important when the advantages of a higher-rated, higher cost/price proposal did not merit the associated cost/price premium. *Id.*

The solicitation instructed offerors to submit their proposals in four separate volumes. volume 1 was to address factor 1, human capital management plan; volume 2, was to address factor 2, technical experience; volume 3 was to address factor 3, cost/price; and volume 4, was to address administrative requirements. *Id.* at 64.

Under factor 1, human capital management plan, the solicitation instructed offerors to provide a detailed narrative of their approach to meeting the linguist continuity and replacement requirements of PWS C.2.6; to the candidate vetting and screening requirements of PWS C.2.3.6; and to the linguist retention requirements of PWS C.2.6.3. *Id.* at 66. The RFTOP anticipated that each offeror would be evaluated based on its overall approach presented for this factor, including its proposed methodology, its

---

<sup>1</sup> The solicitation was amended three times. Unless otherwise noted, all references to the RFTOP are to the initial version provided as exhibit 4 of the agency report (AR).

<sup>2</sup> All citations to the PWS are to the amended version provided as exhibit 4h of the AR.

demonstrated understanding of the solicited requirements, and the risk associated with its proposal. *Id.* at 80.

Under factor 2, technical experience, the solicitation instructed offerors to describe the extent of its previous experience with recent and relevant contracts in providing management oversight to personnel performing in geographically dispersed locations with no dedicated site management to demonstrate its capability to successfully perform the requirements of this task order. *Id.* at 67. For this evaluation factor, the agency would assess the offeror's approach and understanding of the requirements and the risk associated with the offeror successfully performing the required effort based on the extent to which the offeror's proposed recent and relevant experience is comparable to the solicitation's criteria considerations. *Id.* at 80. With respect to factor 3, cost/price, the solicitation stated that the agency would evaluate proposed pricing for reasonableness, completeness, and balance. *Id.* at 81.

The agency received timely proposals from three offerors, including Szanca and Global. Contracting Officer Statement (COS) at 2. After an evaluation of initial proposals, the agency established a competitive range of three offerors, conducted discussions, and requested and received final proposal revisions (FPRs).<sup>3</sup> *Id.* The agency's technical evaluation team (TET) evaluated the FPRs, assessed strengths, and assigned adjectival ratings under the non-cost/price factors.<sup>4</sup> *Id.* The agency's cost/price analyst performed the cost/price evaluations. *Id.*

The ratings and evaluated cost/prices for Szanca's and Global's FPRs are shown in the table below.

Factors	Offerors	
	Szanca	Global
Human Capital Management Plan	Acceptable	Acceptable
Technical Experience	Outstanding	Good
Total Evaluated Price	\$50,624,219	\$44,999,088

AR Exh. 13, Source Selection Authority (SSA) Final Eval. Briefing Report at 21; AR Exh. 14, Source Selection Decision Document (SSDD) at 7.

The record reflects that the agency did not identify any strengths, significant strengths, weaknesses, significant weaknesses, or deficiencies in Szanca's proposal under

---

<sup>3</sup> The third offeror's proposal and evaluation are not relevant here.

<sup>4</sup> The RFTOP provided the following adjectival ratings in evaluating the non-cost/price factors: outstanding, good, acceptable, marginal, or unacceptable. RFTOP at 79.

factor 1, human capital management plan.<sup>5</sup> See AR Exh. 10, TET Eval. of Szanca Vol. 1 Proposal at 6. Likewise, the record reflects that the agency did not identify any strengths, significant strengths, weaknesses, significant weaknesses, or deficiencies in Global's proposal under this factor. See AR Exh. 14, SSDD at 11. The agency assigned both proposals a rating of acceptable because the agency concluded that the offerors' demonstrated an adequate approach and understanding of the PWS requirements with the risk of unsuccessful performance no worse than moderate. *Id.* at 10-11.

Under factor 2, technical experience, the record reflects that the agency assessed two strengths, no significant strengths, weaknesses, significant weaknesses or deficiencies in Szanca's proposal and assigned a rating of outstanding. AR Exh. 11, TET Eval. of Szanca Vol. 2 Proposal at 9. On the other hand, Global's proposal was assessed one strength, no significant strengths, no weaknesses, no significant weaknesses or deficiencies and the agency assigned its proposal a rating of good under this factor. See AR Exh. 14, SSDD at 12.

The SSA reviewed the results of the technical and cost/price evaluations and concurred with the evaluators' findings and conclusions. *Id.* at 6. The SSA then conducted a comparative assessment of Szanca's and Global's proposals under each evaluation factor. *Id.* at 11-14. The SSA concluded that the advantage of Szanca's higher-rated, higher cost/price proposal was not worth the cost/price premium of 13 percent and determined that Global's proposal represented the best value to the government. *Id.* at 14.

The task order was issued to Global at a total evaluated price of \$44,999,088. On September 26, the agency notified Szanca of the award decision. AR Exh. 16, Unsuccessful Offeror Letter. After receiving a written debriefing, this protest followed.<sup>6</sup>

---

<sup>5</sup> The solicitation did not define the following terms: strengths, significant strengths, weaknesses, significant weaknesses or deficiencies. However, the contracting officer defined a "strength" as an 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. COS at 5-6. While Szanca generally complains that the contracting officer's definition of a strength was an improper *post hoc* explanation, see Comments at 6, we will consider post-protest explanations that provide a detailed rationale for contemporaneous conclusions as proffered in the protest record here. See, e.g., *ENSCO, Inc.; PAE Nat'l Security Sols. LLC, B-414844 et al.*, Oct. 2, 2017, 2017 CPD ¶ 357 at 11. Further, we note that the standard utilized by the contracting officer is the definition of strength adopted in chapter 5 of Appendix AA, Army Source Selection Supplement, of the Army FAR Supplement.

<sup>6</sup> The task order at issue here is valued in excess of \$25 million and was placed under an IDIQ contract established by the Department of Defense. Accordingly, our Office has jurisdiction to consider Szanca's protest. 10 U.S.C. § 3406(f)(1)(B).

## DISCUSSION

Szanca raises various challenges to the agency's evaluation of its proposal. Specifically, the protester asserts that the agency unreasonably failed to assign strengths to its proposal under factor 1, human capital management plan and failed to assign a significant strength under factor 2, technical experience. Protest at 7-24. Szanca also challenges the agency's best-value tradeoff decision, contending that the errors in the underlying evaluation rendered the tradeoff decision unreasonable since the agency failed to assess the relative technical merit of proposals and, instead, improperly made award on a lowest-priced, technically acceptable basis. The Army counters each of the protester's arguments, defending the agency's evaluation findings as reasonable and consistent with the solicitation. COS at 4-18; Memorandum of Law (MOL) at 6-21. We have considered all of the protester's arguments, and while we do not address them all, none provides a basis on which to sustain the protest.

As noted above, this task order competition was conducted among DLITE II Train and Sustain IDIQ contract holders pursuant to the provisions of FAR subpart 16.5. The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion since the agency is responsible for defining its needs and the best method of accommodating them. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 9. In reviewing protests challenging the evaluation of an offeror's proposal, we do not reevaluate proposals but examine the record to determine whether the evaluations and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Mission Essential, LLC*, B-418767, Aug. 31, 2020, 2020 CPD ¶ 281 at 5; *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4; *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15-16. A protester's disagreement with the agency's judgment regarding the evaluation of proposals, without more, is not sufficient to establish that the agency acted unreasonably. *CSRA LLC*, *supra*.

### Evaluation Under Factor 1 - Human Capital Management Plan

Szanca alleges that its proposal merited several strengths under factor 1, human capital management plan and had the agency assigned just one of the several strengths it deserved, Szanca would have had a substantial chance of being selected as the best value offeror. *See generally*, Protest at 7-12; Comments at 7. Essentially, Szanca argues that as the incumbent contractor with proven strategies for meeting the PWS requirements for linguist continuity, vetting, and retention services, its proposal merited an assignment of multiple strengths and an overall rating of outstanding or at least good rather than acceptable. Comments at 2-8.

The solicitation's definitions for the ratings of outstanding, good, and acceptable, were as follows:

OUTSTANDING – Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.

GOOD – Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.

ACCEPTABLE – Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

RFTOP at 79.

In evaluating proposals under this factor 1, the solicitation provided that the agency would consider the following elements that together would form the basis for offerors' rating: linguist continuity and replacement (PWS C.2.6) requirements; the candidate vetting and screening (PWS C.2.3.6) requirements; and the linguist retention (PWS 2.6.3) requirements.<sup>7</sup> *Id.* at 80. Offerors were instructed to describe their approach to performing all tasks as delineated in the PWS. *Id.* Among other things, PWS C.2.6 required the offeror to address how it would recruit and pre-vet, hire, vet, and retain linguists to meet the requirements of this contract; maintain a continuous linguist pipeline capable of providing qualified linguists; have contingency plans outlining processes to fill vacant positions and replace linguists who are unable to work and provide immediate replacement candidates within seven calendar days of those personnel mobilized for military service, become injured, incapacitated, or are unable to work. Revised PWS at 30.

Szanca claims that its proposal merited a strength because its approach to meeting linguist continuity and replacement exceeded the requirements of PWS C.2.6. Protest at 9-10. In its proposal Szanca enumerated six points to meeting the solicitation requirements: [DELETED]. See AR Exh. 5, Szanca Vol. 1 Proposal at 1-2. The protester contends that it should have received at least one strength for its six processes, which were all dedicated to how Szanca would recruit and pre-vet, hire, vet, and retain linguists to meet the contract requirements and maintain a continuous linguist pipeline capable of providing qualified linguists to support this requirement. Protest at 10.

---

<sup>7</sup> The solicitation did not identify the linguist continuity and replacement, candidate vetting and screening, and linguist retention requirements as subfactors; rather, they were identified as elements of the human capital management plan factor that the agency would consider in the overall rating for factor 1, human capital management plan.

The evaluation record indicates that the TET evaluated every element of Szanca's approach to the linguist continuity and retention requirements of PWS C.2.6. In doing so, the evaluators reviewed the various elements of Szanca's proposal that focused on [DELETED]. The TET determined that the protester's approach met but did not exceed the PWS requirements to maintain linguist continuity. AR Exh. 10, TET Eval. of Szanca Vol. 1 Proposal at 5.

In addition, the evaluators noted that the protester highlighted the need to [DELETED] and provided sufficient elements in its approach to [DELETED]. The TET found that Szanca's approach to continuity and replacement "meets the [PWS] requirements as it employs processes to retain linguists while also having the capability to sustain a pipeline to supply qualified replacement linguists." *Id.* Regarding the protester's approach to linguist retention, the TET noted that Szanca described a retention plan with four main components to ensure employee satisfaction and concluded that Szanca's approach meets the PWS requirements "as it employs processes and provides inducements which will help to retain linguists." *Id.* Ultimately, based on these findings, the evaluators concluded that Szanca's proposal met the linguist continuity and replacement requirements of PWS C.2.6, finding its proposal demonstrated an adequate approach and understanding of the requirements. The agency assigned a rating of acceptable for this aspect of Szanca's proposal.

We find no basis to question the reasonableness of the agency's evaluation. The record reflects that the agency conducted a thorough assessment of Szanca's proposed approach to meeting the linguist continuity and replacement requirements. The record further indicates that the protester's six point plan was not assessed as a strength because the agency concluded that these elements met but did not exceed the PWS requirements and did not represent anything new or unique to the linguist industry nor provide any particular advantages to the agency. An agency's judgment that the features identified in a proposal do not significantly exceed the solicitation's requirements or provide advantages to the government--and thus do not warrant the assessment of strengths--is a matter within the agency's discretion and one that we will not disturb where a protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. Although the protester insists that its proposal deserved a strength, its disagreement with the agency's judgment, without more, is insufficient to establish that the agency's evaluation was unreasonable. *Imagine One Tech. & Mgmt., Ltd.*, B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 4-5.

Next, the protester claims that it was entitled to a strength for its approach to meeting the candidate vetting and screening requirements. Relevant here, PWS C.2.3.6 stated that the contractor,

shall pre-vet each applicant to ensure that everyone's skill level is assessed and fully documented as meeting requirements. . . . Incumbent linguists are "grandfathered" for transition and incumbent capture purposes, i.e., considered acceptable if currently performing, however the

contractor must recertify skills. All incumbent linguist language skills testing and recertification must occur within 3 months (90 calendar days) of award. New linguist candidates must meet contract requirements prior to reporting to the performance location.

Revised PWS at 27.

The evaluation record shows that the agency considered Szanca's approach to performing the candidate vetting and screening requirements, including its proposed use of [DELETED] to manage all phases of linguist recruiting. AR Exh. 10, TET Eval. of Szanca Vol. 1 Proposal at 4. The evaluators noted that [DELETED] would allow Szanca to eliminate unqualified candidates early in the process and enable the protester to focus on those candidates who are qualified. The TET further noted that:

The proposal also identifies its familiarity with [DELETED] which the TET assessed demonstrated capability to meet the JRIC effort security requirements and reduces risk. [The protester] describes using a streamlined approach to screening to identify qualified candidates who meet the necessary JRIC requirements early, who will then be properly vetted for each position and location, resulting in a more reliable pipeline of linguists to support the JRIC mission. In Proposal Section 1.2 (pages 2 and 3) [the protester] identifies five (5) benefits of its vetting process, but the TET did not assess additional merit because it was assessed these are standard elements that contribute to its ability to maintain a reliable pipeline as required by the PWS.

*Id.* Given these evaluative assessments, the TET concluded that Szanca's approach meets the PWS C.2.3.6 requirements, noting that the protester's approach employs mature processes to identify, vet, and screen candidates. *Id.*

Based on the agency's documented evaluation findings, the protester identified three strengths it believed should have been assigned to its proposal. According to Szanca, the TET expressly recognized three aspects of its proposal as advantages that benefit the government but alleges that there was "no explanation in the record for the [a]gency's irrational decision not to treat these advantageous aspects as strengths." Comments at 4. The protester identifies these aspects as: its familiarity with [DELETED] that demonstrated its capability to meet JRIC security requirements which reduces risk; its use of a streamlined approach to identify qualified candidates resulting in a more reliable pipeline of linguists to support the JRIC mission; and, using its [DELETED] to manage the recruitment process, which enhances Szanca's ability to better recruit, vet, and screen candidates. *Id.*

The record belies Szanca's allegations. The evaluation documents show that the agency specifically determined that Szanca's approach to vetting and screening linguists meets the PWS C.2.3.6 requirements and explains that the protester employed "mature processes to identify and evaluate candidates based on the criteria included in



the PWS.” AR Exh. 10, TET Eval. of Szanca Vol. 1 Proposal at 4. More importantly, the agency noted that while the protester’s proposal identified various benefits of its vetting process, the TET “did not assess additional merit” because the TET determined these were “standard elements that contribute to [the protester’s] ability to maintain a reliable pipeline [of linguists] as required by the PWS.” *Id.* In other words, the TET determined that this aspect of Szanca’s proposal only met the requirements but did not demonstrate merit or exceed the PWS C.2.3.6 requirements. Here again, we find no basis to question the agency’s assessments. Although Szanca disagrees with the agency’s conclusions, without more, we cannot conclude that the agency’s evaluation was unreasonable. *CSRA LLC, supra.* Accordingly, we deny this ground of protest.

Finally, Szanca claims that it was entitled to a strength for yet another aspect of its proposal under the linguist retention requirements. As relevant, PWS 2.6.3 requires the offeror to detail its approach to “[r]etaining linguists who are cleared and performing under the current task order [that] is a priority for this contract. The contractor may propose retention incentives to these linguists to meet this operational need.” Revised PWS at 31. Offerors were informed that the agency would evaluate its approach for linguist retention. RFTOP at 80.

Szanca’s proposal offered a detailed retention plan consisting of four components: [DELETED]. AR Exh. 5, Szanca Vol. 1 Proposal at 3. The protester claims that this solution provides a clear advantage to the agency since, as the incumbent contractor, Szanca can use its already proven retention plan to retain the linguists performing under the incumbent contract. Comments at 6-7.

We find no merit to this aspect of the protest. The evaluation record indicates that the agency considered Szanca’s retention plan and concluded that the plan met the PWS 2.6.3 requirements. In reaching this conclusion, the TET noted that the protester’s retention plan “employs processes and provides inducements which will help to retain linguists.” AR Exh. 10, TET Eval. of Szanca Vol. 1 Proposal at 5. Szanca argues, however, that the agency unreasonably failed to explain why each and every aspect of the alleged benefits Szanca’s retention processes provide were not advantageous to the agency. See Comments at 6-7.

We disagree and find that the agency reasonably documented its evaluation. In this regard, while an agency’s judgment must be documented in sufficient detail to show it is not arbitrary, a failure to discuss every detail regarding the relative merit of solicitation responses in a selection decision document does not affect the validity of the decision where, as here, the record shows that the agency’s award decision was reasonable. *Carmon Constr., Inc.*, B-292387, B-292387.3, Sept. 5, 2003, 2003 CPD ¶ 158 at 4.

In sum, based on the record presented, we find the agency’s evaluation of Szanca’s proposal under factor 1, human capital management plan, without the assessments of any strengths, was reasonable, adequately documented, and in accordance with the stated evaluation criteria. We deny the protester’s objections to the agency’s evaluation in this regard.

## Evaluation Under Factor 2 - Technical Experience

Szanca additionally contends that the agency misevaluated its proposal when it failed to assign a significant strength for its experience in performing the exact services under predecessor task orders as those being solicited here. Protest at 12-14; Comments at 9-11. As noted, relevant experience would be assessed for comparability in scope against the following criteria consideration: “Contracts providing oversight to personnel performing linguist or intelligence services with no on-site management, with a minimum of 3 FTEs [full-time equivalents] (with Top Secret/Sensitive Compartmented Information) per location at 2 distinct geographic locations separated by at least 100 miles.” RFTOP at 68.

Here, the evaluation record reflects that the TET evaluated Szanca’s incumbent experience as having two strengths. AR Exh. 11, TET Eval. of Szanca Vol 2 Proposal at 6-8. Specifically, the agency considered the protester’s proposal to merit the following strength:

Based on the additional information provided in response to EN [evaluation notice] SZA-TEF2-001, the TET assigned a strength because [the proposal] demonstrated between [DELETED] at [DELETED] geographically distinct performance locations and meaningfully exceeded the criteria [3 FTEs at 2 distinct geographic locations] and is advantageous because it demonstrates the offeror’s ability to manage multiple FTEs at dispersed performance locations and reduces the risk the offeror will not be able to provide oversight to multiple FTEs at geographically dispersed locations.

*Id.* at 9. After considering the totality of the protester’s incumbent experience under this factor, including the multiple evaluated strengths, the TET assigned Szanca an overall rating of outstanding. *Id.*

On this record, we find no basis to question the reasonableness of the agency’s evaluation. While the solicitation did not define a strength or a significant strength, the solicitation’s adjectival rating definitions gave the agency a degree of latitude in assigning ratings. As set forth above, the solicitation defined a rating of outstanding to apply if a proposal demonstrated an exceptional approach and contains multiple strengths and/or at least one significant strength, and the risk of unsuccessful performance is low. See RFTOP at 79. While the protester complains that it deserved at least one significant strength based on its proven record as the incumbent, the record indicates that the TET positively assessed Szanca’s contract references, ultimately assigning two strengths and an overall rating of outstanding but did not find that the protester’s references demonstrated unique or exceptional attributes to merit a significant strength. We conclude that the protester’s disagreement with the agency’s judgment does not provide a basis to sustain the protest.

## Best-Value Tradeoff Determination

At the outset, the protester challenges the agency's best-value decision on the basis of the alleged errors in the agency's evaluation of the protester's proposal under the non-cost/price factors. Comments at 12. This challenge is predicated on the protester's claim that the agency improperly failed to credit its proposal with multiple strengths and significant strengths, and, as discussed above, we found no merit in these assertions. Accordingly, this challenge does not provide a basis to question the agency's best-value decision. See *Merrill Aviation & Defense*, B-416837, B-416837.2, Dec. 11, 2018, 2018 CPD ¶ 421 at 10.

The protester also contends that the SSA's best-value tradeoff analysis was flawed, arguing that the SSA failed to differentiate qualitatively between the offerors' proposals. Protest at 15-23; Comments at 12-21. In support of this argument, Szanca points out that the agency assigned identical ratings of acceptable to both proposals under factor 1, human capital management plan and negated the advantages of Szanca's assessed strengths under factor 2, technical experience. *Id.*

As noted above, the SSA considered the evaluation results and concluded that Global's proposal represented the best overall value to the government. In reaching that determination, the SSA noted the various features of both proposals, Szanca's higher rating under factor 2, technical experience, and the cost/price premium of 13 percent for Szanca's proposal. AR Exh. 14, SSDD at 11-14. The SSA explained as follows:

In summary, Szanca Solutions' proposal does offer advantages over Global Dimensions' proposal in Factor II. However, Global Dimensions and Szanca Solutions are approximately equal for Factor I, both rated Acceptable with zero significant strengths, strengths, weaknesses, significant weaknesses, or deficiencies, which is the more important than Factor II. Considering Szanca Solutions only provides a slight advantage in Factor II, which is less important than Factor I, and otherwise Szanca Solutions and Global Dimensions are approximately equal, I find that in accordance with section M.6.4 of the RTOP the advantages of Szanca Solution's higher rated, higher cost/price proposal are not worth the cost/price premium over Global Dimensions' proposal. Accordingly, based on my judgment, I find the advantage that Szanca Solutions has over Global Dimensions in Factor II does not justify an approximate 13 [percent] or, \$5,625,131, cost/price premium. Accordingly, Szanca Solutions' proposal is not the best value to the Government compared to Global Dimensions' proposal.

*Id.* at 14.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price.

*Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and non-price (or, as here, cost and non-cost) factors, 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 stated evaluation criteria. *Id.* at 14.

Generally, in a negotiated procurement--including task order procurements subject to the provisions of FAR subpart 16.5 that use negotiated procurement techniques--an agency may properly select a lower-rated, lower-priced proposal where it reasonably concludes that the price premium involved in selecting a higher-rated proposal is not justified in light of the acceptable level of technical competence available at a lower cost/price. *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 22; see also *Smartronix, Inc.*; *ManTech Advanced Sys. Int'l, Inc.*, B-411970.9 *et al.*, Dec. 9, 2016, 2016 CPD ¶ 362 at 10. Our Office has found that when SSAs have performed this analysis, it is within their discretion to choose a lower-rated, lower-priced proposal in a best-value procurement. *Strategic Operational Sols., Inc.*, B-420159 *et al.*, Dec. 17, 2021, 2021 CPD ¶ 391 at 7 (*citing Research & Dev. Sols., Inc.*, B-410581, B-410581.2, Jan. 14, 2015, 2015 CPD ¶ 38 at 11.).

Here, based on the discretion afforded to the SSA, we find nothing unreasonable in his assessments and conclusions. We therefore find no merit in Szanca's challenges to the agency's best-value tradeoff analysis and award decision.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel