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Decision

Matter of: Booz Allen Hamilton, Inc.; SRA International, Inc.

File: B-409250; B-409250.2; B-409250.3; B-409250.4; B-409250.5

Date: February 19, 2014

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DIGEST

1. Protest of an agency's technical evaluation and selection decision is denied where record shows that the evaluation and selection decision were reasonable and consistent with the stated evaluation criteria.
 2. Protester is not an interested party to challenge issuance of a task order where it has not submitted a proposal that may properly form the basis for award because it proposed labor categories that were not contained in its indefinite-delivery, indefinite-quantity contract, contrary to the terms of the solicitation.
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DECISION

Booz Allen Hamilton, Inc., of Rockville, Maryland, and SRA International, Inc., of Fairfax, Virginia, protest the issuance of a task order to Lockheed Martin Integrated Systems, Inc., of Bethesda, Maryland, under request for task order proposals (RFP) No. FDA-SOL-1118371, issued by the Department of Health and Human Services, Food and Drug Administration (FDA), for maintenance and modernization of databases and applications comprising the FDA's Office of Regulatory Affairs

Mission Accomplishment and Regulatory Compliance Services (MARCS) system.¹ The protesters challenge the agency's evaluation of proposals and selection decision.

We deny Booz Allen's protest and dismiss SRA's protest.

BACKGROUND

In 2009, FDA awarded 21 indefinite-delivery, indefinite-quantity (ID/IQ) contracts, called Enterprise System Life Cycle Management Support (ELMS) contracts, to procure information technology (IT) systems development, maintenance, and related services. The ID/IQ contracts provide a 10-year ordering period during which FDA can issue fixed-price, cost reimbursement, or time-and-materials type task orders. The ELMS contracts have labor schedules stating fully-burdened hourly rates for a number of labor categories, and rates for allowable fees (such as materials handling costs).² See, e.g., Agency Report (AR), Tab 14, SRA ELMS Contract, attach. 8, Labor Rate Tables (for Months 61-72), at 235-40.

The RFP, which was issued to all ELMS contract holders, provided for the issuance of a single task order for operating and maintaining the MARCS system and for developing new systems. Contract holders were informed that the task order would be issued on a best-value basis considering the following factors and subfactors in descending order of importance:

Technical Approach and Capabilities	
	Technical Understanding and Approach
	Staffing Approach, Plan, and Resource Skills Matrix
	Software Quality
Management Approach	
Qualification of Key Personnel	
Relevant Experience	
Past Performance	
Price	

¹ The MARCS system, which is among the agency's most heavily used systems, supports FDA's work safeguarding foods, drugs, devices, biologics, and veterinary products. See Contracting Officer's Statement at 1.

² The parties' ELMS contracts identify 70 labor category line items with hourly rates. The contracts also include 28 line items that do not identify labor categories or provide hourly rates; these line items are designated as "Reserved." See, e.g., AR, Tab 14, SRA ELMS Contract, attach. 8, Labor Rate Tables (for Months 61-72), at 236.

RFP at 71.

Offerors were informed that the agency would assign adjectival (excellent, highly acceptable, acceptable, marginal, or unacceptable) and risk ratings for all of the non-price factors, except past performance. Id. Past performance would be evaluated only for performance risk, reflecting the degree to which an offeror's past performance history indicated that the firm would be successful in implementing the offeror's proposed technical approach. Id. at 78. With respect to price, the RFP provided that the agency would evaluate proposed prices for reasonableness and realism. Offerors were informed that the agency in its price realism assessment would consider the extent to which proposed pricing indicated a clear understanding of the RFP requirements, reflected a sound approach to satisfying those requirements, and was consistent with the approach described in the offeror's technical proposal. Id. at 79. The RFP also provided that technical and management risk would be considered in the price realism assessment. Id.

Detailed instructions were provided for the preparation of proposals, which were to be submitted in two separate volumes (technical and business).³ As relevant here with respect to the technical understanding and approach subfactor, offerors were instructed to demonstrate their understanding of the task order requirements and their approach to performing the work in compliance with applicable standards and guidance. In this regard, offerors were directed to detail their approach to achieving FDA's program objectives, and to address five task areas (including transition, operations and maintenance (O&M), and a position the RFP terms a "prior notice manager"). Offerors were also directed to identify risks and challenges for O&M and software development projects that may impact the outcome of the objectives of the task order, and to assess the probability, impact, and expected values of such risks and the offerors' intended mitigation/avoidance/acceptance strategies. RFP at 74.

With respect to price, the RFP included a pricing worksheet, on which offerors were to provide their proposed prices for various tasks. Among other things, the worksheet required offerors to use the approved labor categories and labor rates from their respective ELMS contracts and to propose discounts, if any, from the approved labor rates. See AR, Tab 3e, Revised Pricing Worksheet.

FDA received proposals from seven firms, including Booz Allen, SRA, and Lockheed. The agency's Program Advisory Group (PAG), a 3-person technical evaluation team, evaluated offerors' technical proposals under the non-price factors (but not past performance). The contracting officer evaluated the offerors' past

³ The business proposals were to include a pricing worksheet and, for large business offerors, a small business subcontracting plan complying with the goals and format established in the underlying ELMS ID/IQ contract. RFP at 79.

performance and business proposals. The contracting officer also evaluated the small business subcontracting plans of large business offerors.

The PAG prepared a consensus evaluation report that provided adjectival and risk ratings, supported by narrative discussion, for each proposal. See AR, Tab 6, PAG Technical Evaluation Report. The evaluation report was provided to the contracting officer, who provided the PAG with the offerors' price proposals and her past performance and price evaluation. The contracting officer also provided the PAG with a list of questions concerning potential risk areas that she identified in offerors' proposals. The contracting officer briefed the PAG chair about how to approach reviewing the business proposals, advising on such matters as how to assess areas of the price proposals that the contracting officer had identified as being out of line with average prices or with the independent government cost estimate (IGCE). Contracting Officer's Statement at 9. She requested that the PAG consider the realism of offerors' proposed labor mix and level of effort. As relevant here, the contracting officer and PAG "talked about a technical approach that promised 24x7/365 helpdesk support," in the context of a "business proposal that included only 1800 hours of a helpdesk technician." Id.

Booz Allen's, SRA's, and Lockheed's proposals were evaluated as follows:

		Booz Allen		SRA		Lockheed	
		Rating	Risk	Rating	Risk	Rating	Risk
Technical Approach and Capabilities		Acceptable	Low	Marginal	Medium	Highly Acceptable	Low
	Understanding	Acceptable	Low	Marginal	Medium	Highly Acceptable	Low
	Staffing Approach	Marginal	Medium	Unacceptable	High	Acceptable	Low
	Software Quality	Acceptable	Low	Acceptable	Low	Acceptable	Low
Management Approach		Acceptable	Medium	Acceptable	Low	Highly Acceptable	Low
Key Personnel Qualifications		Highly Acceptable	Low	Acceptable	Low	Highly Acceptable	Low
Relevant Experience		Acceptable	Low	Acceptable	Low	Highly Acceptable	Low
OVERALL RATING		Acceptable	Low	Acceptable	Medium	Highly Acceptable	Low
Past Performance		Low Risk		Low Risk		Low Risk	
Price		\$127.3 million		\$81.8 million		\$137.7 million	

AR, Tab 6, PAG Technical Evaluation Report at 15, 19, 41; Tab 10, Source Selection Decision, at 4.

With respect to Booz Allen's overall acceptable, low performance risk rating, the agency noted that although Booz Allen's proposal demonstrated an understanding of the task order requirements and provided several beneficial strengths, the proposal had a number of weaknesses. See AR, Tab 6, AR, Tab 6, PAG Technical Evaluation Report at 19. Generally, the PAG found that Booz Allen failed to adequately address requirements or provide a logical or technically effective approach in a number of areas under the technical approach and capabilities factor and subfactors. The PAG concluded that, absent a narrative clearly describing Booz Allen's solution or approach, the firm's proposal presented a performance risk. See id. at 19-29.

For example, the PAG noted that under the most important subfactor, technical approach and understanding, Booz Allen failed to address the requirement to support end-user requests during off-hours. The evaluators found that the protester simply asserted in its proposal that the goals for response and resolution would be met, and had not provided a sound plan to meet the requirement for around-the-clock ("24/7") support for end-user requests. Id. at 24-25. The PAG also found that Booz Allen failed to demonstrate an understanding and approach for ensuring that the backlog of open tickets would remain no higher than 100, as required by the RFP, and failed to adequately address the importance of a commitment to customer communication in handling tickets. On this latter point, the PAG was concerned that Booz Allen indicated in its proposal that it would "communicate to the user [deleted], and close trouble ticket upon [deleted]." Id. at 25. The PAG noted that "[c]ommunication points are necessary throughout the lifecycle of a user request, from initiation through resolution," and that unless the contractor communicated with the user before the problem was resolved, the true source of the problem might not be understood--thereby increasing the time needed to resolve the issue and decreasing customer satisfaction. Id.

The agency also found that Booz Allen's business proposal presented high performance risks. Specifically, the agency was concerned with Booz Allen's proposed level of effort and its aggressive discounting of ELMS contract labor rates. See AR, Tab 7a, Contracting Officer's Business Proposal Evaluation Report, at 11-12; Tab 7b, PAG Business Proposal Evaluation Report, at 6-8.

With respect to SRA's proposal, which was evaluated as acceptable overall with medium risk, the PAG noted that SRA's proposal had a number of significant weaknesses and that the firm failed to satisfy requirements in several respects. Among other things, the PAG found that SRA failed to adequately address the transition requirements, had not explained how it would satisfy requirements for the prior notice manager, and failed to provide an adequate level of O&M staffing. See, e.g., AR, Tab 6, PAG Technical Evaluation Report at 63-64, 68-69.

The agency also found that SRA's business proposal failed to provide "a reasonable estimate of the cost associated with supporting a project as complex as MARCS," and that its price was "much too low to be fair and reasonable, as it fails to provide for sufficient resources to meet the requirements." AR, Tab 7b, PAG Business Proposal Evaluation Report, at 11. Further, and as relevant here, the agency noted that SRA used labor categories that were not on the firm's ELMS contract, contrary to the RFP's requirements.⁴

With respect to Lockheed's proposal, which was evaluated as highly acceptable overall with low risk, the PAG found that the proposal demonstrated an in-depth understanding of requirements and provided approaches that would offer benefits to FDA that exceeded the agency's requirements. AR, Tab 6, PAG Technical Evaluation Report, at 41-42. Further, the agency found that Lockheed provided a reasonable and realistic price, and that the firm's business proposal generally aligned with its technical proposal.

The contracting officer, who was the source selection official for this procurement, performed a cost/technical tradeoff analysis based upon the PAG's and her own evaluation of technical and business proposals. The contracting officer eliminated from consideration SRA's low priced proposal, stating that it presented "absolutely unacceptable levels of risk from both the technical and price perspective." AR, Tab 10, Source Selection Decision, at 22. In this regard, the contracting officer noted that SRA's technical proposal was evaluated as having a number of significant weaknesses, see id. at 6-8, and that SRA's business proposal was unacceptable on its face, because SRA used labor categories not included in its ELMS contract and its price was otherwise unrealistic. Id. at 8-9.

The contracting officer considered the relative merits of Booz Allen's and Lockheed's proposals. Although she recognized Booz Allen's proposal offered a price advantage of approximately 8 percent, the contracting officer noted that Booz Allen's technical approach and business proposal presented a number of risks. In particular, the contracting officer expressed concerns about Booz Allen's "overly aggressive discounting" (which was between [deleted] percent less than Booz

⁴ SRA's pricing worksheet included labor categories and referenced line items not on its ELMS contract. Specifically, SRA's worksheet references line items in its ID/IQ contract that are labeled as "Reserved" and that do not include approved labor categories or rates. Although there is much disagreement in the record about the manner in which these line items were labeled as "Reserved" (SRA proposed labor categories for these line items in its ELMS contract proposal), it is uncontested that SRA's ELMS contract does not include labor categories or rates for these line items. See AR, Tab 14, SRA ELMS Contract, attach. 8, Labor Rate Tables (for Months 61-72, at 236.

Allen's ELMS contract rates), which she found presented a real risk that the firm would not be able to attract or retain sufficiently qualified staff. Id. at 16. In contrast, the contracting officer found that Lockheed provided a technical approach meeting or exceeding the agency's requirements in all aspects, and that its proposed pricing presented only a few areas of slight risk. Id. at 18-19, 21. The contracting officer concluded that Lockheed's superior technical solution merited paying an 8 percent price premium. Id. at 22.

The task order was issued to Lockheed, and these protests followed debriefings.⁵

DISCUSSION

Booz Allen

Booz Allen challenges nearly every aspect of the FDA's evaluation of its and Lockheed's proposals. With respect to its own proposal, Booz Allen's complaint stems primarily from its disagreement with the agency's judgment that the firm's proposal lacked information or sufficient detail to support a higher evaluation rating. We have reviewed all Booz Allen's arguments, although we do not discuss each one, and find that none provides a basis on which to sustain Booz Allen's protest.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. Wyle Labs., Inc., B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 6; Optimal Solutions & Techs., B-407467, B-407467.2, Jan. 4, 2013, 2013 CPD ¶ 20 at 6. Our Office will review evaluation challenges to task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. Logis-Tech, Inc., B-407687, Jan. 24, 2013, 2013 CPD ¶ 41 at 5; Bay Area Travel, Inc., et al., B-400442 et al., Nov. 5, 2008, 2009 CPD ¶ 65 at 9. A protester's disagreement with an agency's judgment is not sufficient to establish that the agency acted unreasonably. STG, Inc., B-405101.3 et al., Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

The PAG identified 11 weaknesses in Booz Allen's proposal under the technical approach and capabilities factor and subfactors, nearly all of which were based to some extent on the protester's failure to provide sufficient information or explanation in its proposal. For example, under the technical understanding and approach subfactor, the agency found that the protester failed to adequately address the "user

⁵ As the value of this task order is in excess of \$10 million, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f)(1)(B).

support” O&M requirements, and identified the following three weaknesses: a failure to address the need to support end-user requests during off-hours or address how it would provide 24/7 support; a failure to demonstrate an understanding and approach for satisfying the RFP requirement that any backlog of open tickets would remain at or below 100; and a failure to adequately address the importance of a commitment to customer communication with end-users throughout the process of resolving user requests.

Booz Allen complains that it “expressly committed to providing 24/7 support,” and that it “stated throughout its proposal that it had experience providing 24/7 support to the MARCS program.” Booz Allen Protest at 20. For example, Booz Allen notes that in its proposal it stated that it had “provided 24X7 application support . . . since 1994,” and that it would “use . . . [deleted] methodology, to provide efficient 24/7 support of mission critical systems.” Id. Most of these statements, as the agency correctly points out, refer to Booz Allen’s past experience in providing this support and do not actually state that the MARCS staff would be available 24/7. In other cases, the proposal does not explain how Booz Allen would make staff with the requisite technical skills available around the clock. Booz Allen has not shown (nor does the record show) that its proposal identified staff that would be available 24/7, or provide any specifics of its approach to resolve issues outside of normal operating hours. Accordingly, we find reasonable the agency’s judgment that Booz Allen failed to provide a sound plan or otherwise adequately address in its proposal how it would provide 24/7 user support.⁶

The protester also disagrees with the agency’s assessment that Booz Allen failed to adequately address the importance of regular customer communication with end users throughout the lifecycle of a user request. In this regard, Booz Allen contends that its proposal specifically stated that the firm would provide status updates and communications to the users by generating written and/or verbal reports “to provide updates on [deleted] to the users [deleted].” Booz Allen Protest at 21, citing AR, Tab 8b, Booz Allen Technical Proposal, at 17. As the agency points out, Booz Allen also stated that its approach to MARCS service requests and user questions would be to “[c]ommunicate to the user [deleted] and close trouble ticket upon [deleted],” see AR, Tab 8b, Booz Allen Technical Proposal, at 17, which does not address the requirement for a contractor to communicate with the end user before resolving the

⁶ Booz Allen contends that its proposal was disparately rated under this subfactor, because Lockheed’s proposal allegedly provided no more information than did Booz Allen’s concerning 24/7 support. There is no merit to this contention. Our review of the record shows that Lockheed’s proposal described the staff that would be on call outside of normal business hours, which included individuals [deleted] who would be available 24/7 to support service requests and user questions. AR, Tab 8a, Lockheed’s Technical Proposal at 1-17, 1-20 – 1-21.

problem. We agree with the agency that Booz Allen failed to adequately indicate in its proposal an intention to communicate throughout the problem resolution process, as required.⁷ It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which allows for a meaningful review by the procuring agency. William J. Brant, Jr. & Assocs., B-406908, Sept. 26, 2012, 2012 CPD ¶ 264 at 3.

Booz Allen also challenges the evaluation of its proposed price as unduly risky. Specifically, Booz Allen objects to the agency's judgment that the significant discounts it offered on its ELMS contract rates--ranging from [deleted] percent less than its approved contract rates--were overly aggressive and presented a high performance risk.⁸ Booz Allen argues that the RFP encouraged offerors to discount their contract rates, and complains that the contracting officer in her price realism analysis arbitrarily limited acceptable discounts to 30 percent. The protester also argues that, because most of the task order work is based on fixed labor rates, Booz Allen, and not FDA, would bear any risk.

We first disagree with the protester's apparent belief that FDA should not have considered the performance risks associated with its proposed prices, because it, and not FDA, would bear the risk. An agency may, as here, provide in the solicitation for a price realism analysis for such purposes as measuring a firm's understanding of the solicitation requirements, or to avoid the risk of poor performance from a contractor who is forced to provide goods or services at little or no profit. See STG, Inc., supra, at 10. The depth of an agency's price realism is a matter within the sound exercise of the agency's discretion. Grove Resource Solutions, Inc., B-296228, B-296228.2, July 1, 2005, 2005 CPD ¶ 133 at 4-5. In reviewing protests challenging price realism evaluations, our focus is whether the agency acted reasonably and in a manner consistent with the terms of the

⁷ In contrast, Lockheed's proposal provides a much more detailed response, describing the [deleted] communication it would maintain for all system and user issues, and describing the steps that would be taken once a trouble ticket was found to present an urgent issue. See AR, Tab 8a, Lockheed's Technical Proposal, at 1-20.

⁸ The agency noted a number of concerns with Booz Allen's price, which Booz Allen has not challenged, that contributed to the agency's judgment that the protester's proposed price was unduly risky. For example, the agency noted an unexplained [deleted] in Booz Allen's labor mix and costs for task order management between the first and second option years; Booz Allen's inconsistent labor mix for the [deleted]; Booz Allen's replacement of [deleted] personnel with [deleted] staff to achieve cost savings over the course of performance; and Booz Allen's unreasonably [deleted] staffing levels for the program notice manager task. See AR, Tab 10, Source Selection Decision, at 14-16.

solicitation. CC Distribs., Inc., B-406450, B-406450.2, May 25, 2012, 2012 CPD ¶ 177 at 7.

Here, the record shows that the contracting officer performed a thorough price realism analysis that compared the offerors' proposed rates and level of effort to each other and to the IGCE, and considered the price for similar services received by FDA in the past. Although the contracting officer stated a concern that discounts higher than 30 percent were more likely to indicate an unduly risky pricing strategy or unbalanced pricing, she based this judgment upon her own experience on similar task orders and knowledge of how fully-burdened labor rates are built up. See Contracting Officer's Supp. Statement, at 7-10. The contracting officer also states that "very deep discounts can [reflect] savings using strategies that can be benign or high risk," and that here she "looked for some explanation as to how the discount would be attained." Id. at 11. The contracting officer found that Booz Allen's proposal failed to provide an adequate explanation to support the firm's significant labor rate discounts. Booz Allen has not shown that its proposal in fact adequately explained how the firm would achieve its low rates and high discounts without impairing performance. In short, although Booz Allen disagrees with the contracting officer's judgment as to the realism of its proposed price, it has not shown that the contracting officer acted unreasonably.

Booz Allen also raises a number of challenges to the agency's evaluation of Lockheed's proposal, which are either belied by the record, or reflect nothing more than the protester's disagreement with the agency's judgment. For example, Booz Allen objects to the assessment of strengths in Lockheed's proposal under the staffing approach, plan, and resource skills matrix subfactor and under the qualifications of key personnel factor. Booz Allen complains that these strengths were based upon Lockheed's proposed use of a former Booz Allen employee in a key [deleted] position, arguing that this person's employment with Booz Allen had allegedly been terminated at FDA's request (and the employee had been banned from the FDA campus). See Booz Allen's Comments and Supp. Protest, at 27-28.

Here, the record shows that Lockheed's proposal was assigned a strength under the staffing approach, plan, and resource skills matrix subfactor, in part, for its proposal of a [deleted] position, which the PAG found exceeded requirements and would contribute to lowering costs and reducing the risk of schedule slippage. See AR, Tab 6, PAG Technical Evaluation Report at 48-49. The strength assigned under this subfactor was based on Lockheed's staffing plan approach (that is, creating a [deleted] position) and not, as Booz Allen argues, on the identity of the individual assigned to perform the [deleted] function.

That said, under the qualifications of key personnel factor, the record shows that the PAG noted two strengths in Lockheed's proposal--one for its proposed project manager, and one for the former Booz Allen employee offered as Lockheed's [deleted] person. See id. at 56-57. The agency states that the strength Lockheed

received for its [deleted] person reflected the employee's experience and qualifications, recognizing such things as his [deleted] years of [deleted] experience, exceptional expertise, and long experience with the specific [deleted], among other things. The contracting officer states that she--and, as far as she knows, the PAG--were not aware of the allegations concerning this person's previous employment by Booz Allen, and that this information was not apparent from Lockheed's proposal or the individual's resume. Supp. AR at 35; Supp. Contracting Officer's Statement at 25. The agency also states that background checks of proposed personnel would only be conducted after award, and that, if the proposed [deleted] candidate was not accepted after a background check, Lockheed would be required to provide a new candidate with similar qualifications.

Although Booz Allen believes that the agency should have been aware of Lockheed's proposed [deleted]'s background, there is no indication that the assessment of this one strength was prejudicial to Booz Allen. Contrary to Booz Allen's contention that the contracting officer found Lockheed's offer of Booz Allen's former employee to be a discriminator, see Booz Allen Comments and Supp. Protest at 28, the record shows, with respect to this individual, that the contracting officer in her selection decision only noted the strength that Lockheed received under the staffing approach, plan, and resource skills matrix subfactor for proposing a [deleted] position. The contracting officer did not note in her selection decision the PAG's assignment of a strength under the qualifications of key personnel factor for Lockheed's proposed [deleted] person.

Booz Allen also challenges the FDA's selection decision, arguing that the contracting officer failed to reasonably consider the firms' respective strengths and weaknesses in selecting Lockheed's higher-priced proposal. Booz Allen argues that its proposal was viewed as having only two fewer strengths than Lockheed's proposal and that a number of the notable differences assessed by the contracting officer, such as Booz Allen's failure to provide 24/7 support, were not viewed by the PAG as significant weaknesses. See id. at 29-30.

Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of technical and cost evaluation results; cost/technical trade-offs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the evaluation criteria. World Airways, Inc., B-402674, June 25, 2010, 2010 CPD ¶ 284 at 12. Where a cost/technical tradeoff is made, the source selection decision must be documented, and the documentation must include the rationale for any tradeoffs made, including the benefits associated with additional costs. The MIL Corp., B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13.

Here, the contracting officer in a 23-page decision documented the basis of her judgment that Lockheed's higher-rated, higher-priced proposal reflected the best

value to the agency. In this regard, the contracting officer highlighted the notable strengths and weaknesses of each offeror's proposal to support her qualitative assessment that Lockheed's proposal was superior to and presented less risk than Booz Allen's proposal.⁹ Although Booz Allen apparently believes that the relative merit of the firms' proposals should be based upon a mathematical counting of the firm's strengths and weaknesses, an agency's evaluation of proposals and consideration of relative merit must be based upon a qualitative assessment of the proposals' characteristics, and not a simple count of relative strengths and weaknesses. See Smiths Detection, Inc.; American Sci. & Eng'g, Inc., B-402168.4 et al., Feb. 9, 2011, 2011 CPD ¶ 39 at 14-15. Although Booz Allen disagrees with the contracting officer's judgment, we find from review of the record that the contracting officer's decision was reasonable and consistent with the solicitation criteria.

SRA

SRA raises a number of challenges to the evaluation of its and Lockheed's proposals. We have determined, however, that SRA lacks the requisite interest to pursue these bases for protest, since its proposal could not form the basis for award of the task order.

A protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. See 4 C.F.R. § 21.0(a)(1) (2013). Determining whether a party is interested involves consideration of a variety of factors, including the party's status in relation to the procurement. Four Winds Servs., Inc., B-280714, Aug. 28, 1998, 98-2 CPD ¶ 57. A protester is not an interested party where it would not be in line for contract award were its protest to be sustained. Id.

⁹ Booz Allen also complains that the contracting officer in her selection decision exaggerated the importance of "flaws" in Booz Allen's proposal that the PAG did not label significant weaknesses. Booz Allen Comments and Supp. Protest, at 30. There is no merit to this complaint. Although the PAG did not identify any of Booz Allen's weaknesses as significant, the evaluators nevertheless found that a number of weaknesses could adversely affect the performance of the task order. For example, with respect to the weakness assessed for Booz Allen's failure to demonstrate an approach ensuring that any backlog of open tickets remains at or below 100, the evaluators found that this failure increased risk to the government of lower customer satisfaction. See AR, Tab 6, PAG Evaluation Report, at 25. The record shows that the contracting officer in her selection decision reasonably considered the impact of the weaknesses assessed by the PAG. Although Booz Allen disagrees with the contracting officer's judgment, it has not shown that judgment to be unreasonable.

Here, the record shows that SRA proposed labor categories that were not contained in its ELMS contract, contrary to the terms of the RFP that required offerors to submit price proposals based upon “Approved IDIQ Labor Categor[ies].”¹⁰ AR, Tab 3e, Revised Pricing Worksheet. SRA’s argument that these labor categories and rates were inexplicably or mistakenly omitted from its (and other offerors’) contract(s) does not address the legal consequences of proposing labor categories and rates not included in its ELMS contract, where this was not permitted by the RFP.¹¹ In short, SRA’s price proposal was not compliant with the terms of the solicitation and cannot form the basis for the issuance of a task order. Accordingly, SRA would not be in line for an award, even were we to sustain its protest, and therefore it is not an interested party to challenge the evaluation of its or Lockheed’s proposals.¹²

Booz Allen’s protest is denied, and SRA’s protest is dismissed.

Susan A. Poling
General Counsel

¹⁰ To the extent SRA disagreed with that requirement, its protest was required to be filed before the closing time for receipt of initial proposals. 4 C.F.R. § 21.2(a)(1).

¹¹ We note in this regard that SRA’s ELMS contract was awarded to, and signed by, SRA more than four years ago, apparently without any objection to the fact that labor categories that SRA proposed were not included in the ID/IQ contract.

¹² The agency also argues that SRA’s proposal was technically unacceptable because the firm’s small business subcontracting plan did not satisfy the solicitation’s small business contracting goals. The acceptability of the apparent successful offeror’s small business subcontracting plan is a matter of responsibility, unless the RFP otherwise provides for a qualitative and comparative evaluation of that plan--a circumstance not present here. See Turner-Southland-Dean, JV, B-407998, May 20, 2013, 2013 CPD ¶ 133 at 8 n.12.