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Decision

Matter of: WorldWide Language Resources, Inc.

File: B-420900.3; B-420900.5

Date: April 26, 2023

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Captain Jules L. Szanton, Major Nhu T. Tran, and Dana J. Chase, Esq., Department of the Army, for the agency.

Michael P. Grogan, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of proposals under the technical factor is denied where the evaluation was reasonable, even-handed, and consistent with the terms of the solicitation.
2. Protest challenging agency's best-value tradeoff decision is denied where the tradeoff was reasonable, sufficiently documented, and consistent with the terms of the solicitation.

DECISION

WorldWide Language Resources, Inc., of Fayetteville, North Carolina, protests the issuance of a task order to Valiant Government Services, LLC, of McLean, Virginia, under request for task order proposals (RTOP) No. W911W4-22-R-CENT2, issued by the Department of the Army, for foreign language interpretation, translation, and transcription services. The protester contends the Army's evaluation of proposals under the technical factor was unreasonable and unequal, and the best-value tradeoff decision was flawed.

We deny the protest.

BACKGROUND

On June 21, 2022, the Army issued the RTOP under the Defense Language Interpretation and Translation Enterprise II (DLITE II) indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5.¹ Agency Report (AR), Tab 16, RTOP amend. 005 at 3-4, 67. The solicitation contemplated the issuance of a single task order, with labor-hour and cost-reimbursement contract line items, with a 1-year base period of performance and four, 1-year option periods, for management and linguist support services. RTOP at 3. Specifically, the Army sought contractor support in the areas of language interpretation, translation, and transcription services in the U.S. Central Command's area of operations, which includes 19 countries. Contracting Officer's Statement (COS) at 1.

The solicitation advised that award would be made on best-value tradeoff basis, considering two factors: (1) technical; and (2) cost/price. RTOP at 83. The technical factor had three subfactors: (a) human capital; (b) project management plan; and (c) transition plan. *Id.* at 84. Under the human capital subfactor, an offeror would be evaluated based on its "proposed approach and understanding, including risk of unsuccessful performance, to recruiting, vetting, hiring and retaining qualified linguist staffing[.]" *Id.* Under the project management subfactor, the Army would evaluate an "offeror's approach and understanding, including risk of unsuccessful performance to management and non-linguist personnel staffing including organizational structure, roles, responsibilities, and lines of communication for supporting linguist, monitoring performance, maintaining quality, managing risk, and interfacing with the Government." *Id.* For the third technical subfactor, transition plan, the agency would evaluate an offerors' approach for a 90-day phase-in period. *Id.* at 84-85. Cost/price would be evaluated for reasonableness, completeness, and balanced pricing. *Id.* at 85-86.

The solicitation advised that the Army would assign one of five technical/risk ratings to each technical subfactor, and would also assign an overall technical rating.² *Id.* at 83. The RTOP explained that the technical subfactors were listed in order of importance, and the technical factor, overall, was significantly more important than cost/price. *Id.*

On July 20, 2022, WorldWide filed a protest with our Office, challenging various provisions of the solicitation. The GAO attorney assigned to the protest conducted an outcome prediction alternative dispute resolution teleconference call with the parties, advising that the protest would likely be sustained, in part, with respect to the protester's allegation that the solicitation did not provide sufficient information to allow offerors to intelligently calculate their labor rates with respect to meal and lodging costs. The GAO

¹ The RTOP was amended multiple times. Unless stated otherwise, all citations are to the final version of the solicitation, using the Adobe PDF document page numbers.

² The five technical/risk ratings were blue/outstanding, purple/good, green/acceptable, yellow/marginal, and red/unacceptable. RTOP at 85.

attorney further explained that GAO would likely deny the remainder of WorldWide’s protest allegations.

On October 11, the agency asked our Office to dismiss the protest as academic, based on the agency’s intention to take corrective action, which included amending the solicitation to provide more detail to address the protester’s concerns regarding meal and lodging costs. Our Office dismissed as academic WorldWide’s protest allegation regarding the sufficiency of solicitation information with respect to the calculation of meal and lodging costs, in light of the agency’s proposed corrective action, and denied on the merits the remainder of WorldWide’s protest allegations. *WorldWide Language Resources, Inc.*, B-420900, Oct. 21, 2022, 2022 CPD ¶ 265.

Following the implementation of its corrective action, the agency received proposals from multiple offerors by the submission deadline. COS at 4. Relevant here, the Army evaluated the proposals of WorldWide and Valiant as follows:

	WorldWide	Valiant
Technical (Overall)	Green/Acceptable	Purple/Good
Human Capital	Green/Acceptable	Purple/Good
Project Management	Green/Acceptable	Purple/Good
Transition Plan	Purple/Good	Purple/Good
Evaluated Cost/Price	\$1,332,260,386	\$1,405,244,647

AR, Tab 42, Source Selection Decision Document (SSDD) at 7.

The source selection authority (SSA) concluded that Valiant’s proposal represented the best value to the Army. *Id.* at 55. In so finding, the SSA explained that while Valiant’s proposal was higher in cost/price, Valiant’s “technical proposal was more advantageous and offered additional, unique, and distinct strengths that warranted paying a slight premium.” *Id.* On January 12, 2023, the Army notified WorldWide that the agency issued the task order to Valiant. COS at 6. Following a debriefing, this protest followed.³

DISCUSSION

The protester raises several challenges to the agency’s conduct of the procurement. WorldWide contends the Army failed to assess its technical proposal with numerous strengths for features, which, the protester argues, exceeded the solicitation’s requirements. In addition, the protester argues the agency evaluated proposals

³ Because the estimated value of the issued task order is over \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority granted in title 10 of the United States Code. 10 U.S.C. § 3406(f).

unevenly under the technical subfactors. Specifically, the protester contends that the Army credited certain aspects of the awardee's proposal as warranting strengths, but unreasonably failed to credit Worldwide for materially similar aspects of the protester's proposal. Moreover, WorldWide challenges the Army's best-value determination, arguing that it rested on a flawed technical evaluation and gave insufficient consideration to cost/price. For the reasons that follow, we find no basis to sustain the protest.⁴

Evaluation of WorldWide's Technical Proposal

WorldWide challenges the agency's evaluation of its proposal, contending the Army failed to assign at least eight strengths to its proposal under the three technical subfactors.⁵ In this regard, the protester contends had the agency reasonably evaluated the benefits of its technical approach, the Army would have assigned WorldWide with an overall technical rating of "Purple/Good" and would have issued the firm the task order. In response, the agency argues its evaluation, to include its assignment of strengths, was reasonable and consistent with the terms of the RTOP.

As noted above, this task order competition was conducted pursuant to 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, because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15; *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. Our Office will review evaluation challenges in task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. *Engility Corp.*, *supra*

⁴ WorldWide raises other collateral allegations. Although our decision does not specifically address them all, we have considered each argument and find that none provides a basis on which to sustain the protest. For example, WorldWide argues the agency unreasonably failed to assign a weakness to Valiant's proposal under the project management subfactor because of potential "mobility issues" for the awardee's program manager. Comments at 16; Supp. Comments at 9-10. However, our review of the record confirms the agency reasonably considered whether the program manager's potential inability to travel would constitute a risk to successful performance of the contract, and determined that other aspects of Valiant's management approach would offset that risk. See AR, Tab 42, SSDD at 11-12. WorldWide's disagreement with the agency's judgments, in this regard, does not establish a basis for our Office to sustain a protest. *Pemco Aeroplex, Inc.*, B-310372, Dec. 27, 2007, 2008 CPD ¶ 2 at 10-18.

⁵ A "strength" was defined 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." AR, Tab 30, RTOP Evaluation Plan at 15.

at 15-16. An agency is not required to document “determinations of adequacy” or explain in the evaluation record why it did not assess a strength, weakness, or deficiency for a particular item. *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17. Further, a protester’s disagreement with the agency’s judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Id.*

In WorldWide’s view, its proposal warranted the assignment of multiple additional strengths. However, an agency’s judgment that the features identified in the proposal did not significantly exceed the requirements of the solicitation--and thus did not warrant the assessment of unique strengths--is a matter within the agency’s discretion and one that we will not disturb where the 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. As the following illustrative examples demonstrate, we find no basis to object to the agency’s evaluation of WorldWide’s proposal.⁶

Under the human capital subfactor, each offeror was to provide “a narrative describing its proposed approach to recruiting, vetting, hiring and retaining qualified linguist staffing” in accordance with the solicitation’s staffing requirements. RTOP at 71. Relevant here, the solicitation asked offerors to maintain a pipeline of linguist candidates to ensure continuity of operations. *Id.* at 33. As noted above, the Army would evaluate an “offeror’s proposed approach and understanding, including [the] risk of unsuccessful performance.” *Id.* at 84. WorldWide’s technical proposal, concerning its linguist pipeline, explained that [DELETED] candidates and managers had signed letters of commitment with the firm. AR, Tab 20, WorldWide Technical Proposal at 8; see also AR, Tab 23, WorldWide Letters of Commitment.

During the debriefing, WorldWide inquired as to why its approach, which included [DELETED] signed letters of commitment from linguists and managers, did not warrant the assignment of a strength. AR, Tab 36, Debriefing Questions and Answers (Q&A) at 6, line 34. In response, the agency explained that it did not assign a strength for this aspect of WorldWide’s proposal because the Army viewed the letters of commitment as not legally binding. *Id.* As further developed in the agency report, the Army, in addition to concluding that these letters were not legally binding, noted that the letters did not include any information concerning salary, terms of employment, or other employment-related information. COS at 10. According to the technical evaluation team, because “it was unclear to what exactly the employees were agreeing[,]” and given the “uncertainties inherent in these non-binding letters,” the agency did not assign a strength for this aspect of WorldWide’s proposal. *Id.*

⁶ Given the volume of allegations raised by the protester, we discuss only a few representative examples, below. However, we have reviewed each of WorldWide’s arguments concerning the agency’s evaluation under the technical subfactors and find no basis to sustain the protest. Rather, the record demonstrates that the agency’s evaluation was reasonable, adequately documented, and in accordance with the terms of the RTOP.

The protester contends the agency decision was unreasonable. Protest at 12-13; Supp. Comments at 5-8. In this regard, the protester argues the letters were not required under the terms of the solicitation, and thus exceeded the RTOP's requirements by "appreciably increase[ing] the chances that WorldWide will be able to staff the contract faster than required." Protest at 12. Moreover, WorldWide avers that the agency ignored that these personnel were pre-vetted by the protester, and that the firm (as identified by the Army) offered competitive salary and benefits to its employees. See AR, Tab 42, SSDD at 43 (identifying benefits to WorldWide's approach to retention). Accordingly, WorldWide argues because the letters considerably reduce the risk of unsuccessful performance by assuring continuity of qualified personnel, the Army's determination that the letters of commitment offered no appreciable advantage was unreasonable.

Here, we cannot conclude the agency's failure to assign a strength was unreasonable. Indeed, as manifest by the letters of commitment themselves, potential employees were [DELETED], and any commitments by those potential employees were contingent on a number of factors, to include [DELETED]. See AR, Tab 23, WorldWide Letters of Commitment. Given the lack of definiteness of the letters, we cannot conclude the agency abused its discretion in determining that the "uncertainties inherent in these non-binding letters" did not warrant the assignment of an independent strength. COS at 10. WorldWide's disagreement with the agency's assessment, without more, does not render the evaluation unreasonable. *The Ginn Grp., Inc.*, B-420165, B-420165.2, Dec. 22, 2021, 2022 CPD ¶ 17 at 9.

Similarly, under the human capital subfactor, WorldWide contends the agency erred in failing to assign its proposal a strength for its recruitment process, despite exceeding the solicitation's requirements. Protest at 10-11; Comments at 9-10. In this regard, and despite the agency concluding that WorldWide's "anticipated recruiting requirement to maintain staffing and states their capacity exceeds the requirement by [DELETED]" the technical evaluation team assessed this feature as only "adequate" and not warranting a strength.⁷ AR, Tab 42, SSDD at 42. In WorldWide's view, given that it exceeded the solicitation's requirement by such a large margin, its capabilities, in this regard, should have reasonably led to the assignment of a strength. Comments at 9.

However, we find reasonable the agency's evaluation conclusions and its decision not to assign WorldWide's proposal with a strength for this recruiting feature. In response to WorldWide's debriefing inquiry as to why exceeding the requirement by such a margin did not warrant the assignment of a

⁷ WorldWide explained that its recruiting and processing capacity for new hires exceeded the solicitation's requirement by [DELETED]. AR, Tab 20, WorldWide Technical Proposal at 2, fig. 2; see also RTOP at 87-1 (providing benchmarks for processing linguist candidates).

strength, the agency explained that this aspect of the protester's proposal was "of limited benefit" because "the requirement is to process the necessary number of candidates and [the ability to process] excess candidates would not be advantageous to this effort." AR, Tab 36, Debriefing Q&A at 4-5, line 25. The agency further explained that while the RTOP did include a surge option that would allow the Army to increase the number of linguists it needed at a specified time, an offeror's compliance with this surge requirement would not, alone, warrant an assignment of a strength. COS at 8. That is, even in the limited circumstance where the surge option was exercised, WorldWide's approach would only help to ensure it met the stated requirements of the solicitation, which, in the Army's view, was not "particularly advantageous to the Government during contract performance." *Id.* We find reasonable the agency's conclusion that this proposal feature did not warrant the assignment of a strength.

As another example, under the project management technical subfactor, offerors were required to describe their method for "management and non-linguist personnel staffing" and would be evaluated on their proposed approach and understanding. RTOP at 71, 84. As part of their approach, offerors were asked to identify two key personnel-- a project manager and a quality control manager. *Id.* at 29-31. While WorldWide did propose individuals for these key personnel positions, it also proposed additional key persons, which the protester argues warranted the assignment of a strength.⁸

Again, we find nothing unreasonable with the agency's determination that these features of WorldWide's proposal did not warrant the assignment of a strength. The agency explains that the RTOP required the provision of at least 834 linguists across multiple countries, and that the contractor had to provide on-site management to supervise the performance of the contract. RTOP at 29. Thus, the agency explains, while the solicitation only required two identified key personnel, additional administrative employees would likely be required to manage the linguists. COS at 11. Accordingly, in the Army's view, the fact that WorldWide proposed several additional managers did not exceed the solicitation's requirements in a manner that would benefit the agency, but instead, was viewed as "a basic necessity for an offeror proposing to provide on-site supervision to 834 linguists spread across the world[.]" *Id.* On this record, we cannot conclude the agency's evaluation judgments were unreasonable. *Protection Strategies, Inc., supra.*

Unequal Treatment

The protester also raises allegations of disparate treatment concerning the agency's evaluation of WorldWide's and Valiant's technical proposals. Comments at 14-16; Supp. Comments at 2-10. WorldWide argues that the awardee was found to have

⁸ WorldWide proposed a deputy project manager in [DELETED] (where the principle project manager was located in [DELETED]) and several regional managers. AR, Tab 20, WorldWide Technical Proposal at 8-9.

multiple strengths attributed to various aspects of its proposal, yet the agency failed to give similar credit to the protester's proposal for similar benefits. Had the agency evaluated proposals even-handedly, WorldWide argues its proposal would have represented a better value to the Army.

It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. See *Rockwell Elec. Commerce Corp.*, B-286201 *et al.*, Dec. 14, 2000, 2001 CPD ¶ 65 at 5. However, when a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; *Paragon Sys., Inc.; SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded or failed to credit its proposal for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Geo Owl, LLC*, B-420599, June 13, 2022, 2022 CPD ¶ 143 at 7.

Here, we find that WorldWide's allegations are unsupported by the record or otherwise mislaid, given that any differences in the agency's assessment of the two proposals reasonably stem from differences in the proposals themselves, rather than unequal treatment.⁹

As one example, the agency assigned a strength to Valiant's proposal under the human capital subfactor for its Continental United States Replacement Center (CRC) liaison.¹⁰ See AR, Tab 41, Valiant's Technical Evaluation at 6. Valiant's proposal explained that its liaison [DELETED] through CRC processing, where linguist candidates complete required training and receive necessary equipment. AR, Tab 40, Valiant Technical Proposal at 7. Valiant's proposal also provided that the liaison [DELETED]. *Id.* The Army viewed this aspect of the awardee's hiring approach as "advantageous because it provides a dedicated asset to assist with personnel issues, which increases the likelihood [Valiant] personnel will complete CRC and reduces the risk personnel will not favorably complete CRC processing and deploy." AR, Tab 41, Valiant's Technical Evaluation at 6; AR, Tab 42, SSDD at 9.

The protester argues the Army disparately evaluated proposals because "the Agency failed to award WorldWide a strength for its CRC Liaison, but awarded a strength to [Valiant] for a similar proposed personnel." Comments at 14. However, our review of

⁹ While we discuss only one emblematic example of unequal treatment raised by the protester, we have reviewed each of WorldWide's arguments and find that none provides a basis to sustain the protest.

¹⁰ The agency explains that the CRC, located at Fort Bliss, Texas, "is the Army facility where contractor employees must process, equip, demonstrate medical readiness, and complete training requirements prior to an overseas deployment." Supp. COS at 1.

the record, to include a supplemental declaration by the SSA, reflects that the evaluation differences reasonably stem from differences in how the offerors' proposed to employ their liaisons in supporting candidates through the CRC process.

The SSA explains that the Army saw a benefit from Valiant's approach in which its CRC liaison assisted candidate linguists during the completion of CRC. See AR, Tab 44, SSA Declaration at 2 (noting that Valiant's CRC liaison "is involved in all steps of a linguist's experience at CRC[,] including "supporting candidates during their completion of CRC-required training."). This explanation is consistent with the underlying record. See AR, Tab 42, SSDD at 9; AR, Tab 40, Valiant's Technical Proposal at 7 (noting that the CRC liaison "guides [Valiant's] linguists through CRC processing and in this step, candidates complete all CRC directed training[.]"). In contrast, the Army found that WorldWide's proposal offered less detail and fewer benefits with respect to its proposed CRC liaison. In this regard, WorldWide's proposal explained that its CRC liaison would "[DELETED]." AR, Tab 20, WorldWide's Technical Proposal at 11. The Army concluded that WorldWide's proposal "did not detail the CRC liaison duties to assist [WorldWide] personnel in completing CRC requirements nor demonstrate how the CRC Liaison would contribute to increased CRC completion rates, so the [technical evaluation team] did not assess any additional merit concerning this feature." AR, Tab 42, SSDD at 42-43.

Moreover, the SSA explains that WorldWide's proposed approach, in contrast to Valiant's, did not explain that its liaison would assist candidates in completing CRC-required training. AR, Tab 44, SSA Declaration at 4 (explaining the agency "did not find that checking travel documents for candidates who had already completed CRC and inspecting gear already issued by CRC would benefit the government, the TET found [the CRC liaison] did not amount to a strength."). The underlying evaluation record supports the SSA's conclusions, where the SSA explains why Valiant's liaison warranted a strength but WorldWide's approach did not. Valiant received a strength:

[B]ecause [Valiant] explicitly states their CRC Liaison will [DELETED] through the process. This is critical because it ensures the contract linguist successfully completes CRC the first go through and therefore, aiding in increased fill rates and reduces risk of unsuccessful performance. As such, [Valiant's] strength for the proposed CRC Liaison which includes specified duties of the CRC Liaison assisting with personnel issues during active processing increasing the likelihood employees will successfully complete CRC, therefore reducing the risk personnel will not complete CRC and remain unqualified to deploy offers more insight into the role and position than how [WorldWide] proposed.

AR, Tab 42, SSDD at 48-49.

Technical evaluators have latitude in assigning ratings, which reflect their subjective judgments of a proposal's relative merits. *Complete Packaging & Shipping Supplies, Inc.*, B-412392 *et al.*, Feb. 1, 2016, 2016 CPD ¶ 28 at 7. Here, the underlying record reflects differences in the roles of the proposed CRC liaisons, which accounts for the difference in the assignment of strengths. Given the substantive differences in the relative approaches, we find no reason to conclude that the Army's judgments were unreasonable.¹¹

Best-value Tradeoff

Finally, WorldWide challenges the Army's best-value decision, arguing the agency failed to give proper credit to cost/price in the tradeoff, in a manner consistent with the solicitation.¹² Protest at 20-21; Comments at 17-20. In this regard, the protester notes that while the technical factor was "significantly more important" than cost/price, the RTOP also explained that cost/price "may be the controlling factor" when proposals "are otherwise considered approximately equal" under the technical factor. RTOP at 83-84. Thus, WorldWide avers that because--in its estimation--the proposals were

¹¹ In any event, we conclude that WorldWide cannot demonstrate that it was prejudiced by the Army's failure to assign a strength for its CRC liaison. Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 12-13.

Here, the SSA contemporaneously explained that even if WorldWide was similarly assigned a strength for its proposed CRC liaison, the best-value decision would remain unchanged. AR, Tab 42, SSDD at 54 (stating that "even if I assigned a strength for [WorldWide's] CRC Liaison and resulted in its rating being elevated to Good in Subfactor I Human Capital[,] it would not alter my decision that [Valiant's] proposal represents the best value to Government" because of Valiant's "unique and distinct strengths" under the project management and transition plan subfactors.).

¹² The protester also alleges the agency's tradeoff was flawed because the SSA's conclusions were inconsistent with the technical evaluation. Comments at 17-19. Based on our review of the record, however, we find no basis to sustain the protest allegation that the SSA's tradeoff comparison of Valiant and WorldWide under the project management subfactor was unreasonable, or otherwise inconsistent with the underlying evaluation record. See AR, Tab 42, SSDD at 50-60. Moreover, because we find reasonable the agency's underlying technical evaluation of proposals, WorldWide's derivative challenge to the best-value determination as being predicated on a flawed evaluation does not afford a basis to sustain the protest.

approximately equal in the technical factor, the agency failed to give proper weight to the protester's approximately 5 percent cost advantage. Comments at 20.

Our review of the record confirms the reasonableness of the agency's tradeoff conclusions. Contrary to WorldWide's assertions of approximate technical equivalency, the record reasonably demonstrates that the SSA in fact determined that Valiant's proposal was technically superior to WorldWide's proposal. The SSA determined that Valiant was "slightly more advantageous" under the human capital subfactor, and "more advantageous" under both the project management and transition plan subfactors. AR, Tab 42, SSDD at 47-53. Overall, the SSA found Valiant "more advantageous" as compared to WorldWide. *Id.* at 53. Accordingly, contrary to the protester's assertion, the proposals were not considered approximately equal, but instead, Valiant's technical solution was evaluated as being superior to WorldWide's offered approach under each of the technical subfactors.

Moreover, the record reflects that the SSA was aware of the price difference between the offerors, where the SSA acknowledged that WorldWide's cost/price was approximately 5 percent lower than Valiant's; however the unique strengths of Valiant's technical proposal under two of the technical subfactors warranted paying the additional premium. *Id.* at 54 (concluding that, after comparing the weight of Valiant's strengths to the differences in price, "I find [Valiant's] Technical proposal will have benefit to the Government that will appreciably reduce the risk of unsuccessful performance to the Government, and is worth the 5.19 [percent] price premium."). An agency may properly select a more highly-rated proposal over one offering a lower price where it has reasonably determined that the technical superiority outweighs the price difference. *Recogniti, LLP*, B-410658, Jan. 21, 2015, 2015 CPD ¶ 49 at 6. While the protester may disagree with the SSA's conclusions, the record evidences the agency's best-value tradeoff determination was reasonable and consistent with the terms of the solicitation.

The protest is denied.

Edda Emmanuelli Perez
General Counsel