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United States Government Accountability Office  
Washington, DC 20548

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## Decision

**Matter of:** University of Massachusetts Donahue Institute

**File:** B-400870.3

**Date:** July 15, 2009

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Paul E. Pompeo, Esq., Kristen E. Ittig, Esq., and Caitlin K. Cloonan, Esq., Arnold & Porter LLP, for the protester.

Jonathan J. Frankel, Esq., Jay P. Urwitz, Esq., and Kelly Thompson Cochran, Esq., Wilmer Cutler Pickering Hale & Dorr LLP, for the intervenor.

Charles B. Wallace, Esq., and Sherry Kinlan Kaswell, Esq., Department of the Interior, for the agency.

Glenn G. Wolcott, Esq., and Ralph O. White, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Post-award protest challenging agency's elimination of proposal for region-wide consortium approach that was filed more than 3 months after protester received notice of the proposal's elimination is not timely where protester received all of the information on which the protest is based at the time the proposal was eliminated; exception to timeliness rules based on receipt of a debriefing is inapplicable where protester chose to delay debriefing regarding the eliminated proposal until after award.

2. Selection of higher-rated, higher-priced proposals is unobjectionable where the agency reasonably determined that various aspects of awardee's proposals, that established their technical superiority, outweighed the protester's price advantages.

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### DECISION

University of Massachusetts Donahue Institute (UMDI), of Hadley, Massachusetts, protests the actions of the U.S. Department of the Interior, National Business Center Acquisition Services Directorate (AQD), in connection with four contracts awarded to Education Development Center, Inc. (EDC), of Newton, Massachusetts, on behalf of the U.S. Department of Health and Human Services (HHS), to provide training and technical assistance services for HHS grantees in the states of Massachusetts, Connecticut, Rhode Island and Maine pursuant to request for proposals (RFP) No. 1406-04-08-RP-20771. UMDI asserts that the agency improperly rejected one of

UMDI's proposals and otherwise failed to properly apply the provisions of the solicitation.

We dismiss the protest in part and deny it in part.

## BACKGROUND

In 1964, legislation was enacted authorizing a preschool program which subsequently became known as "Head Start".<sup>1</sup> In December 2007, the Improving Head Start for School Readiness Act of 2007 (IHSSRA), Pub. L. 110-134, 121 Stat. 1363 (Dec. 12, 2007), was enacted which, among other things, mandates the establishment of a contractor-based training and technical assistance (T&TA) system to support Head Start grantees. Specifically, under the heading, "State-based training and technical assistance system," the IHSSRA states:

For the purposes of delivering a State-based training and technical assistance system . . . that will meet the needs of [Head Start] grantees . . . the Secretary [of HHS] shall—

(1) enter into contracts in each State with 1 or more entities that have a demonstrated expertise in supporting the delivery of high-quality early childhood education and development programs, except that contracts for a consortium of 2 or more States within a geographic region may be entered into if such system is more appropriate to better meet the needs of local grantees within a region, as determined by such grantees.

42 U.S.C.A. § 9843(e) (West Supp. 2009).

Tasked by the IHSSRA with this acquisition program, HHS engaged AQD to perform the required acquisition services.<sup>2</sup>

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<sup>1</sup> "Head Start" is a national program that provides comprehensive child development services primarily to low-income children and their families. The overall goal of Head Start is to promote the school readiness of these children by enhancing their cognitive, social, and emotional development. RFP, attach. J, Statement of Objectives, at 3. The Head Start program is operated by HHS's Administration for Children and Families, Office of Head Start (OHS). 42 U.S.C. §§ 9831-58 (2006).

<sup>2</sup> AQD is "a line of business within [the Department of the Interior] that provides comprehensive acquisition services to federal agencies under the authority of the Government Management Reform Act of 1994." Agency Report, May 8, 2009, at 2.

In June 2008, AQD released the RFP at issue, seeking proposals to provide labor and other resources necessary to establish and maintain T&TA offices for Head Start grantees within Region I--that is, within the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.<sup>3</sup> Consistent with the statutory provisions quoted above, the solicitation permitted offerors to submit proposals for individual states separately and/or to submit "consortium" proposals for two or more states; offerors were advised that "[a]ward will be made on a best value basis by the Government whether that means on a State-by-State basis or by Consortium(s)."<sup>4</sup> RFP § M.1(7).

The solicitation established the following evaluation factors: management and technical approach;<sup>5</sup> personnel qualifications;<sup>6</sup> organizational experience and capacity;<sup>7</sup> past performance;<sup>8</sup> and price.<sup>9</sup> Offerors were advised that the non-price

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<sup>3</sup> The solicitation divided the country into 10 regions, with each region comprised of various states, and simultaneously sought proposals to provide T&TA services for each region. UMDI's protest challenges only the acquisition activities in Region I.

<sup>4</sup> The solicitation further provided that "[c]onsortium proposals will not be separated to make partial awards as a consortium will be viewed as an entire solution." RFP § M.2.

<sup>5</sup> With regard to evaluation of management and technical approach, offerors were advised that the agency would assess an offeror's understanding of the work, along with the quality and effectiveness of personnel and resource allocation. RFP § M.3(a)(2)(A).

<sup>6</sup> With regard to evaluation of personnel qualifications, offerors were advised that the agency would consider the qualifications, currency, quality, and depth of relevant experience of the proposed personnel. RFP § M.3(a)(2)(B).

<sup>7</sup> With regard to evaluation of organizational experience and capacity, offerors were advised the agency would consider the knowledge, experience, resources, and current capabilities of the offeror, including evidence of supporting subcontractors, consultants, and business partners. RFP § M.3(a)(2)(C).

<sup>8</sup> With regard to evaluation of past performance, offerors were advised the agency would assess the risk associated with a proposal based on how the offeror and/or its subcontractors have performed on similar contracts, considering quality of service, timeliness of performance, customer satisfaction, and ability to improve performance. RFP § M.3(a)(2)(D).

<sup>9</sup> With regard to evaluation of price, offerors were advised the agency would add the total price for all options to the total price for the basic requirement, and would consider the hourly rates for the proposed labor categories to determine whether the

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evaluation factors were equal in value, and that price was the least important factor. RFP § M.3(a)(2). The solicitation provided that the importance of price would increase “with the degree of equality of the proposals in relation to [the non-price factors]” and that where proposals are evaluated as technically equal, “price will become a major consideration.” Id.

With regard to the source selection procedures applicable to consortium proposals, the solicitation stated:

If, following the best value evaluation . . . it appears that a consortium approach is the best solution, then the Government will contact a number of grantees deemed appropriate by the Government to obtain their determination that such an approach is more appropriate to meet the needs of the local grantees within the consortium. The grantees’ determination is required for any proposed consortium solution in accordance with “Improving Head Start for School Readiness Act of 2007.”

RFP § M.2(1)(h)

On or before the July 30, 2008 closing date, proposals for the Region I procurement were submitted by four offerors, including UMDI and EDC.<sup>10</sup> Specifically, EDC submitted six separate proposals, one proposal for each of the Region I states. UMDI similarly submitted separate proposals for each state; additionally, UMDI submitted a six-state consortium proposal, seeking award for the entire region, and a two-state consortium proposal for the states of Vermont and New Hampshire.

The agency subsequently evaluated the proposals, applying adjectival ratings of “Excellent,” “Very Good,” “Satisfactory,” “Poor,” and “Unacceptable” under each evaluation factor, and similarly assigning an “overall technical rating” to each proposal.<sup>11</sup> The overall technical ratings and evaluated prices of EDC’s and UMDI’s

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proposed price was realistic, complete and reasonable in relation to the solicitation requirements. RFP § M.3(a)(2)(E).

<sup>10</sup> The other offerors’ proposals are not relevant to resolution of UMDI’s protest and are not further discussed.

<sup>11</sup> An “Excellent” rating was defined as applicable where a proposal “contains no deficiencies or weaknesses.” A “Very Good” rating was applied to a proposal that “contains no deficiencies and only a few minor weaknesses.” A “Satisfactory” rating was applied to a proposal that “contains no deficiencies and some weaknesses.” A “Poor” rating was applied to a proposal that “contains deficiencies and/or significant  
(continued...)

individual state proposals for the four contracts at issue, along with the rating and price for UMDI's six-state consortium proposal, were as follows:

	<b>EDC</b>	<b>UMDI</b>
<b>Massachusetts</b>		
--Overall Technical Rating	Excellent	Very Good
--Evaluated Price	\$3,903,842	\$3,642,606
<b>Connecticut</b>		
--Overall Technical Rating	Excellent	Very Good
--Evaluated Price	\$3,069,044	\$2,381,258
<b>Rhode Island</b>		
--Overall Technical Rating	Excellent	Very Good
--Price	\$2,428,495	\$1,961,525
<b>Maine</b>		
--Overall Technical Rating	Very Good	Very Good
--Evaluated Price	\$2,449,859	\$1,978,601
<b>Six-State Consortium</b>		
--Overall Technical Rating		Very Good
--Evaluated Price		\$13,891,629

AR at 15-18; AR, Tab 17, at 24.

Based on this evaluation, the agency initially concluded that UMDI's six-state consortium proposal represented the best value to the government. AR at 3. Consistent with the statutory requirement that a consortium award required the approval of the local grantees, the agency prepared ballots to be sent to the authorized representatives of all Region 1 grantees,<sup>12</sup> requesting a "yes" or "no" vote in connection with UMDI's six-state consortium proposal.

To assist the grantees in their determination--yet, avoid the unauthorized disclosure of proprietary proposal information before completion of the source selection process--the agency requested that UMDI prepare a 3-page "Executive Summary" of its consortium proposal,<sup>13</sup> advising UMDI that:

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weaknesses." An "Unacceptable" rating was applied to a proposal that "has many deficiencies and/or gross omissions." Agency Report (AR), Tab 4, at 8.

<sup>12</sup> The agency states that there were 77 grantees in Region I.

<sup>13</sup> In connection with this request, the agency advised UMDI that, "[t]he Government wants to provide enough information to the grantees to be able to make informed decisions on the consortium proposal," Agency Report, Tab 14, E-mail from Contracting Officer to UMDI Executive Director, Nov. 3, 2008.

This “Executive Summary” should be an abstract of your Technical Proposal, including your Performance Work Statement. In particular, it needs to be a broad overview of how your Consortium approach fits the needs of the requirement. It must not contain any changes from your original proposal and must not contain any proprietary or identifying information (i.e. vendor name, dollar amount, resumes, etc.).<sup>[14]</sup>

Protest, exh. D, Letter from AQD to UMDI, Oct. 27, 2008.

In response, UMDI prepared the requested summary which, in effect, advocated for the grantees’ approval.<sup>15</sup> Thereafter, the agency sent the ballots, and UMDI’s summary, to the authorized representatives of each Region 1 grantee,<sup>16</sup> stating:

Based on your review of the Executive Summary, in your opinion, would a consortium providing training and technical assistance between Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont be an appropriate solution?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your response is “no,” please provide the rationale behind your “no” decision:

1. Is it the overall consortium concept? Yes\_\_\_\_\_ No \_\_\_\_\_
2. If “no,” then please explain the rationale behind your decision. We need the rationale to identify specific area(s) of concern (i.e. page number, paragraph number, sentence number, concern...).

Protest, exh. E.

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<sup>14</sup> In the December 10 letter, the contracting officer also asked UMDI not to contact the grantees during the balloting process.

<sup>15</sup> The UMDI-prepared summary consists of various assertions and representations regarding potential benefits of the proposed consortium approach. For example, UMDI’s summary represented that [deleted]. AR, Tab 15, at 1, 2.

<sup>16</sup> The agency states that the ballots were directed to, and that the agency considered only responses from, a grantee’s “Approving Official” or “Board Chair,” since only those individuals are authorized to bind a grantee.

Thereafter, the agency received responses from the authorized representatives of 27 Region I grantees.<sup>17</sup> Seventeen of the authorized respondents voted against the consortium; ten voted in favor of the consortium.<sup>18</sup> A majority of the respondents voting against the consortium indicated that they opposed the overall consortium concept and/or expressed concern that their unique needs would not be met by such an approach.<sup>19</sup>

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<sup>17</sup> In addition to the 27 responses from grantees' authorized representatives, the agency received 2 responses from individuals other than authorized representatives; those responses were not considered.

<sup>18</sup> The results, by state, were as follows:

	Yes	No
<b>Connecticut</b>	0	5
<b>Massachusetts</b>	3	2
<b>Maine</b>	1	5
<b>New Hampshire</b>	0	4
<b>Rhode Island</b>	1	1
<b>Vermont</b>	5	0
<b>Total</b>	10	17

AR, Tab 16; Contracting Officer's Memorandum, May 8, 2009, at 5.

<sup>19</sup> For example, a respondent from Rhode Island stated: "[The grantee] is not in favor of a consortium approach because we do not feel we will get the highest level of services via this method. . . . We feel a single state approach will be more responsive to our unique needs, and that we will be less likely to be lost among the 100 or so grantees in the region." AR, Tab 16. Similarly, a respondent in Maine stated: "We prefer individualized state attention because our training and higher ed[ucation] needs in Maine are different than those in other states. We feel that a state-wide approach would focus more directly on our specific needs and potential opportunities." *Id.* A respondent in New Hampshire stated: "We are concerned with a region-wide 'One size fits all' model, and would prefer a model better suited to the sub-regional, (i.e. New Hampshire/Vermont) and state-wide differences and special needs." *Id.* A majority of respondents in Connecticut checked the space on the ballot indicating that they were opposed to the "overall consortium concept." *Id.*

Since grantee approval of a proposed consortium was required by both the IHSSRA and the terms of the solicitation, the agency determined that award could not be made to UMDI on the basis of its six-state consortium proposal. Accordingly, by letter dated December 10, 2008, AQD notified UMDI that its six-state consortium proposal had been eliminated from the competition, stating:

This letter shall serve as an Elimination from the Competition Pre-award Notification to the University of Massachusetts Donahue Institute concerning only the six-state consortium as submitted in the proposal dated July 30, 2008. . . . This notification is required to be sent to offerors when their proposal has been eliminated from the competition in accordance with the Federal Acquisition Regulation Subpart 15.503, Notification to Unsuccessful Offerors. . . .

. . . [E]limination of the six-state consortium proposal from the competition was based on the responses received from representatives of the grantees for the Office of Head Start within Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont. The majority of the grantees' representatives determined that the six-state consortium approach as proposed by the University of Massachusetts Donahue Institute would not be an appropriate solution to meet their needs.

Protest, exh. F.

By e-mail dated December 11, UMDI's Executive Director responded, stating:

We are in receipt of your letter of December 10, 2008, regarding the elimination of our 6-state Consortium proposal. . . .

Attached is a set of questions we are officially submitting in regard to this process.

We would appreciate your responses as soon as possible. Please provide us with a sense of when you will be able to provide us with those responses.

AR, Tab 14.

By e-mail dated December 12, the agency advised UMDI as follows:

The Government is viewing your questions as a preaward debriefing. Please refer to FAR 15.505 Preaward Debriefing of Offerors and 15.506 Postaward Debriefing of Offerors. Offerors are entitled to no more than one debriefing for each proposal. Therefore, we request that you



reply back in writing whether you want to request a preaward or should we consider your questions as a request for a postaward debriefing.

Id.

By e-mail dated December 17, UMDI advised the agency that, “we have decided to wait [for the debriefing] until there is an award(s) for Region 1,” elaborating in another e-mail sent later that day that, “[o]nce the competition is completed we will request a post-award debriefing for the six state consortium proposal.” Id.

On February 27, 2009, the agency awarded individual contracts to EDC for the states of Massachusetts, Connecticut, Rhode Island and Maine.<sup>20</sup> UMDI subsequently sought a debriefing, which the agency provided on April 2. This protest was filed on April 7.

## DISCUSSION

UMDI protests the agency’s elimination of UMDI’s six-state consortium proposal from the competition. Additionally, UMDI protests the agency’s evaluation and source selection decisions with regard to the individual state proposals for Massachusetts, Connecticut, Rhode Island, and Maine that were submitted by EDC and UMDI.<sup>21</sup>

As discussed below, the portion of UMDI’s protest challenging elimination of UMDI’s consortium proposal is dismissed. The portion of UMDI’s protest challenging the agency’s source selection decisions in connection with the award of four separate state contracts to EDC is denied.

### Elimination of UMDI’s Consortium Proposal

In challenging the agency’s elimination of the six-state consortium proposal, UMDI first argues that, in obtaining the statutorily required input from the grantees, the agency improperly permitted the grantees to assess UMDI’s particular proposed approach and, therefore, the “agency evaluators improperly abdicated their

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<sup>20</sup> On that date, following approval by the grantees in Vermont and New Hampshire, the agency also awarded a contract to UMDI for those states based on its two-state consortium proposal.

<sup>21</sup> UMDI also initially protested the agency’s request that UMDI not contact the grantees during the balloting process, but subsequently withdrew that portion of the protest.

evaluation decision to the grantees.” Protest at 11. More specifically, UMDI complains:

The questionnaire sent to the grantees should have *only* permitted grantees to approve, or reject the consortium approach, and *not* authorize grantees to approve or reject a *particular* offeror’s proposal.

Protest at 14. (Emphasis in original.)

Following receipt of the agency report (which, as discussed above, disclosed that a majority of the responding grantees had, in fact, rejected the consortium concept rather than made assessments regarding UMDI’s particular proposal), UMDI shifted its arguments, complaining that rejection of the consortium proposal was improper because the agency failed to provide the grantees with sufficient information to do precisely what UMDI had initially asserted was improper—that is, to make assessments regarding the merits of UMDI’s particular proposal. Among other things, in its comments and supplemental protest following receipt of the agency report, UMDI references the “Very Good” technical rating its consortium proposal received, and asserts that the agency should have provided the evaluation ratings to the grantees in order to provide “insight into the Agency’s final evaluation results.” Protester’s Comments on Agency Report and Supplemental Protest, May 18, 2009, at 34-35.

Although UMDI’s arguments challenging the agency actions pursuant to elimination of the consortium proposal appear facially unpersuasive, we need not definitively resolve those matters, since the issues are not timely raised.

This Office’s bid protest timeliness rules provide that protests, other than those based on alleged solicitation improprieties, shall be filed not later than 10 days after the basis of the protest is known or should have been known. 4 C.F.R. §21.2(a)(2) (2009). Although an exception to this rule exists with regard to protests challenging a procurement “under which a debriefing is requested and, when requested, is required,” *id.*, this exception is inapplicable where a protester’s proposal is eliminated from a competition prior to award, and the protester chooses to delay receipt of a debriefing regarding that elimination until after award. See 41 U.S.C. § 253b(f) (2006); Federal Acquisition Regulation (FAR) §15.505(a)(2); United Int’l Investigative Servs., Inc., B-286327, Oct. 25, 2000, 2000 CPD ¶ 173 at 2-4.

Here, as discussed above, UMDI was clearly on notice that the agency was required to obtain approval from the grantees prior to awarding a consortium contract. Additionally, upon receipt of the agency’s request that UMDI prepare a proposal summary, and being advised that the agency “wants to provide enough information to the grantees to be able to make informed decisions on the consortium proposal,” there can be no reasonable dispute that UMDI knew or should have known that the summary would be provided to the grantees for their use in determining whether to

approve a region-wide award to UMDI. Finally, by letter dated December 10, 2008, the agency unambiguously advised UMDI that its proposal had been eliminated from the competition, stating that, “elimination of the six-state consortium proposal from the competition was based on the responses received from the representatives of the grantees.” Protest, Exh. F. Thereafter, UMDI chose to delay receipt of a debriefing until after award, and did not file this protest with our Office until April 7, five days after the post-award debriefing.<sup>22</sup>

Here, more than 3 months prior to the time UMDI protested the agency’s elimination of its six-state consortium proposal, UMDI clearly knew, or should have known, all of the information on which that portion of its protest is based. Since UMDI expressly chose to delay receipt of a debriefing regarding elimination of that proposal until after award, the exception to our timeliness rules based on receipt of a required debriefing is inapplicable. See 41 U.S.C. § 253b(f); FAR §15.505(a)(2); United Int’l Investigative Servs., Inc., *supra*. Accordingly, UMDI’s protest challenging the agency’s elimination of the six-state consortium proposal from the competition is not timely filed; that portion of the protest is dismissed.

#### Contracts Awarded on Individual State Proposals

UMDI also challenges the agency’s source selection decisions leading to award of contracts to EDC for the states of Massachusetts, Connecticut, Rhode Island, and Maine. UMDI notes that each of its individual state proposals offered a lower price than the competing proposals offered by EDC, and asserts that the agency failed to perform an adequate or reasonable price/technical tradeoff analysis in selecting EDU’s higher-priced proposals for award. More specifically, UMDI maintains that its price advantage should have been given greater weight, and should have resulted in contract awards to UMDI.

The agency responds that EDC’s proposals for each of the four states were technically superior to UMDI’s respective proposals, and that, although EDC’s proposals reflected higher prices, the agency properly considered both offerors’ prices, along with the proposals’ relative technical merits, and reasonably concluded in each case that the technical superiority of EDC’s proposal outweighed its higher price.

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<sup>22</sup> UMDI notes that on March 9, following notice of the agency’s award, but prior to the postaward debriefing, it filed a protest raising various issues, including both the untimely issues discussed above, as well as challenges to the agency’s contract awards to EDC on the basis of the individual state proposals. Consistent with our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2), that protest was dismissed without prejudice to permit the agency to provide UMDI a postaward debriefing. For the same reasons discussed above, the portion of UMDI’s March 9 protest that challenged elimination of the consortium proposal was untimely.

In reviewing protests of allegedly flawed “best value” determinations, our Office will examine the record to determine whether the agency’s judgments were reasonable and consistent with the solicitation’s stated evaluation criteria and applicable procurement laws. See, e.g., Abt Assocs. Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. Where, as here, a solicitation provides that technical factors are more important than price, source selection officials have broad discretion in determining whether one proposal’s technical superiority is worth its higher price. In this regard, a protester’s mere disagreement with the agency’s judgments provides no basis to question the reasonableness of those judgments, and we will not disturb awards based on higher-rated, higher-priced proposals, so long as the agency’s decision is reasonable, consistent with the solicitation’s stated criteria, and adequately documented. See, e.g., Structural Preservation Sys., Inc., B-285085, July 14, 2000, 2000 CPD ¶ 131 at 7; Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11; Joppa Maint. Co., Inc., B-281579; B-281579.2, Mar. 2, 1999, 2000 CPD ¶ 2 at 7. Further, in the context of price/technical tradeoffs, offerors should not attach unwarranted significance to an agency’s application of adjectival ratings, since such ratings are merely guides to intelligent decisionmaking, and the actual qualitative differences between proposals, as reflected in the agency’s supporting documentation, are considerably more significant in determining whether an agency’s source selection decisions were reasonable; that is, the essence of an evaluation is reflected in the evaluation record itself, not the adjectival ratings. See, e.g., Stateside Assocs., Inc., B-400670.2, B-400670.3, May 28, 2009, 2009 CPD ¶ 120 at 8-9; Chapman Law Firm, LPA, B-293105.6 et al., Nov. 15, 2004, 2004 CPD ¶ 233 at 5.

Here, as discussed in more detail below, our review of the agency’s comprehensive evaluation record<sup>23</sup> provides no basis to question the agency’s judgments and conclusions regarding the technical superiority of EDC’s proposals and the agency’s determination in each instance that such superiority warranted EDC’s higher price.

#### Award of Massachusetts Contract

As noted above, with regard to the individual state proposals for Massachusetts, EDC’s proposal received an overall technical rating of “Excellent,” with an evaluated

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<sup>23</sup> In making its source selection decision for each contract, the agency contemporaneously prepared, and has produced in response to UMDI’s protest, comprehensive “award summary” documents, each in excess of 50 pages, summarizing the evaluated strengths and weaknesses of each proposal, as reflected in underlying individual evaluators’ worksheets, which the agency also produced. Among other things, the award summaries document the agency’s consideration of each offeror’s proposed price, along with the various agency analyses, assessments, and conclusions regarding the reasonableness and realism of those prices.

price of \$3,903,842, while UMDI’s proposal received an overall technical rating of “Very Good,” with an evaluated price of \$3,642,606.

The offerors’ respective ratings under each of the technical evaluation factors were as follows:

	<b>EDC</b>	<b>UMDI</b>
<b>Mgmt./Tech. Approach</b>	Excellent	Very Good
<b>Personnel Qualifications</b>	Very Good	Satisfactory
<b>Organizational Experience/Capacity</b>	Excellent	Excellent
<b>Past Performance</b>	Excellent	Very Good

AR, Tab 17, Award Summary for Massachusetts, at 13-14, 16-17.

In evaluating EDC’s proposal for Massachusetts, the agency found no weaknesses under any evaluation factor, and identified multiple strengths. For example, with regard to management and technical approach, the evaluation record states: [deleted]; [deleted]; and [deleted]. Id. at 13. With regard to personnel qualifications, the record states: [deleted]. Id. at 14.

In evaluating UMDI’s proposal, the agency identified certain strengths, but also identified weaknesses applicable to every technical evaluation factor. For example, with regard to management and technical approach, the contemporaneous documentation states: [deleted]. Id. at 16. With regard to personnel qualifications, the evaluation record states: [deleted], and [deleted]. Id. With regard to organizational experience and capacity, the record states [deleted]. Id. at 17. Finally, with regard to past performance, the evaluation record states: [deleted]. Id.

Regarding proposed prices, the evaluation record reflects the agency’s consideration of each offeror’s proposed labor rates, the total number of labor hours on which each price is based, and the amount of travel costs each proposed price reflects. Id. at 48. The evaluation record further states that “[EDC’s [p]rices [deleted],” and, conversely, that “[UMDI’s] [deleted].” Id. at 49.

In selecting EDC’s proposal for award in Massachusetts, the agency’s award document acknowledges EDC’s higher price, but concludes, among other things, that:

EDC’s approach would be the best value to the government because it has a lower cost, schedule, and performance risk, while . . . [UMDI’s] approach would be more risk[y]. . . . The Government is more confident in EDC’s approach to meet performance requirements on schedule and within budget than . . . [UMDI’s] approach.

Id. at 51.

## Award of Connecticut Contract

As noted above, with regard to the individual proposals for Connecticut, EDC's proposal received an overall technical rating of "Excellent," with an evaluated price of \$3,069,044, while UMDI's proposal received an overall technical rating of "Very Good," with an evaluated price of \$2,381,258.

The offerors' respective ratings under each of the technical evaluation factors were as follows:

	<b>EDC</b>	<b>UMDI</b>
<b>Mgmt./Tech. Approach</b>	Excellent	Very Good
<b>Personnel Qualifications</b>	Excellent	Excellent
<b>Organizational Experience/Capacity</b>	Excellent	Very Good
<b>Past Performance</b>	Very Good	Very Good

AR, Tab 18, Award Summary for Connecticut, at 13-15, 17-18.

In evaluating EDC's proposal, the agency evaluators identified and documented various strengths.<sup>24</sup> For example, with regard to management and technical approach, the evaluation record states: [deleted]. Id. at 13-14. Similarly, with regard to personnel qualifications, the record states: [deleted]; [deleted]; and [deleted]. Id. at 14.

In evaluating UMDI's proposal, the agency identified certain strengths, but also identified various weaknesses. For example, with regard to management and technical approach, the evaluation record states: [deleted]. Similarly, with regard to organizational experience and capacity, the agency noted [deleted]. Under the heading "Summary," the evaluation record concludes: [deleted]. Id.

With regard to the offerors' proposed prices for Connecticut, the agency's evaluation record reflects its consideration of each offeror's proposed labor rates, the total number of labor hours on which each price is based, and the amount of travel costs each proposed price reflects. Id. at 50-51. In this regard, the record notes that "[UMDI's] [deleted]," and that "EDC's price proposal [deleted]," elaborating that [deleted]. Id. at 52. The record then presents a table comparing the labor rates and

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<sup>24</sup> The evaluation also concluded that EDC's proposal contained no weaknesses under any evaluation factor except past performance, where the record states [deleted]. Id. at 15.

corresponding qualifications of various personnel proposed by EDC and UMDI, thereafter concluding: [deleted]. Id. at 53.

In selecting EDC's proposal for award in Connecticut, the agency concluded, among other things, that:

EDC provided a technical approach that creates the least risk to the government and the best support of the requirement. EDC's technical approach providing Head Start Training and Technical Assistance in the state of Connecticut has been determined to be technically superior, and of higher quality than the approach[] proposed by . . . [UMDI].

Id. at 55.

#### Award of Rhode Island Contract

As noted above, with regard to the individual proposals for Rhode Island, EDC's proposal received an overall technical rating of "Excellent," with an evaluated price of \$2,428,495, while UMDI's proposal received an overall technical rating of "Very Good," with an evaluated price of \$1,961,525.

The offerors' respective ratings under each of the technical evaluation factors were as follows:

	<b>EDC</b>	<b>UMDI</b>
<b>Mgmt./Tech. Approach</b>	Excellent	Very Good
<b>Personnel Qualifications</b>	Excellent	Very Good
<b>Organizational Experience/Capacity</b>	Excellent	Excellent
<b>Past Performance</b>	Very Good	Very Good

AR, Tab 19, Award Summary for Rhode Island, at 13-15, 20-21.

In evaluating EDC's proposal for Rhode Island, the agency identified various strengths.<sup>25</sup> For example, with regard to management and technical approach, the evaluation record states: [deleted]. Id. at 14. Similarly, with regard to personnel qualifications, the record states, [deleted]. Id.

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<sup>25</sup> The evaluation record also reflects one minor weakness with regard to management and technical approach, and a weakness under past performance in that the proposal [deleted]. Id. at 15.

In evaluating UMDI's proposal for Rhode Island, the agency identified various strengths, but also multiple weaknesses. For example, with regard to management and technical approach, the record states, among other things, that: [deleted]. Id. at 20.

With regard to proposed prices for Rhode Island, the agency's evaluation record reflects consideration of each offeror's proposed labor rates, the total number of labor hours on which each price is based, and the amount of travel costs. Id. at 53-54. Among other things, the record states: [deleted]. Id. at 56.

In selecting EDC's proposal for award, the evaluation record concluded that EDC's proposal offered the best value to the government based, in part, on the following:

[UMDI's] proposal did not [deleted]. Therefore, the proposal evaluation team was not confident that [deleted]. In addition, the [deleted] is a level of risk for [deleted]. Overall, the price [deleted].

Id. at 55.

#### Award of Maine Contract

As noted above, with regard to the individual proposals for Maine, EDC's proposal received an overall technical rating of "Very Good," with an evaluated price of \$2,449,859, while UMDI's proposal also received a technical rating of "Very Good," with an evaluated price of \$1,978,601.

Despite the similarity of the offerors' overall technical ratings, the underlying factor ratings differed as follows:

	<b>EDC</b>	<b>UMDI</b>
<b>Mgmt./Tech. Approach</b>	Very Good	Very Good
<b>Personnel Qualifications</b>	Excellent	Very Good
<b>Organizational Experience/Capacity</b>	Excellent	Very Good
<b>Past Performance</b>	Very Good	Very Good

AR, Tab 20, Award Summary for Maine, at 13-15, 16-20.

In evaluating EDC's proposal for Maine, the agency concluded that it reflected various strengths.<sup>26</sup> For example, with regard to personnel qualifications, the record states, [deleted], further noting that [deleted], and the proposed

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<sup>26</sup> The evaluation record also reflects evaluated weaknesses with regard to technical and management approach and past performance.



[deleted]. Id. at 14. With regard to organizational experience and capacity, the record states: [deleted]. Id. at 14-15.

Under the heading “Summary,” the evaluation record regarding EDC’s proposal states: [deleted]. Id. at 15.

In evaluating UMDI’s proposal for Maine, the agency acknowledged various strengths, but also identified multiple weaknesses. For example, with regard to management and technical approach, the agency stated: [deleted]. Id. at 17.

With regard to personnel qualifications, the agency [deleted]. Id. at 18.

With regard to organizational experience and capacity, the evaluation record states, [deleted]. Based on the various weaknesses identified in UMDI’s proposal, the evaluation record states: “the risk to the government is considered moderate to high.” Id. at 18, 20.

With regard to proposed prices for Maine, the agency’s evaluation record reflects its consideration of each offeror’s proposed labor rates, the total number of labor hours on which each price is based, and the amount of travel costs each proposed price reflects. Id. at 52-55. Under the heading “Price Analysis Summary,” the record states:

It was determined that EDC had the highest [deleted]. However, EDC [deleted].

[I]t was concluded that the difference between the highest offeror (EDC) and the lowest offeror [UMDI] was a differen[ce] of \$560k over a period of 5 years, approximately \$112k per year. This difference is explained by [deleted].

Id. at 55-56.

In explaining the basis for concluding that [deleted], the agency stated, among other things, that [deleted]. Id. at 56.

In selecting EDC’s proposal for award in Maine, the record states:

EDC provided a technical approach that creates the least risk to the government and the best support of the requirement. EDC’s technical approach providing Head Start Training and Technical Assistance in

the state of Maine has been determined to be technically superior, and of higher quality than the approach[] proposed by [UMDI] . . .

EDC has proposed [deleted].

Id. at 58.

Based on the agency's comprehensive evaluation record, discussed above, we find no merit in UMDI's assertions that the agency failed to adequately consider UMDI's lower prices in selecting EDC's proposals for the four protested contract awards.<sup>27</sup> To the contrary, the agency record clearly establishes that the agency specifically considered the price differences between the proposals, performed various analyses regarding the basis for those differences and, in the context of EDC's technically superior proposals, reasonably concluded that various aspects of that technical superiority outweighed the higher prices.

The protest is dismissed in part and denied in part.<sup>28</sup>

Acting General Counsel  
Daniel I. Gordon

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<sup>27</sup> Because UMDI's and EDC's proposals for the state of Maine both received overall technical ratings of "Very Good," UMDI's asserts that the proposals were "technically equal" and, therefore, award to UMDI was mandated on the basis of its lower price. To the extent UMDI's protest is based on this assertion, the record is to the contrary. As discussed above, notwithstanding the overall technical ratings, the agency clearly considered EDC's proposal to be technically superior, adequately documenting the bases for that conclusion. In short, our review of the record provides no basis to question the reasonableness of the agency's conclusions that EDC's proposals were technically superior to UMDI's in each of the four states, including Maine.

<sup>28</sup> In its various protest submissions, UMDI has presented additional arguments to, or variations of, the arguments discussed above. We have considered all of UMDI's arguments and find no basis to sustain the protest.