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Decision

Matter of: PingWind, inc.

File: B-423141

Date: February 5, 2025

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DIGEST

1. Protest challenging the agency's evaluation of the awardee's staffing plan is denied where the record demonstrates the agency reasonably assessed a strength to the awardee's staffing plan.
 2. Protest challenging agency's price analysis is denied where the record shows that the price evaluation was reasonable and consistent with the solicitation.
 3. Protest that the agency failed to conduct a proper best-value tradeoff analysis is denied where the record demonstrates that the agency considered the relative merits of the offerors' proposals in its source selection decision and protester otherwise fails to demonstrate that the tradeoff was unreasonable.
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DECISION

PingWind, Inc. a small business of Annandale, Virginia, protests the issuance of a task order to Bravura Information Technology Systems, Inc., (Bravura), a women-owned, minority-owned, small disadvantaged business of Aberdeen, Maryland, under task order reference No. 497699, issued by the Department of the Army, U.S. Army Contracting Command, for cybersecurity services. The protester challenges the agency's evaluation of the awardee's staffing plan, the price analysis, and best-value tradeoff determination.

We deny the protest.

BACKGROUND

On June 17, 2024, the Army issued the task order request (TOR) as a total small business set-aside to all contract holders of the Army's computer hardware, enterprise software and solutions information technology (IT) enterprise solutions 3 services multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract. Agency Report (AR), Tab 8a, TOR at 1-2; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 1-2.¹ The procurement was conducted in accordance with Federal Acquisition Regulation (FAR) subpart 16.5 and sought a variety of cyber security support and associated IT services for the Army's human resources command located at Fort Knox, Kentucky. TOR at 8; AR, Tab 8, Performance Work Statement (PWS) at 7-10.² The solicitation contemplated issuance of a task order with fixed-price and cost-reimbursable contract line item numbers (CLINs) for a 1-year base period, four additional 1-year option periods, and an option to extend period.³ TOR at 1-2, 9.

The solicitation established that award would be based on a best-value tradeoff considering four factors: security requirements, technical, management, and cost/price. TOR at 22-23. As relevant here, under the management factor, offerors had to propose a staffing plan that demonstrated the offeror's understanding of the PWS and identified labor categories and total number of hours for each category, among other information. *Id.* at 16. The solicitation provided that the security requirements factor would be evaluated as acceptable or unacceptable with unacceptable offerors excluded from further consideration. *Id.* at 23. The technical and management factors would each be assigned one of the following adjectival ratings: outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 24-25. The technical and management factors were of equal importance and were more important than the cost/price factor. *Id.* at 23. As the non-price factors equalized, the solicitation established that price would become "more important in the best value analysis." *Id.* at 23-24.

The Army received and evaluated four proposals under the TOR, to include proposals from the protester and the awardee. COS/MOL at 2. Relevant here, the Army found the protester and awardee to be acceptable under the security requirements factor and evaluated their proposals under the technical, management, and cost/price factors as follows:

¹ Unless otherwise noted, citations to the record reference the Adobe PDF document page numbers.

² All references to the TOR and PWS are to the fifth amended versions.

³ The cost-reimbursable CLINs were for tools, travel, and other direct costs. TOR at 9.

	Pingwind	Bravura
Technical	Outstanding ⁴	Outstanding
Management	Outstanding	Outstanding
Cost/Price	\$36,302,477	\$29,164.837

AR, Tab 17, FODD at 13-16.

The agency’s technical evaluation team (TET) assessed three strengths and no weakness to PingWind’s proposal under the management factor. AR, Tab 17, FODD at 11. For Bravura’s proposal, the agency assessed three strengths and no weaknesses under the management factor. *Id.* at 8-9. The source selection authority (SSA) determined that Bravura’s cost/price was fair and reasonable and selected Bravura’s proposal for award. COS/MOL at 6; AR, Tab 17, FODD at 18.

On October 21, 2024, the Army notified PingWind that its proposal was not selected for award. COS/MOL at 6. PingWind received a debriefing, and this protest followed.⁵

DISCUSSION

PingWind alleges that the Army’s evaluation of Bravura’s staffing plan under the management factor was unreasonable, the agency’s price evaluation was flawed, and

⁴ An “outstanding” was assigned to proposals that indicated an “exceptional approach and understanding of the requirements and contain[] multiple strengths, and risk of unsuccessful performance is low.” AR, Tab 17, Fair Opportunity Decision Document (FODD) at 3.

⁵ The awarded value of the task order at issue exceeds \$25 million. Accordingly, at the time this protest was filed on October 29, 2024, this procurement was within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B); see National Defense Authorization Act for Fiscal Year 2025, Pub. L. No. 118-159, ____ Stat. ____ § 885 (2024) (amending jurisdictional threshold to \$35 million for protests of orders placed under IDIQ contracts awarded under authority of title 10, effective December 23, 2024); *Technatomy Corp.*, B-405130, June 14, 2011, 2011 CPD ¶ 107 at 5-6 (changes to jurisdiction will not be given retroactive effect, absent specific statutory direction).

the best-value tradeoff was unreasonable.⁶ As discussed below, the record reflects that the agency reasonably evaluated proposals and reasonably concluded that Bravura's proposal was the best value.

Evaluation of Bravura's Staffing Plan

PingWind argues that the agency's evaluation of Bravura's proposal under the management factor was unreasonable. Protest at 5; Supp. Comments at 2. In this regard, the protester alleges that the agency should not have assessed a strength to Bravura's staffing plan, and instead should have assessed a weakness. Comments at 2. According to the protester, this would have resulted in Bravura receiving a rating of "marginal" instead of "outstanding" for this factor. Protest at 6.

As relevant here, the solicitation required offerors to provide a detailed staffing plan under the management factor. TOR at 16, 27. The solicitation required submission of a:

staffing plan that demonstrates your understanding of the PWS, and the capabilities and experience you will employ to ensure successful task order performance. Your submitted staffing plan should identify names of labor categories, quantities of contractor manpower equivalents, technical and professional certifications held for all staff, and a total number of hours for each, as well as a proposed organizational chart.

Id. at 27.

PingWind argues that the agency should have assessed a weakness to Bravura's staffing plan because it was unrealistic. PingWind asserts that the staffing plan relied on Bravura's ability to recruit and retain the incumbent personnel. Comments at 2. However, according to the protester, Bravura "fail[ed] to offer any explanation of how it intends to retain any incumbent staff at all." *Id.* at 3. In addition, PingWind contends that most of the awardee's proposed labor rates⁷ are on average [DELETED] percent lower than the current labor rates for the incumbent personnel.⁸ *Id.* at 3-5. The protester maintains that on this basis, the agency "should have recognized that it is not realistic for Bravura to retain the incumbent personnel" and therefore should have assessed a weakness to Bravura's staffing plan. *Id.* at 5.

⁶ PingWind also initially alleged that the agency engaged in disparate treatment but withdrew this protest ground after the agency filed its agency report. See Supp. Comments at 9 n.2.

⁷ The TOR required offerors to provide fully burdened labor rates. TOR at 17-18.

⁸ PingWind is the incumbent contractor and relied on its proposed labor rates in making this comparison. See Comments at 3-5.

In response, the agency argues that it properly assigned the awardee's staffing plan a strength. Supp. COS/MOL at 3-5. The agency contends that it did not assess the strength to Bravura's proposal solely because of the awardee's plan to hire incumbents but rather because of "its comprehensive staffing plan that utilizes multiple efforts and strategies, several of which were identified by the technical evaluators." *Id.* at 4. The agency notes that Bravura did not make any guarantees about retaining a certain percentage of incumbent personnel and that the awardee addressed "secondary plans to hire the required personnel" if it cannot hire incumbent personnel. *Id.*

In reviewing a protest of an agency's evaluation of proposals, our Office will not reevaluate proposals but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Technology Concepts & Design, Inc.*, B-403949.2, B-403949.3, Mar. 25, 2011, 2011 CPD ¶ 78 at 8. Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results. *TRI-COR Indus., Inc.*, B-252366.3, Aug. 25, 1993, 93-2, CPD ¶ 137 at 11. We will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *General Dynamics Info. Tech., Inc.*, B-421290, B-421290.2, Mar. 1, 2023, 2023 CPD ¶ 60 at 4. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *Id.*

The record here reflects that the agency properly evaluated Bravura's proposal against the solicitation criteria, and reasonably assessed the qualitative merits of Bravura's staffing plan. As an initial matter, there is no basis for the protester's assertion that the agency should have downgraded Bravura's proposal for its reliance on incumbent personnel to staff performance; the record reflects that Bravura's staffing plan did not exclusively rely on using the incumbent workforce. While Bravura's proposal stated that one aspect of its staffing plan was to provide qualified incumbent personnel first right of refusal for employment, the awardee also explained "additional staffing processes that ensure all positions for this contract are filled quickly." AR, Tab 12a, Bravura Mgmt. Proposal at 11. For example, Bravura explained that it maintains large enough pools of candidates qualified for the work should they not be able to capture enough incumbents. *Id.* The awardee also explained their approach to talent acquisition and external recruitment. *Id.* at 11-12.

Second, to the extent PingWind argues that the agency should have considered the risk of Bravura's ability to hire incumbent staff given the difference between Bravura's proposed labor rates and the incumbent labor rates, the solicitation did not contemplate such an evaluation. Under the management factor, the solicitation did not require offerors to provide the labor rates for their proposed labor categories. Accordingly, there is no basis to conclude that the agency should have utilized this information in evaluating the staffing plan under the management factor.

Third, the agency did not in fact assign Bravura's proposal a strength based on its plan to use incumbent personnel. In assessing a strength to Bravura's staffing plan under the management factor, the agency explained:

[Bravura] presented an overall staffing plan that showed full understanding and support of the PWS. . . . The board also felt the proposal showed the capabilities and experience necessary for the offeror to establish a successful staffing plan.

The proposal also included tables . . . that includes a comprehensive listing of talent acquisition, labor categories, quantity of personnel, technical/professional certifications, total manpower hours, current security clearances, and total number of hours for each. . . . Additionally, [Bravura] also included proposed organizational charts . . . to further illustrate their staffing structure that ties categories and skillsets to required task areas.

The board mentioned the proposal addressed staffing at all points in an employee retention cycle, including recruitment, benefits, and replacement. The board also recognized [Bravura's] focus on team recognition and the importance of its employees' success. Overall, the proposal demonstrated an excellent understanding of the required work and necessary competencies. [Bravura's] proposal is assessed as a **STRENGTH** for this aspect of the PWS task.

AR, Tab 14, Bravura Evaluation Report at 5. In selecting Bravura's proposal as the best value, the SSA recognized Bravura's "detailed staffing plan" and reiterated the aspects that the TET had highlighted in assessing the strength. *Id.* at 8.

Consistent with the agency's response to PingWind's protest, the contemporaneous evaluation shows that the agency did not assess a strength to Bravura's proposal because of its proposed incumbent capture. Rather, the agency recognized Bravura's "detailed staffing plan that showed a thorough understanding and support of the PWS" and its "comprehensive breakdown of talent acquisition, labor categories, and required competencies . . . [which] demonstrated a complete understanding of the requirement." AR, Tab 17, FODD at 9.

On this record, we find the agency reasonably assessed a strength to Bravura's staffing plan under the management factor. PingWind's argument that Bravura's staffing plan relied heavily on incumbent capture and that the agency ignored the risk created by this approach is not supported by the record. This protest ground is denied.

Evaluation of Bravura's Proposal Under the Price Factor

PingWind challenges the agency's price evaluation on the basis that Bravura's price proposal is inconsistent with its staffing proposal. Supp. Comments at 4. The protester again contends that the staffing proposal relies on hiring incumbent personnel but that

the price proposal shows the incumbent employees would “need to accept a pay cut of approximately [DELETED] [percent].” *Id.* PingWind argues that the agency’s “erroneous evaluation led the Army to believe that it could receive the benefits of Bravura’s low price with no substantial loss of incumbent personnel.” *Id.* at 5.

In response, the agency states that it conducted a proper price analysis in accordance with the evaluation criteria. COS/MOL at 17. The agency asserts that it evaluated the awardee’s price to be fair and reasonable in comparison to the independent government cost estimate (IGCE). Supp. COS/MOL at 6. With respect to PingWind’s focus on incumbent capture, the agency again notes that Bravura did not propose any incumbent capture rates or goals, nor was it required to, and that the price proposal was not otherwise inconsistent with the staffing plan. *Id.* at 8.

Relevant here, under the cost/price factor, the TOR required offerors to complete a price matrix, include level of effort, and identify named individuals and hourly rates for each of the labor categories provided by the Army. See TOR at 17-18. The TOR stated that “[t]he cost/price proposed must be consistent with the Offeror’s Technical Proposal” and that “[a]ny significant inconsistencies, if not adequately explained in the proposal, raise a fundamental question as to the Offeror’s inherent understanding of the work required and its ability to perform the contract.” *Id.* at 20. The solicitation stated that proposals would be “evaluated for price reasonableness in accordance with FAR 15.404-1, based upon each Offeror’s total evaluated price.”⁹ *Id.* at 28. Moreover, the agency “anticipates using price analysis to determine price reasonableness,” and a “[p]rice realism analysis will not be used to evaluate submitted prices on [fixed-price] CLINs.” *Id.*

The manner and depth of an agency’s price analysis is a matter within the sound exercise of the agency’s discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. *CWT Government Travel, Inc.*, B-422714, Sept. 27, 2024, 2024 CPD ¶ 235 at 8; *i4 Now Solutions, Inc.*, B-412369, Jan. 27, 2016, 2016 CPD ¶ 47 at 7. It is up to the agency to decide upon the appropriate method for evaluation of price in a given procurement, although the agency must use an evaluation method that provides a basis for a reasonable assessment of the price of performance under the competing proposals. *Candor Solutions, LLC*, B-418670.2 *et al.*, Jan. 19, 2021, 2021 CPD ¶ 27 at 13; *S.J. Thomas Co., Inc.*, B-283192, Oct. 20, 1999, 99-2 CPD ¶ 73 at 3. In reviewing a protest against the propriety of an evaluation, we will review an evaluation to ensure that it was reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations. *Decisive Analytics Corp.*, B-410950.2, B-410950.3, June 22, 2015, 2015 CPD ¶ 187 at 11.

Based on our review of the record, we find that the agency’s evaluation of Bravura’s pricing was reasonable and consistent with the solicitation. See AR, Tab 16, Price

⁹ Offerors were cautioned that it would “not be able to adjust” the fixed-price portion after award. TOR at 19. In this regard, offerors were required to perform this “portion of the effort at the price proposed for that period of performance.” *Id.*

Evaluation at 2-4; AR, Tab 17, FODD at 16-18. As noted, the solicitation stated that price would be evaluated for reasonableness and not price realism. TOR at 28. The agency compared the proposed prices to each other and the IGCE. AR, Tab 16, Price Evaluation at 2. The agency found that Bravura proposed the lowest price of all the offerors and that it was approximately 17 percent below the IGCE. *Id.* at 2-3. The Army also explained that the price difference between Bravura and PingWind's proposals was primarily the result of significant differences in the labor mix proposed by each offeror. AR, Tab 17, FODD at 17-18. The agency noted that while both offerors proposed [DELETED] full-time equivalents, PingWind proposed more senior level employees while Bravura proposed to use more intermediate level employees. *Id.* at 18. The agency concluded that both offerors could successfully meet the mission requirements with their respective proposed labor mix. *Id.*

In challenging the agency's evaluation, the protester's arguments remain focused on describing Bravura's staffing plan and corresponding price proposal as relying on hiring incumbent personnel and arguing that Bravura's labor rates were inconsistent with this incumbent hire approach; but, as explained above, the contemporaneous evaluation record shows that the agency did not interpret Bravura's approach as requiring it to hire incumbent staff. As described above, the strength assessed to Bravura's staffing approach was not because of its proposal to hire incumbents but rather because of a comprehensive staffing plan. Moreover, as we also discussed above, the record shows that the awardee's staffing plan provided for multiple approaches to hiring personnel and was not in fact dependent on hiring incumbents. Accordingly, the protester's challenges to the agency's evaluation of Bravura's price proposal are without merit and this protest ground is denied.¹⁰

Best-Value Determination

Finally, PingWind argues that the agency's flawed evaluation resulted in a faulty best-value tradeoff decision. Supp. Comments at 2, 6-7. We deny this protest ground.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Integrity Management Consulting, Inc.*, B-418776.5, June 22, 2021,

¹⁰ To the extent PingWind argues the agency should have evaluated the risk that the awardee would not be able to hire or retain incumbent staff as a result of Bravura's allegedly low rates, this would require the agency to conduct a price realism analysis. In this regard, consideration of whether an offeror's price is so low as to create a risk that the firm cannot perform its proposed technical solution at the price offered is a price realism analysis. *CWT Government Travel, Inc.*, *supra* at 5; *Facility Servs. Mgmt., Inc.*, B-420102.3, Mar. 29, 2022, 2022 CPD ¶ 93 at 6-7; *see also*, *NJVC, LLC*, B-410035, B-410035.2, Oct. 15, 2014, 2014 CPD ¶ 307 at 8. The solicitation made clear that the agency would not conduct a price realism analysis; accordingly, we deny this protest ground.

2021 CPD ¶ 245 at 10. In reviewing an agency's source selection decision, we examine the record to determine if it was reasonable and consistent with the evaluation criteria and applicable procurement statutes and regulations. *Id.*

The record reflects that in making the best-value tradeoff decision, the Army discussed the strengths and weaknesses assessed to Bravura's proposal under the criteria listed in the solicitation for each of the factors. See AR, Tab 14, Bravura Evaluation Report; See AR, Tab 17, FODD. The agency's decision document contained a narrative discussion of the various qualities and benefits in Bravura's proposal and ultimately concluded that Bravura proposal was the best value. AR, Tab 17, FODD at 17-18. For example, the SSA noted that Bravura's proposal "demonstrated a comprehensive breakdown of talent acquisition, labor categories and required competencies, which further addressed staffing at all stages in the retention cycle." *Id.* at 16. The SSA found that Bravura's proposal had "added benefits" that distinguished it from PingWind's proposal and made it "slightly more beneficial to the government." *Id.* at 17. The SSA further noted that PingWind's proposal had a price premium of \$7 million, and that the government "cannot justify the government paying an additional \$7 [million] for an equally rated offeror with nearly equivalent, but slightly fewer benefits" as Bravura. *Id.*

We have no basis to question the reasonableness of the agency's best-value tradeoff decision. PingWind's challenges to the selection decision are based entirely on the protester's other challenges to the agency's evaluation, all of which we have denied as set forth above. See *Advanced Alliant Solutions Team, LLC*, B-417334, Apr. 10, 2019, 2019 CPD ¶ 144 at 6. Therefore, this protest ground is also denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel