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## Decision

**Matter of:** Arrowpoint Corporation

**File:** B-417375.2; B-417375.3

**Date:** October 25, 2019

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Devon E. Hewitt, Esq., Michael E. Stamp, Esq., and Scott M. Dinner, Esq., Protora Law, PLLC, for Tiber Creek Consulting, Inc., the intervenor.

Captain Richard W. Hagner, Department of the Army, for the agency.

Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest that the agency unreasonably evaluated technical and past performance proposals is denied where the record shows the evaluations were consistent with the solicitation’s terms, proposed technical approaches, and past performance information.
  2. Protest that the agency failed to review awardee’s proposal for unbalanced pricing is denied where the protester did not identify aspects of the awardee’s pricing which were materially overstated.
  3. Protest that the agency unreasonably made its source selection decision is denied where the record shows that the source selection authority compared the qualitative differences between the proposals and did not convert the basis for award from best-value tradeoff to lowest-priced, technically acceptable.
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### DECISION

Arrowpoint Corporation, of McLean, Virginia, protests the award of a contract to Tiber Creek Consulting, Inc., of Fairfax, Virginia, under request for proposals (RFP) No. W81K04-18-R-0005, issued by the Department of the Army for medical operational data systems (MODS) support services. Arrowpoint alleges that the agency unreasonably evaluated proposals and improperly made its source selection decision.

We deny the protest.

## BACKGROUND

On April 19, 2018, the Army issued the RFP to obtain qualified personnel, services, materials, equipment, supplies, and facilities to support MODS, an automated system that provides information about the qualifications, training, special pay, and readiness of Army medical personnel. Agency Report (AR), Tab 4, RFP at 33-34. The RFP contemplated the award of an indefinite-delivery, indefinite-quantity contract to be performed over a 3-month transition period, a 9-month base period, and four 1-year option periods. Id. at 3-16. The RFP included fixed-price contract line item numbers (CLIN) for most services, but also included cost-reimbursable CLINs for labor, travel, and other direct costs. Id.

The RFP provided for award on a best-value tradeoff basis considering technical, past performance, and price factors. AR, Tab 4, RFP at 211. The technical factor included seven subfactors: transition period; program management and staffing; system operations approach; service desk approach; system modification and modernization approach; corporate experience; and quality control. AR, Tab 21, RFP, amend. 7, at 27-29. The technical and past performance factors were equal, and, when combined, were significantly more important than the price factor. AR, Tab 4, RFP at 211.

Eight offerors, including Arrowpoint and Tiber Creek, submitted proposals prior to the June 5, 2018, closing date. Contracting Officer's Statement (COS) at 3. Following two rounds of discussions, both offerors submitted final proposal revisions. Id. On February 11, 2019, the agency selected Tiber Creek for award and notified Arrowpoint that its proposal was unsuccessful. Id. Arrowpoint then filed a protest with our Office. Id. at 3-4. On March 25, 2019, our Office dismissed the protest as academic because the Army informed us that it intended to take corrective action to reevaluate proposals and make a new source selection decision. Arrowpoint Corp., B-417375, Mar. 26, 2019 (unpublished decision). The results of the reevaluation are as follows:

	<b>Arrowpoint</b>	<b>Tiber Creek</b>
<b>Technical</b>	Green/Acceptable	Green/Acceptable
<b>Transition Period</b>	Purple/Good	Purple/Good
<b>Program Management and Staffing</b>	Green/Acceptable	Purple/Good
<b>System Operations and Approach</b>	Green/Acceptable	Purple/Good
<b>Service Desk Approach</b>	Green/Acceptable	Green/Acceptable
<b>System Modification and Modernization Approach</b>	Green/Acceptable	Green/Acceptable
<b>Corporate Experience</b>	Green/Acceptable	Green/Acceptable
<b>Quality Control</b>	Green/Acceptable	Green/Acceptable
<b>Past Performance</b>	Satisfactory Confidence	Satisfactory Confidence
<b>Price</b>	\$38,969,964	\$33,549,986

AR, Tab 63, Source Selection Decision Document (SSDD), at 3-4.<sup>1</sup> After reviewing the evaluation results, the source selection authority (SSA) concluded that a best-value tradeoff analysis was unnecessary because no other offeror was rated higher than Tiber Creek for the technical and past performance factors, and because Tiber Creek proposed the lowest price. Id. at 8. In this regard, the SSA reviewed the findings of the source selection evaluation board (SSEB), which gave Tiber Creek higher technical ratings under the program management and staffing, and the system operations and approach subfactors because it offered a plan to reduce software release cycle administrative hours, and offered beneficial mainframe administration experience. Id. at 1, 6-8; see also AR, Tab 45, Tiber Creek Technical Evaluation, at 7, 10. Following its debriefing, Arrowpoint filed the instant protest with our Office.

## DISCUSSION

Arrowpoint raises various challenges to the agency's evaluation and source selection decision. We have reviewed all of them and find no basis to sustain the protest. We discuss Arrowpoint's principal allegations below, but note at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. AT&T Corp., B-414886 et al., Oct. 5, 2017, 2017 CPD ¶ 330 at 6.

### Evaluation of Arrowpoint's Technical Proposal

Arrowpoint alleges that the Army failed to assign its proposal multiple strengths under the program management and staffing, systems operations, and corporate experience technical subfactors. Arrowpoint argues that it deserved these additional strengths because its partnering agreement with the incumbent contractor offered a number of advantages or indicated a high likelihood of success. We disagree. The record shows that the Army reasonably considered Arrowpoint's partnering agreement as not offering any advantages beyond one strength assigned to Arrowpoint's transition plan.<sup>2</sup>

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<sup>1</sup> For the technical ratings, the agency used a color/adjectival rating scheme with the following rating combinations: blue/outstanding, purple/good, green/acceptable, yellow/marginal, and red/unacceptable. AR, Tab 4, RFP at 214.

<sup>2</sup> The Army assigned Arrowpoint's transition plan a strength because its partnering agreement with the incumbent contractor reduced the likelihood of a disruption in service and potentially led to a cost savings since the Army would no longer require another firm to perform oversight services. AR, Tab 44, Arrowpoint Technical Evaluation, at 3; COS at 11. The Army characterized the cost saving as "per year." AR, Tab 44, Arrowpoint Technical Evaluation, at 3. Based on that language, Arrowpoint argues that it should have received an additional strength under the program management and staffing subfactor because the cost savings are not limited to the transition period. Protest at 18. We are not persuaded because the record shows that  
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Arrowpoint argues that its proposal should have received additional strengths under the program management and staffing subfactor. For this subfactor, offerors were required to identify their key personnel, their proposed responsibilities, and how they fit into the overall organization. AR, Tab 4, RFP at 212. Offerors were also required to identify which labor categories were necessary to satisfy the performance work statement (PWS) requirements: to provide labor matrices depicting required labor hours; an appropriate match of skill to job requirements and effective supervision; and to provide a staffing chart and position descriptions. Id. According to Arrowpoint, its proposal offered additional advantages because its partnering agreement allowed it to employ more key personnel from the incumbent contract, and also because its key personnel are organized optimally. Protest at 18. Arrowpoint also argues that its proposed labor-mix mirrors the incumbent contractor's successful labor-mix and therefore represents a high likelihood of success. Id. at 19.

Similarly, Arrowpoint argues that its proposal offered advantages under the systems operations subfactor. For that subfactor, offerors were required to address their process for systems operations, and explain their understanding and experience regarding enterprise system administration (e.g., system access, load capacity management, patch management) and mainframe administration. AR, Tab 4, RFP at 212-213. In Arrowpoint's view, its proposal offered a key advantage because it proposed incumbent personnel with experience successfully managing the MODS enterprise system and mainframe. Protest at 19.

Arrowpoint also argues that its proposal should have merited one strength under the corporate experience technical subfactor. For this subfactor, offerors were required to provide a description of their management team and key personnel's related experience and corporate experience performing similar information technology support services. AR, Tab 4, RFP at 213. Arrowpoint asserts that its proposed key personnel represent an advantage because they offer experience successfully performing the Army's requirement. Protest at 20.

Based on the record, we do not find that the Army unreasonably failed to assign Arrowpoint's proposal additional strengths under any of these technical subfactors. The Army points out that the incumbent contract's PWS requirements are distinct from the instant contract's PWS requirements, such that successful performance, organization, or labor-mixes for that contract are not necessarily advantageous for performance on the instant contract. COS at 11-13. For instance, with regard to Arrowpoint's allegation regarding its proposed labor-mix and hours, the Army explains that the labor-mix and hours estimates are not expected to be identical to the incumbent contract's labor-mix and hours because the incumbent contract had outdated, different, and more extensive

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Army would no longer need the other firm to provide oversight services after the transition period. COS at 11. Accordingly, we deny this protest allegation.

PWS requirements. Id. at 1-2, 11-12. Similarly, the Army explains that corporate experience for the incumbent contract is not advantageous because some of that experience is not relevant for the updated PWS requirements. Id. at 1-2, 13. Thus, we find that the Army reasonably did not assign strengths because Arrowpoint's reliance on the incumbent contract does not definitively offer advantages given that the PWS requirements are not identical. We also note that, in its comments, the protester does not provide us with any basis to find the agency's position to be unreasonable; indeed, Arrowpoint makes no attempt to show that the contracts' PWS requirements are similar. See Protester's Comments and Supp. Protest at 14. Accordingly, we deny these protest allegations.

Arrowpoint next argues that the Army unequally evaluated its proposal with respect to the systems operations technical subfactor. It asserts that Tiber Creek was awarded a strength for its mainframe experience, and that it should have been assessed a strength on that basis as well. Protester's Comments and Supp. Protest at 13. The agency counters that Tiber Creek's proposal thoroughly described its mainframe experience which supported the assignment of a strength whereas Arrowpoint's proposal only briefly mentions its experience. Supp. Memorandum of Law (MOL) at 16-17.

When agencies conduct procurements, they may not generally engage in conduct that amounts to unfair or disparate treatment of competing offerors. Alexandra Constr., Inc., B-417212, Apr. 2, 2019, 2019 CPD ¶ 132 at 5. Here, the record shows that Tiber Creek was assigned a strength because it demonstrated extensive and unique experience with the Joint Service Provider (JSP) mainframe. AR, Tab 45, Tiber Creek Tech. Evaluation, at 10. We think that the agency reasonably distinguished between the proposals in this regard because Tiber Creek's proposal describes how it has over 30 years of mainframe administration experience, while Arrowpoint explains that it has provided mainframe administration services for the past two years on another contract. Compare AR, Tab 52, Tiber Creek Revised Tech. Proposal, at 28 with AR, Tab 50, Arrowpoint Revised Tech. Proposal, at 15. Additionally, whereas Tiber Creek's proposal describes experiences providing data archiving, processing, and transferring services in the JSP mainframe, Arrowpoint's proposal only describes that it has made data extraction updates. Compare AR, Tab 52, Tiber Creek Revised Tech. Proposal, at 28 with AR, Tab 50, Arrowpoint Revised Tech. Proposal, at 15; see also Protester's Supp. Comments, exh. 1, at 1-8 (highlighting proposal excerpts that describe its technical understanding of the mainframe administration requirements and general industry experience, but none of the excerpts describe comparable JSP mainframe experience). Finally, although Arrowpoint's proposal explains that it plans to employ several mainframe administration experts, it critically fails to articulate their levels of experience. AR, Tab 50, Arrowpoint Revised Tech. Proposal, at 24.

To the extent Arrowpoint relies on its partnering agreement with the incumbent contractor to demonstrate that it possesses a similar level of mainframe administration experience, we note that Arrowpoint does not point to any part of its technical proposal specifically detailing that experience. See Protester's Comments and Supp. Protest at 13-14. Further, we do not find that the Army was required to infer that Arrowpoint

offered a strength in this regard solely by virtue of its partnering agreement because we consider it to be Arrowpoint's responsibility to describe how its subcontractor had extensive mainframe administration experience, rather than the agency's duty to assume that Arrowpoint offered beneficial experience. Cf. EMTA Insaat Taahhut Ve Ticaret, A.S., B-416391, B-416391.4, Aug. 13, 2018, 2018 CPD ¶ 280 at 4 (agency was not required to credit offeror for particular experience based on the offeror's reputation, rather it was incumbent upon the offeror to submit a well-written proposal detailing all relevant experience). Accordingly, we do not find that the agency unequally evaluated Arrowpoint's proposal because it did not describe experience comparable to the level of experience detailed in Tiber Creek's proposal.

### Evaluation of Tiber Creek's Technical Proposal

Arrowpoint argues that the Army unreasonably evaluated Tiber Creek's technical proposal. First, Arrowpoint contends that the Army unreasonably assigned a strength for Tiber Creek's transition plan. Protester's Comments and Supp. Protest at 2-4. Second, Arrowpoint asserts that the Army unreasonably evaluated Tiber Creek's labor matrices.<sup>3</sup> Id. at 14-16. We have reviewed both of these challenges and find no basis in the record to sustain them.

Each offeror's transition plan would be evaluated to determine the extent to which the offeror demonstrates their ability to transition into contract performance within 90 days. AR, Tab 4, RFP at 212. Offerors were required to provide a 90-day transition plan that described their plans for assuming and performing contractual duties, as well as transition risks and mitigation plans. Id.

After reviewing the record, we find that the Army reasonably evaluated Tiber Creek's technical proposal in this regard. Tiber Creek's proposal included a 90-day transition plan with risk mitigation strategies. AR, Tab 52, Tiber Creek Revised Tech. Proposal, at 1-7. Indeed, Tiber Creek's proposal includes risk mitigation strategies, such as identifying risks, developing a risk management plan, and preparing contingency and mitigation plans. Id. at 7. Tiber Creek also described four specific risks and how it would mitigate them. Id. Finally, Tiber Creek's proposal offered the Army an additional option to accelerate the transition plan to a 30-day period. Id. at 2. Thus, Tiber Creek offered a transition plan that satisfied the RFP requirements, but also exceeded RFP requirements by offering the accelerated option.

Although Arrowpoint argues that the accelerated option was not a benefit because Tiber Creek did not discuss risk mitigation strategies specifically for that option, the Army explains that it considered the transition plan's proposed risk mitigation strategies as

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<sup>3</sup> Arrowpoint also challenged the Army's assignment of another strength to Tiber Creek's technical proposal based on its approach to software development release cycles. Protester's Comments and Supp. Protest at 4. Arrowpoint withdrew this allegation in its supplemental comments. Protester's Supp. Comments at 2, n.1.

applying to the 30-day period, just in an accelerated format. Supp. COS at 2. To the extent Arrowpoint argues that the accelerated option was risky and unrealistic, we note that Tiber Creek's proposal included successful examples of related contracts where it accelerated transition services, and the record shows that the Army relied on those examples when evaluating Tiber Creek's proposal. Id.; see also AR, Tab 52, Tiber Creek Revised Tech. Proposal, at 1. Accordingly, we deny the protest allegation.

We next turn to Arrowpoint's complaint that the Army misevaluated Tiber Creek's proposed labor matrices. The firm argues that Tiber Creek's proposal includes too few labor hours to perform the requirement when compared to the incumbent contractor's effort. Protester's Comments and Supp. Protest at 16.

Under the program management and staffing subfactor, offerors were required to provide labor categories and labor matrices depicting the total number of hours necessary to satisfy the PWS requirements. AR, Tab 4, RFP at 212. Here, we find the Army's evaluation to be unobjectionable because the record shows that the Army reviewed Tiber Creek's proposed labor matrices and determined that they were sufficient. AR, Tab 45, Tiber Creek Tech. Evaluation, at 5. Although the number of hours may be fewer than the number proposed by Arrowpoint and fewer hours than the incumbent effort, the Army points out that Tiber Creek had a different technical approach and labor category mix, and that the instant contract's requirements are different than the incumbent contract's requirements. COS at 9-10. Further, while Arrowpoint may view the proposed labor hours as simply too few under any approach or complain about Tiber Creek's proposed labor categories, such arguments merely disagree with the Army's judgment about Tiber Creek's technical approach and labor mix, and therefore does not provide a valid basis for protest. See National Disability Rights Network, Inc., B-413258, Nov. 16, 2016, 2016 CPD ¶ 333 at 5. Accordingly, we deny the protest allegation.

#### Past Performance

Arrowpoint challenges the Army's evaluation of both its and Tiber Creek's past performance. With regard to its proposal, Arrowpoint argues that the agency unreasonably evaluated one of its past performance references as "relevant" although it deserved a "very relevant" rating. As for Tiber Creek's proposal, Arrowpoint argues that two of Tiber Creek's past performance references should not have been considered since they were evaluated as "somewhat relevant," and that the Army ignored additional negative past performance information.

Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluated criteria and procurement statutes and regulations. Enterprise Servs. et al., B-415368.2 et al., Jan. 4, 2018, 2018 CPD ¶ 44 at 11. An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the assessment is unreasonable or inconsistent with the solicitation criteria. Id.

A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. Id.

The solicitation provided that the Army would evaluate past performance under a two-part approach. First, the Army would determine whether past performance references were recent and relevant. AR, Tab 4, RFP at 214. For a referenced contract to be considered recent, "performance or contract completion must not be older than 3 years from [April 19, 2018]." Id. To be considered a relevant contract, the performed services must be "similar or greater in scope to the magnitude and complexity of the requirement." Id. After reviewing past performance references for recentness and relevancy, the Army would assign one of four past performance relevancy ratings consisting of "very relevant," "relevant," "somewhat relevant," and "not relevant." Id. at 215. Under the second prong, the Army would consider the offeror's performance on recent and relevant contracts, and assign a performance confidence assessment rating. Id. An offeror could receive a "substantial confidence," "satisfactory confidence," "neutral confidence," "limited confidence," or "no confidence" rating. Id. at 215-216.

Arrowpoint submitted three past performance references for the Army's review. AR, Tab 30, Tiber Creek Past Performance Proposal, at 5-11. One of Arrowpoint's contracts was initially evaluated as "very relevant"; however, the Army revised the rating to "relevant" following its reevaluation. AR, Tab 41, Past Performance Evaluation, at 9; AR, Tab 42, Past Performance Reevaluation, at 9. Arrowpoint argues that such downgrading was unreasonable. Protest at 23-24.

With regard to this allegation, we think that any perceived error did not cause Arrowpoint to suffer competitive prejudice. Competitive prejudice is an essential element of every viable protest, and we will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions. Orbit Research, LLC, B-417462, July 17, 2019, 2019 CPD ¶ 258 at 7. Here, the record shows that Arrowpoint's performance on the referenced contract at-issue was evaluated as satisfactory. AR, Tab 42, Past Performance Reevaluation at 9-10; see also AR, Tab 36, Arrowpoint Contract Performance Assessment Reports (CPAR) at 1-6, 19-22. Thus, even if the Army had considered the referenced contract as "very relevant," we do not think that would have improved the protester's overall rating because, at best, the Army would have considered the referenced contract as a better indicator that Arrowpoint would perform at a satisfactory level. Accordingly, we deny this allegation.

As stated, Arrowpoint also challenges the Army's evaluation of Tiber Creek's past performance. Arrowpoint argues that two of Tiber Creek's past performance references should not have been considered under the solicitation's evaluation criteria, and that the agency failed to consider additional negative past performance information. Tiber Creek submitted three referenced contracts, and the Army considered two of the referenced contracts to be "somewhat relevant," and the third to be "relevant." AR, Tab 30, Tiber Creek Past Performance Proposal, at 3; AR, Tab 42, Past Performance Reevaluation, at 24-26. The Army noted that Tiber Creek's performance was rated as



“exceptional” on each contract, and therefore assigned a “satisfactory confidence” rating to Tiber Creek’s proposal. Id. at 26.

Arrowpoint first complains that the RFP precluded the Army from considering Tiber Creek’s referenced contracts identified as “somewhat relevant” when assigning the past performance confidence assessment rating. Protester’s Comments and Supp. Protest at 6. It argues that any contract receiving a “somewhat relevant” rating did not meet the RFP’s minimum relevancy standard. Protester’s Supp. Comments at 3. In response, the agency argues that any referenced contract receiving a “somewhat relevant” rating met the minimum relevancy standard. Supp. MOL at 11-12.

We find the agency’s evaluation to be unobjectionable. As the Army points out, the solicitation sets forth an evaluation scheme based on relevancy. See Supp. MOL at 12. In so doing, the solicitation provides for four relevancy ratings; the “very relevant,” “relevant,” and “somewhat relevant” ratings all, by definition, refer to past performance efforts that have displayed some level of relevance, while the “not relevant” rating is reserved for past performance efforts displaying no relevance. Because “somewhat relevant” is the rating with the lowest level of relevance, we think the agency acted reasonably in considering that rating to be the minimum standard. The agency also reasonably points out that it would be illogical to interpret the “somewhat relevant” rating as not reflecting the minimum standard because it would ignore the plain meaning of that term and unreasonably conflate the “somewhat relevant” and “not relevant” ratings. Id. at 13; see also Anders Constr., Inc., B-414261, Apr. 11, 2017, 2017 CPD ¶ 121 at 3 (when interpreting solicitations, our Office defers to the plain meaning of solicitation language). Finally, although Arrowpoint points out that the solicitation states under a separate paragraph that “to be considered a relevant contract reference, the offeror must have performed services similar or greater in scope to the magnitude and complexity of the requirement,” we think that language does nothing more than reiterate the criteria for a “relevant” rating under the adjectival rating system; moreover, Arrowpoint has not identified any language which expressly states that the “relevant” rating is the minimum standard. See Protester’s Supp. Comments at 3-4. Accordingly, we deny this allegation.

Arrowpoint also alleges that Tiber Creek performed poorly on two related contracts, and that the Army failed to consider that performance when evaluating Tiber Creek’s past performance. Protest at 21-23. After reviewing the record, we are not persuaded that the Army’s past performance evaluation was deficient in this regard. The record shows that the Army reviewed the CPARs reports for the two contracts, and did not find any indication that Tiber Creek had performed poorly in the manners specified by Arrowpoint. COS at 14. For the contract involving a more serious allegation of negative past performance, the Army contacted the contracting officer for that effort who explained that Tiber Creek was not responsible for an incident caused by a rogue employee, and that he did not believe Tiber Creek should have received negative comments or ratings as a result of that incident. Id. at 14-15. Accordingly, we deny the allegation because the record shows that the Army reasonably considered and

investigated the allegations of poor performance when considering Tiber Creek's past performance.

## Price Evaluation

Arrowpoint also argues that the Army failed to reject Tiber Creek's price proposal for containing unbalanced pricing.<sup>4</sup> Protester's Comments and Supp. Protest at 19-21.

The RFP provided that proposals would be subject to a price reasonableness analysis, and that proposed unit prices would be evaluated for unbalanced pricing. AR, Tab 4, RFP at 216. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated. Federal Acquisition Regulation (FAR) § 15.404-1(g)(1). With respect to unbalanced pricing generally, the FAR requires that contracting officers analyze offers with separately-priced line items or subline items in order to detect unbalanced pricing. FAR § 15.404-1(g)(2). While both understated and overstated prices are relevant to the question of whether unbalanced pricing exists, the primary risk to be assessed in an unbalanced pricing context is the risk posed by overstatement of prices because low prices (even below-cost prices) are not improper and do not themselves establish (or create the risk inherent in) unbalanced pricing. American Access, Inc., B-414137, B-414137.2, Feb. 28, 2017, 2017 CPD ¶ 78 at 5. Thus, to prevail on an allegation of unbalanced pricing, a protester must first show that one or more prices are significantly overstated since the risk in a price being overstated is that the government will not receive the benefit of its bargain and will unjustly enrich the contractor. InfoZen, Inc., B-411530, B-411530.2, Aug. 12, 2015, 2015 CPD ¶ 270 at 7.

Critically, Arrowpoint has not alleged that any of Tiber Creek's prices are materially overstated; rather, it alleges that some of Tiber Creek's proposed unit prices are comparatively lower than the internal government estimate.<sup>5</sup> Protester's Comments and Supp. Protest at 21. Thus, Arrowpoint only complains that Tiber Creek's prices are understated, which, again, does not elicit concerns that the government will not receive the benefit of its bargain or that the contractor would be unjustly enriched since there is no evidence of any risk that the government will end up paying unreasonably high prices to Tiber Creek for particular services during the course of contract performance. See First Financial Associates, Inc., B-415713, B-415713.2, Feb. 16, 2018, 2018 CPD ¶ at 7-8; see also FAR 15.404-1(g)(1). Accordingly, we deny the protest allegation.

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<sup>4</sup> Arrowpoint withdrew its allegation that the Army failed to perform a price reasonableness analysis. Protester's Comments and Supp. Protest at 2.

<sup>5</sup> To the extent Arrowpoint argues that the Army should have recognized the risks associated with Tiber Creek's relatively lower proposed price, we note that the recognition of such risks are performed in the context of a price realism analysis. See FAR § 15.404-1(d)(3). The RFP did not provide for a price realism analysis as part of the evaluation criteria, and therefore the Army was not required to perform that sort of analysis. See DynCorp Int'l LLC, B-407762.3, June 7, 2013, 2013 CPD ¶ 160 at 10.

## Source Selection Decision

Arrowpoint argues that the Army unreasonably made its source selection because it failed to consider the qualitative differences between the proposals, and because it made award on a lowest-price, technically acceptable basis. Protest at 12-14. In response, the Army points out that Tiber Creek's proposal received the highest technical rating and included the lowest price, and therefore a tradeoff was not required. MOL at 13-17. The Army also notes the analysis reflected in the technical evaluations and argues that it considered the qualitative differences between the proposals. Id. at 14-15.

A source selection decision must be based upon a comparative assessment of proposals against all of the solicitation's evaluation criteria. FAR § 15.308. The FAR further requires that while the SSA "may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment." Id. In this regard, we will review an agency's source selection decision to ensure that it is reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. ADNET Sys., Inc., B-413033, B-413033.2, Aug. 3, 2016, 2016 CPD ¶ 211 at 17.

On this record, we find the Army's source selection decision to be unobjectionable. Our review of the record shows that the SSA compared the qualitative differences between the technical proposals. The SSDD shows that the SSA carefully reviewed the SSEB's technical and past performance findings, and also that the SSA compared the proposals under each of the technical subfactors and the past performance factor. AR, Tab 63, SSDD, at 1, 6-8. Indeed, the record shows that the SSA relied heavily on the additional technical features in Tiber Creek's proposal which were evaluated as strengths in determining that Tiber Creek was higher rated. COSF at 5-6. Thus, we have no basis to object to the SSA's decision because the record shows that it was based on a comparison of the proposals' underlying features, rather than a mechanical comparison of the adjectival ratings. Cf. Chapman Law Firm, LPA, B-293105.6 et al., Nov. 15, 2004, 2004 CPD ¶ 233 at 5 (award decision was reasonable because it was based on a underlying qualitative merits of the proposals rather than a mechanical comparison of the adjectival ratings).

Further, we do not find that the Army unreasonably converted the selection methodology for the award from best-value tradeoff to lowest-priced, technically acceptable. As noted above, the record shows that the SSA considered Tiber Creek's proposal to be higher rated. Also, the record shows that Tiber Creek's proposal represented the lowest evaluated price. In these situations, where the highest-rated

proposal also happens to be the lowest-priced, we do not find that a tradeoff is necessary. Arctic Slope Mission Servs. LLC, B-417244, Apr. 8, 2019, 2019 CPD 140 at 11. Accordingly, we deny the allegation.

The protest is denied.

Thomas H. Armstrong  
General Counsel