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Decision

Matter of: Apptis Inc.

File: B-403249; B-403249.3

Date: September 30, 2010

Terry L. Elling, Esq., J. Scott Hommer III, Esq., and Dismas N. Locaria, Esq., Venable LLP, for the protester.

Rand L. Allen, Esq., Kara M. Sacilotto, Esq., and Brian G. Walsh, Esq., Wiley Rein, LLP, for Booz Allen Hamilton, the intervenor.

James E. Hicks, Esq., Department of Justice, for the agency.

Jonathan L. Kang, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

- 1. Protest that agency's discussions with offerors regarding their technical proposals were inadequate and unequal is denied where the record shows that, during discussions, the agency identified significant weaknesses but did not identify non-significant weaknesses.
- 2. Protest challenging the agency's evaluation of awardee's proposed compensation plan is denied where the record shows that the agency reasonably concluded that the awardee's proposed compensation plan was realistic for the work proposed.

DECISION

Apptis Inc., of Chantilly, Virginia, protests the award of a contract to Booz Allen Hamilton (BAH), of McLean, Virginia, under request for proposals (RFP) No. DJD-10-R-0003, issued by the Department of Justice, Drug Enforcement Administration (DEA), for information security support services. Apptis challenges the DEA's conduct of discussions concerning the offerors' technical proposals, the evaluation of the awardee's technical proposal, and the reasonableness of the selection decision.

We deny the protest.

BACKGROUND

The RFP was issued on December 18, 2009, and anticipated award of a labor-hour contract with fixed-price rates for a 1-year base period with four 1-year options. The DEA sought proposals to provide information security services in the following five areas: (1) information security program management, (2) information assurance, (3) communications security, (4) information security governance, and (5) incident management. Apptis is the incumbent contractor for these services.

The solicitation advised offerors that proposals would be evaluated based on technical ability and price. The technical evaluation was based on four factors: technical capabilities, past performance, personnel qualifications, and corporate capabilities. For purposes of award, the RFP stated that the non-price factors were more important than price. RFP attach. 9.

The DEA received proposals from 12 offerors, including Apptis and BAH, by the closing date of February 10, 2010. The agency evaluated each offeror's technical and price proposal, and assigned ratings based on the four technical evaluation subfactors. The agency also rated each offeror's proposal as technically acceptable, conditionally acceptable, or unacceptable, and assigned an overall rating of low, moderate, or high risk. Agency Report (AR), Tab 13, Initial Technical Evaluation, at 1.

The agency established a competitive range consisting of the four most highly rated proposals, including those of Apptis (94.1 points) and BAH (92.5 points)—the two most highly rated offerors. AR, Tab 15, Competitive Range Memorandum, at 14. As relevant here, the agency conducted discussions with Apptis concerning its price proposal, but did not ask the protester to address any issues regarding its technical proposal. AR, Tab 8, Apptis Discussion Questions, at 1. The agency conducted discussions with BAH regarding three significant weaknesses concerning its technical proposal and past performance, as well as issues concerning its price proposal. AR, Tab 7, BAH Discussion Questions, at 1.

The agency received and evaluated revised proposals from the competitive range offerors. As relevant here, DEA concluded that BAH's revised proposal adequately addressed the agency's concerns regarding past performance and raised the

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¹ The technical capabilities factor had six subfactors: incident management program, information assurance program, information security governance program, program and administrative support, information security program management, and communication security program. RFP attach. 9, \P 1. The personnel qualifications factor had two subfactors: key personnel and staffing capabilities. Id. \P 3. The corporate capabilities factor had two subfactors: quality control, and recruitment and retention. Id. \P 4.

awardee's score under that subfactor. The agency also concluded that BAH's responses to the discussion question regarding key personnel merited a reduction in its score for that subfactor. The agency's final evaluation of Apptis' and BAH's proposals was as follows:

	APPTIS	ВАН
TECHNICAL SCORE	94.1/100	91.8/100
Technical Capabilities	42.4/45	42.9/45
Past Performance	28.2/30	27.0/30
Personnel Qualifications	14.3/15	12.7/15
Corporate Capabilities	9.2/10	9.2/10
OVERALL ACCEPTABILITY	ACCEPTABLE	ACCEPTABLE
PROPOSAL RISK	LOW	LOW
PROPOSED PRICE	\$38,945,300	\$33,275,408

AR, Tab 12, Selection Decision, at 7, 12, 18.

In the award decision, the source selection authority (SSA) found that, in light of their technical scores and proposed prices, "the best value tradeoff analysis is ultimately between Apptis and BAH." <u>Id.</u> at 17. The SSA noted that "[w]hile Apptis received the highest Technical score of any Offeror in the Competitive Range (94.1), they also proposed an overall price of \$38,945.300.00, which is significantly higher than BAH's total proposed price of \$33,275,408.00." <u>Id.</u> The SSA concluded that

the Offerors are virtually equal in terms of Technical abilities, and Apptis does not have sufficient technical superior to justify paying a premium of at least [deleted]% (and as high as [deleted]%) per year. Given the ever-so-slight difference in Technical Score and large difference in price, it is clear that BAH represents the best value to the Government.

<u>Id.</u> at 18. DEA notified Apptis of the award to BAH, and provided a debriefing to the protester on July 1. This protest followed.

DISCUSSION

Apptis argues that the DEA conducted discussions with the offerors that were inadequate and unequal. The protester also argues that the agency's evaluation of BAH's responses to discussions was unreasonable, that the awardee may perpetrate a "bait and switch" scheme regarding its proposed key personnel, and that the agency's evaluation of BAH's proposed compensation plan was unreasonable. Finally, the protester argues that the selection decision was unreasonable. We find no merit to any of the protester's arguments.

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Inadequate and Unequal Discussions

Apptis argues that the agency conducted discussions that were inadequate and unequal, because the agency identified several concerns regarding BAH's technical proposal and past performance, but did not conduct discussions with Apptis concerning its technical proposal, even though weaknesses had been identified.

In the initial evaluation, the agency identified four weaknesses and three significant weaknesses in BAH's proposal, and eight weaknesses and no significant weaknesses in Apptis' proposal. AR, Tab 13, Initial Technical Evaluation, at 2-8. During discussions, the agency asked BAH to address during discussions the one significant weakness under the personnel qualifications subfactor concerning the lack of information for its key personnel, and the two significant weaknesses under the past performance factor concerning the management of a subcontractor under a contract with [deleted], and a termination of a task order for cause/default by [deleted]. AR, Tab 7, BAH Discussion Questions, at 1. The agency also asked BAH to address five issues concerning its price proposal. Id. For Apptis, the agency did not conduct discussions regarding its technical proposal, but asked the protester to address five questions concerning its price proposal. AR, Tab 8, Apptis Discussion Questions, at 1.

The Federal Acquisition Regulation (FAR) requires agencies to conduct discussions with offerors in the competitive range concerning, "at a minimum . . . deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond." FAR \S 15.306(d)(3). When an agency engages in discussions with an offeror, the discussions must be "meaningful," that is, sufficiently detailed so as to lead an offeror into the areas of its proposal requiring amplification or revision in a manner to materially enhance the offeror's potential for receiving the award. FAR \S 15.306(d); Bank of Am., B-287608, B-287608.2, July 26, 2001, 2001 CPD \P 137 at 10-11. In conducting exchanges with offerors, agency personnel also may not "engage in conduct that . . . favors one offeror over another," FAR \S 15.306(e)(1); in particular, agencies may not engage in what amounts to disparate treatment of the competing offerors. Front Line Apparel Group, B-295989, June 1, 2005, 2005 CPD \P 116 at 3-4.

Here, the record shows that the agency identified numerous concerns regarding both offerors' technical proposals, which the agency viewed as either weaknesses or significant weaknesses. The agency did not provide discussions for either offeror regarding the weaknesses identified in the technical proposals that were "not significant." As our Office has consistently held, agencies are not required to afford offerors all-encompassing discussions or to discuss every aspect of a proposal that receives less than the maximum score, and are not required to advise an offeror of a minor weakness that is not considered significant, even where the weakness subsequently becomes a determinative factor in choosing between two closely ranked proposals. New Breed, Inc., B-400554 et al., Dec. 5, 2008, 2009 CPD \P 4. Although discussions must address deficiencies and significant weaknesses

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identified in proposals, the precise content of discussions is largely a matter of the contracting officer's judgment. <u>B&S Transport, Inc.</u>, B-402695, July 9, 2010, 2010 CPD ¶ 161 at 6. We conclude that the agency's decision to conduct discussions concerning only significant weaknesses is consistent with the FAR and our decisions, and thus provides no basis to sustain the protest. Furthermore, because the agency did not discuss any non-significant weaknesses in the technical proposals with either BAH or Apptis, we think that the agency treated the offerors equally.

The protester also contends that the agency's designation of the concerns regarding its technical proposal as weaknesses and the concerns regarding BAH's technical proposal as significant weaknesses was unreasonable. We think that the agency's characterizations were reasonable.

With regard to BAH, the agency stated that the awardee "submitted limited personnel information" under the key personnel subfactor, and that "[w]ithout this information the depth of specific experience and breadth of overall experience of the Proposed Key Personnel could not be determined." AR, Tab 13, Initial Technical Evaluation, at 8. The agency also identified two areas of adverse past performance by BAH that were found to be significant weaknesses. <u>Id.</u> We think that the agency reasonably viewed these concerns as significant weaknesses, as opposed to weaknesses.

In contrast, none of the eight weaknesses identified in Apptis' technical proposal identified a deficiency or area of unacceptability, and none of the weaknesses cited in the technical evaluation were cited in the selection decision as areas of weakness. See AR, Tab 12, Selection Decision, at 10-16. On this record, we think that the protester does not demonstrate that the agency unreasonably failed to characterize these weaknesses as "significant weaknesses" that required discussions, and conclude that the protester's disagreement with the agency's judgment here provides no basis to sustain the protest. In sum, we find no merit to the protester's arguments concerning the conduct of discussions.

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² Apptis also argues that the FAR, in addition to requiring agencies to address deficiencies, significant weaknesses, and negative past performance not previously addressed, also states that "[t]he contracting officer also is encouraged to discuss other aspects of the offeror's proposal that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposal's potential for award." FAR § 15.306(d)(3). Apptis contends that DEA should therefore have discussed the non-significant weaknesses in its proposal because they could have allowed the protester to improve its chances for award. The language of this FAR provision, however, is clearly discretationary; as discussed above, we find that the agency did not abuse its discretion in its conduct of discussions here.

BAH's Responses to Discussion Questions

Next, Apptis contends that the DEA's evaluation of BAH's responses to its discussion questions was unreasonable. As discussed above, the agency asked BAH to address significant weaknesses concerning its past performance and its proposed approach under the personnel qualifications subfactor.

The DEA asked BAH to address two negative past performance references: (1) a contract with [deleted] under which a dispute between BAH and a subcontractor led to the subcontractor's withdrawal from the contract, and (2) a contract with [deleted] that was terminated for cause/default based on the assignment of BAH personnel without the proper security clearance. AR, Tab 7, BAH Discussion Questions, at 1.

BAH explained in its revised proposal that the concerns under the [deleted] contract arose from its management of a subcontractor regarding the agreement to initial contract terms and billing practices, which led to the subcontractor's withdrawal from the contract. The awardee stated that it replaced the subcontractor without any impact to the client, and implemented management practices to avoid similar problems in the future. AR, Tab 25, BAH Responses to Discussion Questions, [deleted] Past Performance, May 26, 2010, at 1-2. With regard to the termination under the [deleted] task order, BAH stated that the termination was the first and only termination for cause/default experienced by the company, the personnel assignments did not result in any improper disclosure of classified materials, the problem was quickly resolved, and BAH still works for the same agency client under a different contract. Id., [deleted] Past Performance, at 1-2. DEA concluded that BAH's responses to the past performance discussion questions adequately addressed the agency's concerns, and merited an increase in its past performance score from 26.7 to 27.0 points. AR, Tab 14, Final Technical Evaluation, at 3-4.

Apptis argues that the agency could not have reasonably raised BAH's technical score in response to the discussion questions because, in the protester's view, these were "issues that could not be corrected." Protester's Comments at 30. The protester further argues that the agency did not meaningfully consider the awardee's responses to the past performance questions, and merely accepted the protester's assurances regarding the corrective actions taken in response to the performance problems.

We think that the agency reasonably concluded that BAH's responses to the discussion questions addressed the agency's concerns and merited an increase in its evaluation score. As discussed above, the FAR requires agencies to conduct discussions with offerors concerning, at a minimum, "deficiencies, significance weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond." FAR § 15.306(d)(3). We find no merit to the protester's argument that negative past performance information cannot be addressed or explained by an offeror in a way that casts a more positive light on that

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information, or that agencies are precluded from finding that an offeror's explanation of negative information warrants an improved past performance rating.

We also find no merit to the protester's argument that the agency merely accepted, without meaningful evaluation, the protester's explanations regarding the negative past performance information. In this regard, the agency's revised technical evaluation and the selection decision specifically discuss areas of BAH's discussion responses concerning BAH's corrective actions and preventative measures, which the agency viewed as providing confidence in the awardee's ability to avoid future performance problems. See AR, Tab 14, Revised Technical Evaluation, at 4-5; Tab 12, Selection Decision, at 10.

Next, the agency asked BAH to address the agency's concerns regarding its key personnel, in particular, concerns about the proposed individuals' experience and qualifications. AR, Tab 7, BAH Discussion Questions, at 1. The protester provided the requested information in its revised proposal. The agency concluded that the additional information demonstrated that the awardee's proposed project manager "did not demonstrate significant experience," and that the resumes submitted for a consultant did not demonstrate experience with all of the statement of work (SOW) labor categories. AR, Tab 14, Final Technical Evaluation, at 4. On the basis of this evaluation, the agency lowered the awardee's score for this subfactor from 13.7 to 12.7 points. Id.

Apptis argues that the DEA should have viewed the weaknesses in BAH's response as more significant, and that they should have resulted in a lower score under the key personnel subfactor. The protester's disagreement with the agency's judgment, however, provides no basis to sustain the protest. See VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4. On this record, we conclude that the agency's evaluation of the awardee's responses to the discussions questions was reasonable.

Bait and Switch of BAH Key Personnel

Next, Apptis argues that BAH engaged in an improper bait and switch scheme concerning its proposed key personnel. Specifically, the protester contends that one of its employees was aware of a conversation involving a DEA employee, in which it was stated that the agency knew that the awardee would not provide personnel identified in its proposal. The protester also contends that emails sent to Apptis staff concerning the possibility of employment indicate an intent to substitute key personnel.

An offeror may not propose to use specific personnel that it does not expect to use during contract performance, as doing so would have an adverse effect on the integrity of the competitive procurement system and generally provides a basis for proposal rejection. <u>AdapTech Gen. Scientific, LLC</u>, B-293867, June 4, 2004, 2004 CPD ¶ 126 at 5. To establish an impermissible bait and switch scheme, a protester must

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show that a firm either knowingly or negligently represented that it would rely on specific personnel that it did not expect to furnish during contract performance, and that the misrepresentation was relied on by the agency and had a material effect on the evaluation results. <u>Data Mgmt. Servs. Joint Venture</u>, B-299702, B-299702.2, July 24, 2007, 2007 CPD ¶ 139 at 10.

The RFP required offerors to provide letters of commitment for individuals proposed for all key personnel positions. RFP Attach. 9, \P 3.1. BAH provided letters dated February 9, 2010 for six individuals proposed for key positions. AR, Tab 25, BAH Technical Proposal, Letters of Commitment, at 4, 7, 10, 14, 17, 20. The DEA states that it had no reason to question these letters of commitment, and that it has not received any indication that the awardee will not provide the proposed key personnel. Contracting Officer's Statement at 15.

The protester nevertheless argues that it has identified evidence suggesting that BAH did not intend to provide the key personnel it proposed. Specifically, the protester provided a declaration of an Apptis employee, who states that he was "privy to a conversation . . . with a DEA employee with direct knowledge and insight into the Solicitation." Protest attach. 8, Decl. of Apptis Employee, at 1-2. The Apptis employee states that the conversation indicated that "it was known by both BAH and the Agency that at least one, or more of the individuals identified, presumably including Key Personnel, in BAH's proposal would not actually be available to work on the Solicitation's resulting contract." <u>Id.</u>

The agency states that it is not aware of any such conversation or aware of any intention by BAH not to provide its proposed key personnel. Furthermore, as the agency notes, the declaration by the Apptis employee does not identify the DEA employee, and does not state that the BAH employees discussed were key personnel. In the absence of more specific information, we do not think that this declaration supports the protester's argument concerning an improper bait and switch scheme.

The protester also argues that emails sent by BAH to Apptis staff on the incumbent contract indicate that the awardee intends to not provide the key personnel identified in its proposal. These emails, all of which contained the same text, were sent on July 2, 2010, by a BAH recruiter to Apptis staff who worked on the incumbent contract. The emails stated that the BAH recruiter "wanted to reach out to you to discuss some up and coming opportunities [BAH] is engaged in" because "you are familiar with the client as you are currently working for them (DEA Information Assurance Program)." Supp. Protest (July 8, 2010), attachs. 1-6. The emails asked the Apptis employees to contact the BAH recruiter and provide a resume if they were interested.

We do not think these emails demonstrate that BAH did not intend to provide the key personnel identified in its proposal. The emails do not indicate that the Apptis staff are being recruited by BAH to fill key personnel positions, and do not demonstrate that the awardee was seeking to replace the key personnel identified in

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its proposal. To the extent that the protester speculates that BAH's recruiting efforts suggest an improper bait and switch scheme, such speculation provides no basis to sustain the protest. See Kellogg Brown & Root Servs., Inc., B-298694.7, June 22, 2007, 2007 CPD ¶ 124 at 8 n.6. In sum, we do not think that the record shows that BAH misrepresented the availability of its key personnel, or that the agency had any reason to question the awardee's representations regarding these individuals.

BAH's Proposed Employee Compensation

Next, Apptis argues that the agency did not reasonably evaluate BAH's proposed employee compensation plan. Specifically, the protester contends that the agency did not comply with the requirements of the clause at FAR § 52.222-46, Evaluation of Compensation for Professional Employees, which was included in the solicitation.

The recruitment and retention subfactor of the corporate capabilities evaluation factor required offerors to "demonstrate the ability to provide and retain experienced and qualified personnel in accordance with the SOW Labor Categories," and provide "[a] detailed description of the Offeror's recruiting and retention program and procedures for determining and assuring the competency of personnel to perform the required services" RFP attach. 9, ¶ 4.2. The RFP also included the clause at FAR § 52.222-46, which states that the agency will evaluate an offeror's proposed compensation plan "to assure that it reflects a sound management approach and understanding of the contract requirements," and further states that the evaluation "will include an assessment of the offeror's ability to provide uninterrupted high-quality work." FAR § 52.222-46(a). As relevant here, the clause also states that the compensation plan "will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation." Id.

Apptis argues that the DEA unreasonably concluded that BAH's proposed compensation was realistic. In particular, the protester contends that the agency's evaluation of the awardee's proposed compensation did not demonstrate that the agency had conducted realism analysis that met the requirements of FAR § 52.222-46.

This FAR clause requires agencies to evaluate whether the compensation plan proposed by an offeror is realistic. In the context of a fixed-price labor hour contract, we think that the FAR clause anticipates an evaluation of whether an awardee understands the contract requirements, and has proposed a compensation plan appropriate for those requirements—in effect, a price realism evaluation. See ENMAX Corp., B-281965, May 12, 1999, 99-1 CPD ¶ 102 at 10-11. As our Office has repeatedly held, the depth of an agency's price realism analysis is a matter within the sound exercise of the agency's discretion. Navistar Defense, LLC; BAE Sys., Tactical Vehicle Sys. LP, B-401865 et al., Dec. 14, 2009, 2009 CPD ¶ 258 at 17.

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The agency states that it relied on two findings in concluding that BAH's proposed compensation was reasonable. First, the agency concluded that BAH's proposal merited a strength under the recruitment and retention subfactor as follows:

- The Offeror provides excellent training benefits for their employees. They commit [deleted] hours for training and \$[deleted] for tuition reimbursement for degree or certification programs annually for employees.
- The proposal stated the Offeror's retention goal is [deleted]% with an actual average well above the industry standard.

AR, Tab 13, Initial Consensus Evaluation, at 8. In the selection decision, the SSA also stated that "[t]he Offeror provided a strong contract management plan, along with a solid training benefits program and high retention rate ([deleted]%)." AR, Tab 12, Selection Decision, at 15.

Second, the agency compared BAH's proposed labor rates to labor categories on the awardee's General Services Administration (GSA) Federal Supply Schedule contracts, and found that the "vast majority of BAH's proposed prices are within [deleted]% of their GSA contract prices." <u>Id.</u> at 18. The agency concluded that this analysis of labor rates demonstrated that the awardee's prices were reasonable and realistic, and also that the analysis "provides additional assurance that BAH will be able to fulfill the contract requirements and retain the personnel necessary for successful contract performance." <u>Id.</u> at 18-19.

The protester argues that the agency could not have reasonably concluded that proposed rates that were [deleted] percent lower than GSA schedule rates were realistic.³ We think that a difference in proposed rates within this range does not show that BAH's rates were <u>per se</u> too low. To the extent that the protester argues

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³ Apptis also raises various untimely challenges regarding the agency's evaluation of the proposed employee compensation. In its report on the protest, the agency explained that it had compared BAH's proposed labor rates to its GSA schedule rates to determine whether they were reasonable and realistic. Contracting Officer's Statement at 12, citing AR, Tab 12, Selection Decision, at 18. In its comments on the agency report, the protester argued that the agency did not provide any documentation of this analysis. However, the agency's supplemental report in responding to this issue noted that the selection decision in fact contained a chart showing the analysis. Supp. AR at 7, citing AR, Tab 12, Selection Decision, at 20. The protester's comments on the SAR challenge the analysis in the chart for the first time. Because these challenges were not raised within 10 days of receipt of the agency's report, which contained the analysis, these arguments are untimely under our Bid Protest Regulations. 4 C.F.R. § 21.2(a)(2) (2010).

that the agency's judgment was unreasonable, the protester's disagreement provides no basis to sustain the protest. <u>See ENMAX</u>, <u>supra</u> (concluding that agency's comparison of proposed labor rates to labor rates compiled by Bureau of Labor Statistics was adequate to satisfy realism requirements of FAR § 52.222-46). In sum, we think the record shows that the agency reasonably concluded that BAH's proposed compensation was realistic.

Selection Decision

Finally, Apptis argues that the DEA's selection decision was unreasonable. The protester contends that the SSA relied on numerical and adjectival ratings without considering the underlying merits of the offerors' proposals, and also argues that the SSA unreasonably concluded that the offerors were technically equal—thereby improperly converting the procurement into a low-price, technically acceptable award.

We think that the record shows that the agency's selection decision did not rely on the numerical and adjectival ratings, alone. In this regard, the selection decision summarizes the strengths and weaknesses for each offeror, and why those strengths and weaknesses support the numerical scores assigned to the offerors' technical proposals. AR, Tab 12, Selection Decision, at 10-16. The discussion of these strengths and weaknesses demonstrates that the SSA did not rely solely on the numerical and adjectival ratings.

The protester also contends that the record shows that the agency improperly concluded that the offerors' proposals were technically equal, citing the following statement in the selection decision: "In conclusion, it is clear that the Offerors are virtually equal in terms of Technical abilities, and Apptis does not have sufficient technical superiority to justify paying a premium of at least [deleted]% (and as high as [deleted]%) per year." <u>Id.</u> at 18. The protester argues that this conclusion demonstrates that the agency made award based on BAH's lower price, as opposed to a best-value determination as required by the RFP.

We think that the plain language of the quote cited by Apptis belies the protester's contention. In this regard, the selection decision explicitly states that Apptis's proposal was technically superior to BAH's proposal, but that this advantage does not "justify paying a premium of at least [deleted]% (and as high as [deleted]%) per year." Id. Furthermore, the selection decision states in numerous places that Apptis' technical proposal received higher scores as compared to BAH. Id. at 17-18. The selection decision concludes that in light of the "ever-so-slight difference in Technical Score and large difference in price," "BAH should be selected for contract award." Id. at 18. On this record, we find no merit to the protester's argument that

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the agency improperly concluded that the offerors were technically equal and made the selection decision solely based on price.⁴

The protest is denied.

Lynn H. Gibson Acting General Counsel

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⁴ The protester raises other collateral issues. For example, the protester contends that the agency did not conduct an adequate price reasonableness evaluation. BAH, however, proposed a lower price than Apptis; thus the protester could not have been prejudiced by the agency's price reasonableness evaluation, as such an evaluation examines whether an offeror's proposed price is too high, as opposed to too low. <u>DB Consulting Group, Inc.</u>, B-401543.2, B-401543.3, Apr. 28, 2010, 2010 CPD ¶ 109 at 8. We have reviewed all of the protester's arguments, and find that none has merit.