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Decision

Matter of: Severson Environmental Services, Inc.

File: B-419071

Date: December 2, 2020

Michael H. Payne, Esq., Robert G. Ruggieri, Esq., and Casey J. McKinnon, Esq., Cohen Seglias Pallas Greenhall & Furman PC, for the protester. Jonathan D. Shaffer, Esq., Armani Vadiie, Esq., and Daniel H. Ramish, Esq., Smith Pachter McWhorter PLC, for HGL-APTIM JV, LLC, the intervenor. Emma E. Altheide, Esq., and Anna F. Kurtz, Esq., Department of the Army, 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

1. Agency reasonably evaluated the protester's and awardee's proposals under the most important evaluation factor, experience.
 2. Agency reasonably considered the relative technical merits of the protester's and awardee's proposals and concluded that the technical merits of the awardee's proposal warranted its higher evaluated cost.
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DECISION

Severson Environmental Services, Inc., of Niagara Falls, New York, protests the award of a contract by the Department of the Army, Corps of Engineers, to HGL-APTIM JV, LLC, of Reston, Virginia,¹ pursuant to request for proposals (RFP) No. W912DQ-19-R-3009, to provide environmental remediation services at the Welsbach/General Gas Mantle (GGM) site located in Camden and Gloucester City, New Jersey. Severson challenges the agency's technical evaluation and best-value tradeoff determination.

¹ HGL-APTIM JV, is a joint venture formed between HydroGeoLogic, Inc. and Aptim Federal Services, LLC pursuant to the Small Business Administration's (SBA) mentor-protégé program; the joint venture was approved by the SBA on May 29, 2019. See Agency Report (AR), Tab 11, HGL-APTIM JV Technical Proposal at AI Tab 1-1 through AI Tab 1-42.

We deny the protest.

BACKGROUND

On July 22, 2019, the Department of the Army, Corps of Engineers, issued the solicitation as a small business set-aside, seeking proposals to perform environmental remediation activities at the Welsbach/GGM site.² AR, Tab 4, RFP at 134. More specifically, the solicitation provides that the scope of work will include: site preparation; sampling/analyzing soil, water, air, and building material; excavation of contaminated soil (including dewatering systems); transportation and disposal of waste; backfilling excavations with clean soil; and restoration of properties to pre-excavation conditions. *Id.* at 134-35.

The solicitation contemplated the award of a single cost-plus-fixed-fee (CPFF) indefinite-delivery indefinite-quantity (IDIQ) contract, with a 5-year base performance period and a value of \$110 million, and provided for source selection on the basis of a best-value tradeoff considering the following evaluation factors: company experience; past performance; and cost.³ *Id.* at 10-11. The solicitation provided that company experience was the most important factor; past performance was next in importance; and the non-cost factors combined were “significantly more important than the cost factor.” *Id.* With regard to evaluation under the most important factor, experience, offerors were required to identify up to five prior projects for evaluation; describe the specific work performed under each project; and “identify whether [the work] was performed as the prime, or subcontractor.”⁴ *Id.* at 12. Under RFP section 00 24 00, titled “Evaluation Factors,” the solicitation provided that the offerors’ prior projects would be evaluated with regard to “how well [the prior projects] demonstrate the Offeror’s capability to successfully perform [this solicitation’s requirements].” *Id.* at 26. More

² The agency explains that the Welsbach/GGM site “consists of two former gas mantle manufacturing facilities,” and that, in the early 1990s, “[r]adiological contamination was identified at the two former gas mantle facilities and at approximately 100 properties located near the two facilities.” AR, Tab 1, Contracting Officer’s Statement, at 1-2. The agency further states that the contract requirements will be performed primarily “at the Gloucester Marine Terminal . . . property,” which it describes as “an extremely active industrial area and marine terminal along the banks of the Delaware River.” *Id.* at 3; AR, Tab 13, Source Selection Advisory Council (SSAC) Report, at 2.

³ The solicitation required offerors to submit proposed costs to perform a sample task, which will be awarded at the time the IDIQ contract is awarded, and provided that the evaluated costs to perform this first task order would constitute the cost basis for the agency’s best-value tradeoff determination. AR, Tab 4, RFP at 21.

⁴ To be evaluated, the prior projects must also have been: similar in size, scope, and complexity to the work contemplated here; performed at a single site or installation; completed or started, and at least 50% completed, during the 10-year period preceding the date of this solicitation; and valued at a minimum of \$1 million. *Id.* at 12.

specifically, the solicitation stated that the agency “will evaluate how well the Offeror demonstrates company experience using methods, materials, technologies, and construction techniques similar to those [required here],” and listed the following specific criteria:

- a. experience on projects executed in extremely active industrial areas requiring continuous coordination with the property owner;
- b. experience with excavation and transportation for off-site disposal of radiologically impacted soils;
- c. experience with excavation support and dewatering techniques;
- d. experience with cost reimbursable federal government contracts;
- e. experience with the operation and management of a radiological lab; and
- f. experience where the offeror is the prime contractor.

Id.

Although the evaluation criteria clearly included consideration of whether the offeror’s experience had been performed as “the prime contractor,” the solicitation also provided that the experience of a “committed subcontractor” would be considered.⁵ *Id.* at 9. Prior to the closing date, an offeror submitted a question to the agency regarding evaluation of subcontractor experience, asking: “is ‘subcontractor’ experience and past performance evaluated the same as the ‘offeror’ or is it evaluated with higher risk?” AR, Tab 9, Offeror Questions & Answers at 10. The agency responded by reiterating the solicitation’s evaluation criteria, stating: “The experience and past performance information regarding a team subcontractor presented in an Offeror’s proposal will be evaluated according to Section 00 24 00 of the solicitation.” *Id.* As noted above, section 00 24 00 of the solicitation advised offerors that, in evaluating each offeror’s experience, the agency would specifically consider experience “where the offeror is the prime contractor.” AR, Tab 4, RFP at 26.

Finally, the solicitation contained provisions regarding the agency’s evaluation of joint ventures, requiring that joint venture offerors provide information regarding the composition and structure of the joint venture, and also notifying offerors that: “The Joint Venture parties’ experience and/or past experience will be included as the experience and/or past experience of the Joint Venture.”⁶ AR, Tab 4, RFP at 9.

⁵ To qualify as a committed subcontractor, the solicitation provided that the offeror’s proposal must include a “letter of commitment to use the proposed subcontractor on the project, signed both by the subcontractor and the offeror.” *Id.* at 9.

⁶ This provision of the solicitation appears to reflect the SBA’s regulations, which state: “[A] procuring activity must consider work done individually by each partner to the joint venture as well as any work done by the joint venture itself previously.” 13 C.F.R. § 25.8(e); *see also 22nd Century Techs., Inc.*, B-417478.3, B-417478.4, Feb 24, 2020,

On or before the October 2, 2019 closing date, proposals were submitted by 3 offerors, including Sevenson and HGL-APTIM.⁷ As noted above, HGL-APTIM’s proposal was submitted by an SBA-approved joint venture between HydroGeoLogic, Inc. and Aptim Federal Services, LLC. See AR, Tab 11, HGL-APTIM Technical Proposal, at AI Tab1-39 through AI Tab 1-41. Sevenson provided in its proposal that it would be the prime contractor, and proposed [redacted] as a committed subcontractor. AR, Tab 10, Sevenson Technical Proposal at Tab 1. Thereafter, the agency evaluated initial proposals, conducted discussions,⁸ and requested and received final revised proposals. Sevenson’s and HGL-APTIM’s final proposals were evaluated as follows:

	Experience⁹	Past Performance¹⁰	Evaluated Cost¹¹
HGL-APTIM	Outstanding	Substantial Confidence	\$5,062,103
Sevenson	Outstanding	Substantial Confidence	\$4,621,915

AR, Tab 14, Source Selection Decision Document (SSDD) at 4.

2020 CPD ¶ 74 at 13-16 (agency properly considered the experience of individual joint venture partners in evaluating a joint venture’s experience).

⁷ According to Sevenson, “both Sevenson and APTIM . . . [have] successfully performed the predecessor [contracts] for this same work (Sevenson from 2007-2016, and APTIM from 2016 to the present).” Sevenson Comments, Oct. 13, 2020, at 8. The third offeror’s proposal was subsequently eliminated from consideration and is not further discussed.

⁸ In evaluating HGL-APTIM’s and Sevenson’s proposals under the two non-cost evaluation factors, the agency assigned both proposals the highest ratings, with no weaknesses, deficiencies, or uncertainties. Accordingly, in conducting discussions, the agency’s evaluation notices related only to cost issues. See AR, Tab 12, Source Selection Evaluation Board (SSEB) Report at 6-7.

⁹ In evaluating proposals under the experience factor, the agency assigned adjectival ratings of outstanding, good, acceptable, marginal, or unacceptable. AR, Tab 4, RFP at 26.

¹⁰ In evaluating proposals under the past performance factor, the agency assigned ratings of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence. *Id.* at 28.

¹¹ The agency evaluated cost proposals for realism. *Id.* at 28-29.

In evaluating HGL-APTIM's and Severson's proposals under the experience factor, the agency identified multiple strengths and significant strengths¹² in each proposal. Although it assigned ratings of outstanding to both proposals under this most important evaluation factor, experience, the agency compared the offerors' relative strengths/significant strengths, and the potential benefits they provided to the government, concluding that HGL-APTIM's proposal was superior to Severson's. Specifically, the agency concluded that HGL-APTIM's experience was superior to Severson's with regard to: excavation/transportation of radiologically impacted soils; excavation support and dewatering techniques; and prime contractor performance.¹³ The agency further concluded that, while Severson's experience was superior with regard to operation/management of a radiological laboratory,¹⁴ the multiple advantages reflected in HGL-APTIM's experience outweighed the single Severson advantage. In documenting the agency's evaluation and determinations, the SSEB and SSAC prepared detailed reports discussing each offeror's five prior projects and explaining the bases for assigning strengths or significant strengths related to each offeror's prior work. See AR, Tab 12, SSEB Report, attach. 1 at 16-29; Tab 13, SSAC Report at 6-7, 9-16.

Following discussions between the SSEB and the SSAC, the reports were sent to the source selection authority (SSA). The SSAC summarized the detailed assessments, stating:

[HGL-APTIM's] experience with the excavation and transportation for off-site disposal of radiologically impacted soils was superior to Severson's experience. In addition, their experience at being the prime contractor was superior to that of Severson. They had a slight technical advantage on their experience with excavation support and dewatering techniques. . . . Severson demonstrated a technical advantage in only one sub-criterion, the operation and management of a radiological lab. While this experience is valuable . . . it is ancillary and is not the primary work of the project. The SSAC does not believe that more experience in the operation and management of a radiological lab outweighs the advantages demonstrated by [HGL-APTIM]. . . . From the standpoint of overall cost and overall project effort, excavation and transportation of radiologically impacted soils

¹² The solicitation defined a strength as "[a]n aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance," and a significant strength as "[a]n aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance." AR, Tab 4, RFP at 27.

¹³ As noted above, these were listed in RFP section 00 24 00 (titled "Evaluation Factors") as criteria b, c, and f.

¹⁴ As noted above, this was listed in RFP section 00 24 00 as criterion e.

are the predominant work activities. . . . [HGL-APTIM] provides a clear technical advantage on Factor 1 [experience], the most important technical factor.

AR, Tab 13, SSAC Report at 30.

The SSA reviewed the SSEB and SSAC reports, concurred with their assessments and conclusions, and made the following determinations:

[T]he HGL-APTIM proposal demonstrated multiple significant strengths and better quality company experience in certain key facets of work. . . . For [past performance], the next most important non-cost factor, the HGL-APTIM proposal demonstrated a strong portfolio of recent and relevant past performance with no indications of poor performance^[15]

* * * * *

Currently, the [Sevenson] cost proposal is approximately \$440,000 or 9.5% less than the HGL-APTIM cost proposal. . . .^[16]

It is my determination that the non-cost advantages offered by the HGL-APTIM proposal outweigh the slightly higher cost of the HGL-APTIM proposal . . . in the areas of company experience, combined with a strong record of past performance, serve to decrease the risk of unsuccessful performance in this new contract, and are worth the small premium in cost.

AR, Tab 14, SSDD at 22-24.

Thereafter, Sevenson was notified of the source selection decision. This protest followed.

¹⁵ In evaluating HGL-APTIM's and Sevenson's proposals under the past performance factor, the SSAC concluded that the two firms were "equally matched, and there is no clear technical advantage for either firm." AR, Tab 13, SSAC Report at 27. The SSA concurred, stating that, with regard to past performance, the two proposals were "on par with each other," and that "neither proposal [held] an advantage over the other." AR, Tab 14, SSDD at 22.

¹⁶ The SSA also accepted the conclusion of the cost evaluation team that the proposed costs of both offerors were reasonable and realistic. See AR, Tab 14, SSDD at 5-6, 24-25.

DISCUSSION

Sevenson challenges various aspects of the agency's technical evaluation and asserts that the agency's best-value tradeoff determination was unreasonable and failed to adequately consider Sevenson's lower cost. As discussed below, we find no merit in Sevenson's protest.¹⁷

Technical Evaluation

Sevenson first complains that, in evaluating its proposal under the most important factor, experience, the agency "disregarded and/or discounted the experience of Sevenson's primary subcontractor." Protest at 13. In this context, Sevenson complains that the agency viewed experience as a prime contractor as preferable to subcontractor experience and asserts that the solicitation "provided no indication that subcontractor experience would be viewed as less meritorious," *id.* at 17, maintaining that the agency was required to evaluate subcontractor experience "in the same manner as experience from the offeror." *Id.* at 15.

The agency first responds that, contrary to Sevenson's assertions, the solicitation's evaluation criteria explicitly placed offerors on notice that prime contractor experience would be viewed as preferable to subcontractor experience; that is, the solicitation provided that the agency would consider whether an offeror's prior experience had been performed "where the offeror is the prime contractor." AR, Tab 2, Memorandum of Law, at 2-4; see AR, Tab 4, RFP at 26. The agency further maintains that the solicitation provisions regarding credit for subcontractor experience did not negate the stated preference for prime contractor experience--and did not provide that subcontractor and prime contractor experience would be considered to be equivalent. AR, Tab 2, Memorandum of Law at 2-4. Accordingly, the agency states that, while the agency consistently assigned strengths to Sevenson's proposal based on the experience of [redacted], its proposed subcontractor, the agency properly declined to assign significant strengths to various aspects of [redacted] prior work. In short, the agency maintains that it neither "disregarded" the experience of Sevenson's subcontractor, nor improperly "discounted" that experience.

Where a protester and agency disagree about the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4. Further, where the evaluation provisions in a solicitation allow for consideration of a subcontractor's experience, the significance of, and the weight to be assigned to, such

¹⁷ Sevenson's protest includes allegations that are in addition to, or variations of, those specifically discussed below. We have reviewed all of the allegations and find no basis to sustain the protest.

experience is a matter of contracting officer discretion. *Archer Western Federal JV*, B-410168.2, B-410168.3, Nov. 12, 2014, 2014 CPD ¶ 351 at 5.

Here, we reject Severson's assertion that the solicitation did not indicate that prime contractor experience was preferred over that of a subcontractor, and we similarly reject Severson's assertion that the agency was required to evaluate the experience of subcontractors as equal to that of an offeror. In our view, the solicitation's stated evaluation criteria clearly placed offerors on notice that prime contractor experience was preferred. The record is also clear that the agency, in fact, gave considerable credit to the experience of Severson's proposed subcontractor, assigning multiple strengths to Severson's proposal based on its subcontractor's experience. See AR, Tab 12, SSEB Report, attach. 1 at 23-27. Accordingly, based on our review of the evaluation record, Severson's complaints regarding the agency's evaluation of subcontractor experience are without merit.

Next, Severson complains that the agency improperly evaluated the experience of the individual members of the HGL-APTIM joint venture as experience of the joint venture itself, asserting that this was inappropriate because "the joint venture has never performed any work," and asserting that joint venture members should have been evaluated in the same manner as subcontractors. Protest at 17-18.

The agency responds that the plain language of the solicitation expressly advised offerors that: "The Joint Venture parties' experience and/or past experience will be included as the experience and/or past experience of the Joint Venture." AR, Tab 2, Memorandum of Law at 8; see AR, Tab 4, RFP at 9. Accordingly, the agency further responds that, consistent with the terms of the solicitation, it properly considered the experience of the joint venture partners to be experience of the joint venture itself, elaborating that the partners were "considered the offeror because they had formed a joint venture." AR, Tab 2, Memorandum of Law at 9. In summary, the agency maintains that the agency's approach to evaluating the experience of joint venture partners was outlined in the solicitation, and Severson's protest in this regard constitutes an untimely challenge to the terms of the solicitation. *Id.* We agree.

Where a dispute exists as to the provisions of a solicitation, we will first examine the plain language of the solicitation, see, e.g., *Intelsat Gen. Corp.*, B-412097, B-412097.2, Dec. 23, 2015, 2016 CPD ¶ 30 at 8, and challenges to the terms of a solicitation must be raised prior to the closing date for receipt of proposals. 4 C.F.R. § 21.2(a)(1).

Here, the solicitation expressly advised offerors that the experience of joint venture members "will be included as the experience . . . of the Joint Venture." We see nothing ambiguous in this provision. Accordingly, Severson's protest assertions that the agency's evaluation and/or source selection decision was improper because the agency evaluated the individual members of the joint venture as the joint venture itself reflects an untimely challenge to the terms of the solicitation and is not for consideration. 4 C.F.R. § 21.2(a)(1).

Sevenson also challenges various other aspects of the agency's technical evaluation. For example, Sevenson complains that the agency's evaluation of Sevenson's experience with regard to "excavation support and dewatering techniques" was flawed.¹⁸ More specifically, while acknowledging that the agency assessed strengths in its proposal with regard to this criterion, Sevenson complains that the agency failed to assess significant strengths. Protest at 21-23. In raising this complaint, Sevenson acknowledges that the agency concluded that Sevenson's experience under this criterion reflected dewatering "done via berms and sumps"--which the agency viewed as simply "divert[ing] water away from an excavation" and/or of "low technical complexity." *Id.* at 22. Sevenson, nonetheless, asserts that the agency was required to assess significant strengths under this criterion because "the first task order included a very basic scope of work for . . . dewatering techniques," which Sevenson asserts its prior projects "met and exceeded."¹⁹ *Id.*

The agency responds that the first task order "did not comprise the entire universe of the [solicitation's] technical requirements." AR, Tab 2, Memorandum of Law at 11. In this regard, the solicitation specifically provided that subsequent task orders will be issued that may well require more sophisticated dewatering techniques than what Sevenson asserts were "very basic" requirements in the first task order. *Id.*; see AR, Tab 4 RFP at 135. The agency further notes that the solicitation specifically provided that while the groundwater level "averages about 12 feet below ground surface," it "ranges from 6 to 19 feet below ground surface across the site." See AR, Tab 4, RFP at 135. Accordingly, the agency maintains that Sevenson's experience with low-complexity dewatering techniques did not warrant assessment of significant strengths. AR, Tab 2, Memorandum of Law at 10-12.

Where a protest challenges an agency's technical evaluation, this Office will review the evaluation record to determine whether the agency's judgments were reasonable and

¹⁸ As noted above, an offeror's experience with "excavation support and dewatering techniques" was listed in RFP section 00 24 00 (titled "Evaluation Factors") as criterion c. With regard to dewatering requirements, the solicitation provided that: "[i]n areas where the bottom of the excavation is known to extend below the groundwater elevation, the contractor will be required to design and construct dewatering systems to ensure that the contaminated material can be excavated and backfilled in the dry." AR, Tab 4, RFP at 135.

¹⁹ More specifically, Sevenson asserts that "[t]he RFP drawings for the first task order show the deepest required excavation at 11 feet below the ground surface," and further, that "[g]roundwater is anticipated at approximately 13 to 17.5 feet below ground surface." Protest at 22. Accordingly, Sevenson asserts that "groundwater was not anticipated even in the deepest portions of the excavation [for the first task order]" and, accordingly, Sevenson's prior experience exceeds the task order requirements "through very simple dewatering efforts." *Id.* On this record, Sevenson asserts that the agency's decision not to assess significant strengths under this evaluation criteria was "unreasonable and incorrect." *Id.* at 23.

consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Rome Research Corp.*, B-291162, Nov. 20, 2002, 2002 CPD ¶ 209 at 4. A protester's disagreement with an agency's judgments does not render the evaluation unreasonable. *Id.*

Here, we reject Severson's assertion that it was unreasonable for the agency not to assess significant strengths to aspects of Severson's prior experience that it considered to reflect low-complexity dewatering techniques. In this regard, Severson's protest fails to recognize that the solicitation provisions, quoted by Severson in its protest, see Protest at 3, specifically advised offerors that more complex dewatering techniques could be required due to the fact that the groundwater level "ranges from 6 to 19 feet below ground surface." AR, Tab 4, RFP at 135. More specifically, we reject Severson's assertion that, because the drawings for the first task order suggested that groundwater levels were anticipated to be below the "deepest portions of the excavation [11 feet below surface]," see Protest at 22, Severson's prior experience with low-complexity dewatering techniques was sufficient to require the agency's assessment of significant strengths.

In summary, we have considered all of Severson's challenges to the agency's technical evaluation and find no basis to sustain its protest.

Best-Value Determination

Finally, Severson challenges the agency's best-value determination, asserting, among other things, that the agency "failed to properly account for Severson's significant cost advantage." Protest at 23. In this context, Severson asserts that "the cost premium associated with the awardee's proposal was not justified by specific technical enhancements." *Id.* at 23-24. Further, Severson maintains that "cost should have been given greater weight, and become the determining factor." *Id.* at 24.

The agency responds by referencing the detailed evaluation record created by the agency's SSEB, SSAC, and SSA. In this regard, the agency notes that the comprehensive evaluation record reflects the agency's thorough consideration of the relative merits of both offerors' proposals, including specific consideration of the value to the agency flowing from the relative advantages of each proposal. The agency further points out that the SSA specifically considered the evaluated costs of the competing proposals, recognized that Severson's cost was approximately 9.5 percent lower than HGL-APTIM's, considered the fact that the non-cost factors were "significantly more important" than cost, and exercised his judgment to reasonably conclude that the relative merits flowing from HGL-APTIM's proposal under the non-cost evaluation factors warranted the cost premium.

In making best-value tradeoff determinations, source selection officials have broad discretion in exercising their judgment; specifically, in comparing technical merit, risk, and cost/price, the extent to which one may be sacrificed for another is subject only to rationality and consistency with the evaluation criteria. See, e.g., *Diversified Tech. &*

Servs. of Virginia, Inc., B-412090.2, B-412090.3, Dec. 16, 2015, 2016 CPD ¶ 34 at 11; *Mevatec Corp.*, B-260419, May 26, 1995, 95-2 CPD ¶ 33 at 3. Accordingly, we will not question the award to higher-rated, higher-priced offerors where the agency's documentation regarding its source selections establishes that the SSA was aware of, and considered, the relative strengths, weaknesses, and costs of the competing proposals, and made judgments that were rational and consistent with the evaluation criteria. *OnPoint Consulting, Inc.*, B-417397.3 *et al.*, Oct. 3, 2019, 2019 CPD ¶ 332 at 17; *International Consultants, Inc.; Int'l Trade Bridge, Inc.*, B-278165, B-278165.2, Jan. 5, 1998, 98-1 CPD ¶ 7 at 5-6.

Here, based on our review of the record, we find no basis to question the reasonableness of the SSA's judgments or their consistency with the solicitation's evaluation criteria. As discussed above, the solicitation specifically provided that experience was the most important evaluation factor, and that cost was significantly less important than the non-cost/price factors combined. Further, it is clear from the record that the SSA was aware of, considered, and documented, the evaluated strengths and costs associated with the competing proposals. Although Severson may disagree with the SSA's judgments, it has failed to demonstrate that they were unreasonable; accordingly, we find no merit in its various assertions challenging the validity of the best-value tradeoff determinations.

The protest is denied.

Thomas H. Armstrong
General Counsel