



United States Government Accountability Office  
Washington, DC 20548

## Decision

**Matter of:** Sevatec, Inc.; InfoReliance Corporation; Enterprise Information Services, Inc.; Buchanan & Edwards, Inc.

**File:** B-413559.3; B-413559.4; B-413559.6; B-413559.7

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### DIGEST

1. Protest that use of a “highest technically rated offerors with a fair and reasonable price” evaluation scheme is impermissible for failing to properly consider price is denied; the Federal Acquisition Regulation permits agencies to use any one or a combination of source selection approaches to obtain the best value.
2. Protest that agency is improperly assigning points to small businesses under the solicitation’s evaluation scheme is denied where the protesters have not shown that the agency’s allocation of points is unreasonable, or otherwise alleged that the agency is engaging in improper disparate treatment.
3. Protest that agency is making an insufficient number of awards to ensure adequate competition at the task order level is denied where record shows that the agency intends to award approximately 60 contracts, and has taken other steps to encourage competition at the task order level.

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### DECISION

Sevatec, Inc., of Fairfax, Virginia; InfoReliance Corporation, of Fairfax, Virginia; Enterprise Information Services, Inc. (EIS), of Vienna, Virginia; and Buchanan & Edwards, Inc. (B&E), of Arlington, Virginia, protest the terms of request for proposals (RFP) No. QTA0016JCA0003, issued by the General Services

Administration (GSA), for the award of up to 60 contracts supporting the agency's Alliant 2 program. The protesters argue that the RFP's evaluation scheme is improper, that the agency is unreasonably assigning certain points to small businesses, and that limiting the number of awardees to 60 will not result in competition at the task order level.

We deny the protests.

## BACKGROUND

The Alliant 2 procurement was designed by GSA to establish multiple-award indefinite-delivery, indefinite-quantity contracts, under which fixed-price, cost-reimbursement, time-and-materials, and labor-hour task orders could be issued for a broad range of information technology services. RFP at 8-16. The RFP provides for a 5-year base period and one 5-year option period, with a total ceiling value for all task orders of \$50 billion. Id. at 54, 3. The Alliant 2 procurement follows the first Alliant (Alliant 1) government-wide acquisition contract (GWAC), which was awarded in 2007. GSA conducted lengthy acquisition planning and market research to determine how to structure the procurement. See Contracting Officer's (CO) Statement at 1-4. Following its market research, GSA issued two solicitations for Alliant 2 "Master" contracts: the RFP here, which was unrestricted, and RFP No. QTA0016GBA0002, which was set aside for small businesses. The protesters challenge the terms of the unrestricted RFP.

The RFP provides that the agency will select approximately 60 awardees using a "highest technically rated [ ] with a fair and reasonable price" evaluation scheme.<sup>1</sup> RFP at 250. Under this source selection process, offerors are to assign themselves points in the following categories: relevant experience; past performance; systems, certifications, and clearances; and organizational risk assessment. Id. at 260-261. The RFP provides a total of 83,100 possible points under these categories, and further provides a detailed explanation of the point scheme, including the elements that make up the categories and explanations as to what documents are to be provided to support an offeror's scores. Id. at 185-264.

Under the RFP's point-based evaluation, the agency established a point scheme that "maximizes objectivity." Memorandum of Law (MOL) (November 2, 2016) at 1. For example, approximately half of the total available points relate to an offeror's experience in information technology (IT). Id. at 260-261. Offerors are to submit evidence of relevant contractual experience in established IT-related categories, and experience in "leading-edge" IT-related categories. Id. The agency's point

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<sup>1</sup> The RFP states that "[t]he source selection process on the Alliant 2 Unrestricted Master Contract will neither be based on the Lowest Priced Technically Acceptable (LPTA) nor Tradeoffs." RFP at 250.

scoring system provides that, if an offeror has met the requirement and provided supporting documentation, then an offeror is awarded all points under that element or sub-element. Id. at 261-262.

As relevant to these protests, the RFP provides 7,500 possible points under the organizational risk assessment (ORA) category. According to the RFP, these points are “only available for demonstrating that the offeror has previously performed in the proposed business arrangement.” Id. at 259. The RFP provides a detailed explanation as to which offerors are entitled to the 7,500 points. Id. at 248-249, 259-260. With regard to small business offerors, a small business may be awarded the 7,500 points if it is proposing by itself, and it also has prior experience. Id. A small business may also be awarded the points if it is proposing as a joint venture (or partnership), and the joint venture (or partnership) itself has prior experience. Id. Finally, a small business may also be awarded the 7,500 points if it is proposing a prime-subcontractor teaming arrangement, where the small business prime contractor has worked with each subcontractor at some point in the past. Id. Under this scenario, the small business may still earn the 7,500 points even if the small business prime contractor has not worked with every subcontractor at the same time. Id.

With regard to other-than-small businesses, such firms may be awarded the 7,500 points if the other-than-small business is proposing by itself, and if the firm has prior experience. Id. Also, an other-than-small business may be awarded the points if it is proposing as a joint venture (or partnership), and the joint venture (or partnership) itself has prior experience. Id. Finally, the RFP does not permit other-than-small businesses to propose a prime-subcontractor teaming arrangement, thus the ORA points are not applicable to this scenario. Id. at 195.

The RFP’s source selection process provides that the agency will first rank all offerors by highest point score to lowest point score using the offeror’s document verification and self-scoring worksheet. Id. at 251. The agency will then identify the offerors with the top 60 technical scores, and verify that the scores are accurate.<sup>2</sup> Id. at 251-252. After the top 60 firms are identified and their scores are verified, the evaluation team will analyze the pricing of these 60 offerors for fairness and reasonableness. Id. at 252. With regard to prices, offerors are to submit a narrative explaining their basis of estimate, addressing direct labor rates, indirect costs, and profit, among other things. Id. at 239-240. Offerors are also to submit a complete pricing spreadsheet which contains the cost elements (direct labor, fringe benefits, overhead, general and administrative (G&A), and profit) of its pricing proposal. Id. at 243-244. The rates in the pricing spreadsheet will be used as the ceiling rates for

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<sup>2</sup> As part of the process, the agency will evaluate and verify the support documentation for all of the evaluation elements for the top 60 offerors, as reflected in each offeror’s document verification and self-scoring worksheet. RFP at 252.

year 1 of the master contract for time and material and labor hour contracts, and are to be based on the rate for the highest qualified employee within each labor category. Id. at 241. In evaluating prices, the agency will determine whether the proposed rates (direct, indirect, and profit) are fair and reasonable. Id. at 263.

If any of the top 60 offerors' prices are found to be fair and reasonable, those firms will be awarded a contract. Id. If any of the top 60 offerors' prices are found not to be fair and reasonable, those firms will be excluded from the competition. Id. The process will continue until 60 awardees have been identified. Id. at 252. The RFP provides that, at the end of the evaluation process, the agency will have awarded approximately 60 contracts to the firms with the highest technical scores that have fair and reasonable pricing.<sup>3</sup> Id. at 250-259.

Prior to the closing time for receipt of proposals, Sevatec, InfoReliance, EIS, and B&E filed these protests.

## DISCUSSION

The protesters raise several challenges to the terms of the solicitation.<sup>4</sup> The primary challenge raised by Sevatec, InfoReliance, and B&E concerns the propriety of the overall evaluation scheme.<sup>5</sup> In this regard, the protesters assert that the agency's evaluation scheme fails to comply with the Competition in Contracting Act (CICA), 41 U.S.C. § 3306(c)(1)(B), which states that "cost or price . . . must be considered in the evaluation of proposals."<sup>6</sup> The protesters allege that a price

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<sup>3</sup> The RFP recognizes that tied technical scores are possible, and provides for resolution of the ties. RFP at 251. If there are tied technical scores at the 60th position, all firms with fair and reasonable pricing with that score will receive an award. Id.

<sup>4</sup> All protesters initially alleged that the RFP contained a patent ambiguity regarding how small businesses could earn ORA points. After the protests were filed, and prior to filing its agency report, GSA amended the RFP provision at issue. In its agency report, GSA argued that the original RFP did not contain a patent ambiguity; the report also stated, "[n]evertheless, in an effort to dispel ambiguity on this issue," the agency has issued a "clarifying" amendment that "updates the RFP's language on this point." MOL at 27, 28. The protesters did not respond to or rebut the agency's arguments--or otherwise challenge the amended RFP provision as it relates to the patent ambiguity--in their comments; we therefore consider this argument to be abandoned. SRM Grp., Inc., B-410571, B-410571.2, Jan. 5, 2015, 2015 CPD ¶ 25 at 8 n.5.

<sup>5</sup> EIS also challenges the propriety of the agency's method of awarding ORA points to small businesses. This protest ground is discussed below.

<sup>6</sup> See also 10 U.S.C. § 2305(a)(3)(A)(ii).

evaluation consisting of a determination that a price is “fair and reasonable,” does not constitute a meaningful consideration of price.<sup>7</sup> The protesters further allege that the agency’s evaluation scheme does not meaningfully consider price because the agency’s evaluation does not consider the price of those offers with technical scores that fall below the top 60.

Our Office has not previously considered the question of whether an agency may properly structure a solicitation using a “highest technically rated [ ] with a fair and reasonable price” evaluation scheme.<sup>8</sup> Based on the arguments presented by protesters and our review of the relevant statutes and regulations we find that the protesters have not established that GSA’s source selection process, as defined by this solicitation, is improper.

### Highest Technically Rated Source Selection Process

As an initial matter, we note that the Federal Acquisition Regulation (FAR) does not expressly identify a “highest technically rated [ ] with a fair and reasonable price” type evaluation scheme as reflected in the agency’s solicitation. In this regard, FAR subpart 15.1, Source Selection Processes and Techniques, specifically provides for a “lowest price technically acceptable” (LPTA) source selection process, and a

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<sup>7</sup> Sevatec, InfoReliance, and B&E initially protested the RFP’s failure to disclose the relative importance of price in accordance with 41 U.S.C. § 3306(c)(1)(C). Subsequent to the filing of the protests, the agency amended the RFP to state that its evaluation methodology

considers the non-price factors, when combined, to be significantly more important than price. This is because the methodology will evaluate the pricing only of those Offers which achieve one of the top sixty verified technical ratings/scores. If one (or more) of the offerors in the top sixty verified ratings is found not to have a fair and reasonable price, it will be eliminated from the ranking. There will be no tradeoff between the non-price factors and price.

RFP at 250. The solicitation’s amendment renders this protest ground academic. Best Foam Fabricators, Inc., B-274803, Oct. 28, 1996, 97-1 CPD ¶ 152 at 1 (“Protests of agency action become academic when contracting agencies grant the relief requested”). Accordingly, this protest ground will not be considered further.

<sup>8</sup> We recognize that a challenge to the award decision in a similar procurement was made and that a similar evaluation scheme has been discussed at the Court of Federal Claims. See e.g. Octo Consulting Group, Inc. v. United States, 117 Fed. Cl. 334 (2014).

“tradeoff” process. FAR §§ 15.101-1, 15.101-2. Nevertheless, the FAR explicitly recognizes that these two processes are not the only source selection processes available to the agency, as FAR § 15.100 provides that the two processes are only “some” of the processes available. Further, FAR § 1.102(d) states that the agency:

may assume if a specific strategy, practice, policy, or procedure is in the best interests of the Government and is not addressed in the FAR, nor prohibited by law (statute or case law), Executive order, or other regulation, that the strategy, practice, policy or procedure is a permissible exercise of authority.

The FAR also specifies a “best value continuum” in FAR § 15.101, which provides that the “less definitive the requirement . . . the more technical or past performance considerations may play a dominant role in the selection.” Section § 15.101-1(a) of the FAR also states, with regard to the tradeoff selection process, that a tradeoff “is appropriate when it may be in the best interests of the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.” Under this FAR provision, the FAR envisions at least two other source selection processes other than a tradeoff: a process that results in award to the “lowest priced offeror,” and a process that results in award to “the highest technically rated offeror.” We thus find no basis in the FAR to object to a proposed source selection process that contemplates award to the highest technically rated offerors without using a tradeoff process.

#### Consideration of Price

The protesters allege that the consideration of cost/price in the RFP’s “highest technically rated [ ] with a fair and reasonable price” source selection process violates CICA. We find that, under the circumstances here, CICA does not provide a basis for finding the agency’s approach improper. In this regard, 41 U.S.C. § 3306(c) states that

#### (c) Evaluation factors

(1) In general. In prescribing the evaluation factors to be included in each solicitation for competitive proposals, an executive agency shall . . .

(B) include cost or price to the Federal Government as an evaluation factor that must be considered in the evaluation of proposals<sup>9</sup>

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<sup>9</sup> See also 10 U.S.C. § 2305(a)(3)(A)(ii); FAR § 15.304(c)(1).

The protesters argue that our Office has found, citing this statute, that agencies are required to include cost or price as a “significant evaluation factor that must be considered in the evaluation of proposals,” and that a “nominal consideration of price” is not sufficient to have complied with the statute. See Electronic Design, Inc., B-279662.2 et al., Aug. 31, 1998, 98-2 CPD ¶ 69 at 8 (citing to 10 U.S.C. §§ 2305(a)(2)(A), (a)(3)(A)(ii)). The protesters argue that the RFP’s price evaluation, which only considers whether a top 60 offeror’s price is fair and reasonable, improperly reduces price to a nominal evaluation factor, and is thus inconsistent with prior decisions of our Office. See Kathpal Techs., Inc.; Computer & Hi-Tech Mgmt. Inc., B-283137.3 et al., Dec. 30, 1999, 2000 CPD ¶ 6 at 9. The protesters further assert that the price evaluation scheme here is improper because, for those offerors whose proposals are not among the 60 highest technically rated, the agency will not conduct any type of price evaluation.

In response to the protester’s contention that the agency is not conducting a meaningful price evaluation of the successful offerors’ proposals by considering whether an offeror’s price is fair and reasonable, the agency asserts that its price evaluation will be “multivariate, detailed, and meaningful.” Supplemental Memorandum of Law (Supp. MOL) (Nov. 18, 2016) at 2. The agency points out that it will

evaluate price for a variety of cost factors, including direct labor rates for thirty-one categories at four different skill levels. Fairness and reasonableness of those rates are measured against a range for each separate labor category and skill level developed from historical data from the Department of Labor (DOL) Bureau of Statistics (BLS). The government will also separately evaluate the fairness and reasonableness of an Offeror’s fringe benefits, general and administrative costs, overhead, and profit. Moreover, the offerors must provide a narrative explanation regarding the methodology used in computing the direct labor rate composite, the indirect costs, and, if applicable, provisional billing rates and forwarding pricing agreements. . . . Failure to establish fairness and reasonableness on any one of these aspects may result in disqualification for award.

Id. at 2. In response to the protester’s argument that the price evaluation is improper because some offerors will have their proposals eliminated from the competition without their prices being evaluated, the agency argues that those offerors falling below the top 60 are “technically unacceptable,” and that there is nothing improper with an agency excluding a technically unacceptable proposal from consideration without evaluating its price. MOL at 17.

Based on the facts before us, we find nothing improper about the agency’s price evaluation. As explained by the agency, this procurement does not involve a tradeoff and the agency’s price evaluation will consist of determining the fairness

and reasonableness of multiple aspects of the highest rated offerors' proposed rates. Those decisions cited by the protesters where our Office has found that considering only the reasonableness of an offeror's price proposal is an insufficient consideration of price, involved post-award protests under solicitations that used tradeoff source selection processes, not present here.<sup>10</sup> See e.g. Kathpal Techs., Inc.; Computer & Hi-Tech Mgmt., Inc., supra.

In a tradeoff source selection process, the agency cannot so minimize the impact of price as to make it merely a "nominal evaluation factor" because the essence of the tradeoff process is an evaluation of price in relation to the perceived benefits of an offeror's proposal. FAR § 15.101-1(c). The solicitation here expressly states that there will be no tradeoffs in the source selection. RFP at 250. Source selection will be made based solely on a "highest technically rated [ ] with a fair and reasonable price" evaluation scheme, with no comparison of an offeror's price relative to the benefits of the proposal. Id. The relatively low importance of price in an evaluation scheme that does not contemplate tradeoffs, as is the case here, is unobjectionable.

The protesters further assert that, based on our prior decisions, the proposed evaluation scheme is improper because an agency cannot eliminate a technically acceptable proposal from consideration for award without taking into account the relative cost of the proposal to the government, see Kathpal Techs., Inc.; Computer & Hi-Tech Mgmt., Inc., supra at 9. The protesters note that the RFP's evaluation scheme does not result in the lower-rated proposals (ranked 61st or below) being technically unacceptable; instead, those proposals simply have a lower technical rating. Thus, the protesters argue that it is improper for the agency to use a source selection process that excludes lower-rated, acceptable, and possibly lower-priced proposals from the competition without considering their prices.

While we agree with the protesters that, under this evaluation scheme, offerors below the top 60 will not have necessarily been found technically unacceptable, we nevertheless find nothing improper about the agency's source selection methodology. The scenarios cited, where our Office found it improper to exclude technically acceptable proposals from the competition without considering price, consisted of post-award protests under solicitations that used tradeoff source selection processes, also not present here. See e.g. Kathpal Techs., Inc.; Computer & Hi-Tech Mgmt., Inc., supra, at 2.

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<sup>10</sup> The protesters allege that our decision, Electronic Design, Inc., supra, stands for the proposition that an evaluation scheme where "price eligibility" is first determined, followed by award to the highest technically rated offeror, is impermissible because such a consideration of price is "nominal." B&E Supp. Comments, at 3. However, this decision also found that the solicitation called for a tradeoff source selection process. Electronic Design, Inc., supra, at 9.



When using a tradeoff selection process, if the agency excludes acceptable offerors without considering an offeror's price, the agency has failed to conduct the essence of a tradeoff, which requires the agency to consider and trade off offerors' higher (or lower) prices in relation to the perceived benefits of the proposal. Furthermore, the express language in 41 U.S.C. § 3306(c) states that "[i]n prescribing the evaluation factors to be included in each solicitation for competitive proposals, an executive agency shall . . . include cost or price to the Federal Government as an evaluation factor that must be considered in the evaluation of proposals." Thus, while not every offeror will have its price evaluated under the proposed evaluation scheme (indeed, every firm ranked 61st or lower), the agency will evaluate the price (or cost) "to the government" of every awardee.

Under the circumstances here, the RFP's source selection methodology--which only considers the prices of the highest-rated offerors, and considers the prices insofar as they are "fair and reasonable"--conforms with the agency's requirements to consider price under CICA. Insofar as the proposed source selection process considers the price of every awardee (and rejects those firms that lack fair and reasonable pricing), the agency has satisfied its requirement to consider price to the government.

#### Mechanical Application of Points

The protesters argue that the source selection process here is improper because the scheme "relies on a mechanical application of point scores," with no comparison of the offerors' strengths and weaknesses and no "looking behind" the scores of an offeror's proposal. B&E Protest at 9. The protesters assert that this evaluation scheme fails to take into consideration offerors that rank below the top 60, but nevertheless offer technical advantages or lower prices. The protesters argue that, under prior decisions of our office, such an evaluation scheme is unreasonable. See West Coast Gen. Corp., B-411916.2, Dec. 14, 2015, 2015 CPD ¶ 392, at 12.

We disagree. Here, the agency has structured its solicitation such that there are no underlying "strengths" or "weaknesses" to be evaluated. Indeed, the RFP has provided for an "objective" point scoring system, where there will be no tradeoff of proposal benefits relative to the proposed price. In those scenarios where our Office has found the mechanical application of point scores to be unreasonable, this is because the agency was required to conduct a qualitative assessment (i.e., consideration of strengths and weaknesses) of the proposals. As the solicitation here expressly does not envision a qualitative assessment beyond the review and verification of the point scores, we find no basis to sustain the protesters' challenge to the agency's source selection process.

## Organizational Risk Assessment

The four protesters also challenge the agency's methodology for awarding points under the organizational risk assessment. Specifically, the protesters assert that it is unreasonable for the agency to assign 7,500 points to small businesses that are proposing in a prime-subcontractor business arrangement where the small business prime contractor and each of the subcontractors have not all previously worked together as a team. The protesters assert that, in order to be consistent with the agency's evaluation of joint ventures and partnerships (where the joint venture or partnership must have all previously worked together as a team in order to be awarded the 7,500 points), small business offerors proposing prime-subcontractor relationships also should have previously worked together, as a team, in order to receive the 7,500 points. The protesters assert that it is unreasonable for the agency to assign the same number of organizational risk assessment points to both an other-than-small business that is offering to perform, and a small business that is offering to perform with several subcontractors who have not previously all worked together.

The agency states that the purpose of the organizational risk assessment is to acknowledge the lesser performance risk "represented by 1) an individual vendor with prior performance history offering as itself, or 2) the teaming arrangement whose constituent components have some prior history of performing together." MOL at 24. Likewise, the agency explains that an individual offeror with no prior performance history, or a newly-formed team with no prior history of performing together, presents a higher risk of unsuccessful performance. Id. The agency explains that, in the situation where a small business is proposing to rely on subcontractors, if the prime has worked with each subcontractor at some point in the past, the performance risk is not as high as the risk for a newly-formed joint venture (or partnership), or a vendor with which the prime has no performance history. Id. at 25.

A contracting agency has the discretion to determine its needs and the best method to accommodate them, and we will not question an agency's determination of its needs unless that determination has no reasonable basis. See Womack Mach. Supply Co., B-407990, May 3, 2013, 2013 CPD ¶ 117 at 3. The adequacy of the agency's justification of its needs is ascertained through examining whether the agency's explanation is reasonable; that is, whether the explanation can withstand logical scrutiny. KAES Enters., LLC, B-411225 et al., June 18, 2015, 2015 CPD ¶ 186 at 4.

The protesters have not demonstrated that the agency's judgments about risk are unreasonable.<sup>11</sup> Here, the agency considers small businesses that have experience working with each of their first-tier subcontractors as sufficient to mitigate the performance risk of relying on subcontractors. While we recognize the protesters' concerns in assigning the same performance risk to an other-than-small business performing by itself, and a small business proposing subcontractors who have not all previously worked together, we have no basis to conclude that the agency's judgement here is unreasonable. The agency explains, and we agree, that the government will have privity of contract with the prime contractor, and not the entire prime-subcontractor team (unlike the joint venture or partnership scenario). Thus, since the prime is the company ultimately responsible for the work, there is nothing unreasonable with considering whether the prime has worked with each subcontractor at some time in the past. While the protesters maintain that, in order to receive the ORA points, GSA should require small business prime contractors to have previously worked with all of their proposed subcontractors at the same time, the protester's disagreement with the agency's judgment concerning the agency's needs and how to accommodate them does not show that the agency's judgment is unreasonable. See Grant Thornton, LLP, B-408464, Sept. 25, 2013, 2013 CPD ¶ 238 at 5.

#### Limited Number of Awards

Finally, Sevatec, InfoReliance, and B&E also argue that limiting awards to only 60 firms violates FAR § 16.504(c), which requires the contracting officer to consider the ability to maintain competition at the task order level among the awardees throughout the contracts' period of performance when determining the number of contracts to be awarded. FAR § 16.504(c)(1)(ii)(A)(4). In this regard, the protesters contend that the agency failed to achieve sufficient competition at the task order level under the Alliant 1 GWAC, where there were 59 awardees, and thus the agency's decision to award only 60 contracts here will similarly fail to achieve adequate competition. In support of this, the protesters point to an analysis of Alliant 1 task order competitions that found "approximately 50 percent of Alliant 1 task orders had only one bidder," and to the contracting officer's statement, made during a preproposal conference, that the agency viewed "competitive one-bid" task

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<sup>11</sup> We note that, while the protesters assert generally that the agency is treating prospective offerors "unequally and unfairly," the protesters are not specifically arguing that the RFP provisions here involve disparate treatment of other-than-small and small businesses. Sevatec Comments at 4; InfoReliance Comments at 4. That is, the protesters are not arguing that they should be allowed to propose subcontractors in the same manner as small businesses, nor are they arguing that small businesses should be prohibited from proposing subcontractors in the same manner that other-than-small businesses are prohibited from proposing subcontractors.

order competitions as happening “too often” under Alliant 1. Sevatec Protest at 8; InfoReliance Protest at 8; B&E Protest at 10. As a result, the protesters assert that the number of awardees here should be increased.

In response, the agency explains that it has taken a number of steps in structuring the Alliant 2 program to ensure competition at the task order level. First, the agency explains that its initial draft RFP only provided for 40 awards, but that the agency ultimately concluded that 60 awards would “most effectively serve the needs of its federal agency customers by providing a pool of ‘best-in-class’ contractors.” CO Statement at 4. Also, Alliant 2 includes “participation” standards, which require that every Alliant 2 awardee submit a minimum number of proposals annually. MOL at 22. Finally, Alliant 2 awardees are required to meet certain “production” standards, which require that every Alliant 2 awardee receive a certain value of task orders over the life of the contract. The agency explains that this will help ensure high quality competition in order for awardees to meet their participation and production standards. Id. at 24. Given that GSA intends to make 60 awards, requires the successful awardees to compete for a certain number of task orders each year, and requires awardees to have performed a certain amount of work each year, we do not find any basis for concluding that the agency’s decision to limit the number of awardees to 60 is inconsistent with its stated goal of maintaining competition at the task order level throughout the period of performance.

The protests are denied.

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General Counsel