

United States Government Accountability Office Washington, DC 20548

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Strategic Intelligence Group, LLC

File: B-410881.3

Date: June 23, 2015

Scott M. McCaleb, Esq., Craig Smith, Esq., and Samantha S. Lee, Esq., Wiley Rein LLP, for the protester.

Richard W. Arnholt, Esq., Todd R. Overman, Esq., and Bryan R. King, Esq., Bass, Berry & Sims, PLC, for CWU, Inc., the intervenor.

Maj. Michael G. Pond, and Scott N. Flesch, Esq., Department of the Army, for the agency.

Cherie J. Owen, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

- 1. Agency reasonably concluded that protester's past performance merited a rating of only satisfactory confidence where the protester experienced continuing performance problems in its performance of its most relevant contract, the incumbent contract.
- 2. Protest challenging the agency's technical evaluation is denied where the agency reasonably evaluated proposals consistent with terms of the solicitation.

DECISION

Strategic Intelligence Group, LLC (SIG), of Fairfax, Virginia, protests the issuance of a task order to CWU, Inc., of Clearwater, Florida, under request for task order proposals (RFP) No. W911W4-14-R-CONUS-IC, issued by the Department of the Army, U.S. Army Intelligence and Security Command (INSCOM), for linguist support services. SIG contends that the agency's evaluation of proposals was unreasonable, resulting in a flawed selection decision.

We deny the protest.

BACKGROUND

The RFP, open to Defense Language Interpretation and Translation Enterprise (DLITE) contract holders, sought proposals for the issuance of a cost-plus-fixed-fee task order, with a 1-year base period and two 1-year options, to provide linguist support to transcribe, translate, and interpret information in connection with the processing of signal intelligence data supporting military and other agency operations in the United States Central Command (CENTCOM), United States European Command (EUCOM), and United States Africa Command (AFRICOM) geographic areas. Agency Report (AR), Tab 8, RFP Amend. 5 (hereafter RFP), at 1, 7.

The solicitation required the contractor to furnish 422 linguists with the requisite security clearances, including Secret security clearances or Top Secret/Sensitive Compartmented Information (SCI) security clearances depending on whether the linguist was Category (CAT) II or Category (CAT) III. RFP at 10, 40-41. The solicitation acknowledged that this was a challenging requirement, noting in the Statement of Work (SOW) that:

Fulfilling the requirements under this contract has been, and will continue to be, a challenging endeavor as the majority of the linguists will have to be screened and approved by the NSA [National Security Agency] before they will be allowed to work in NSA facilities. Neither INSCOM nor the Army controls the NSA security screening and approval process, and historically the NSA has been slow to approve linguist candidates. Under the terms of this contract, only linguists who are providing services to the Government will be counted towards the requirement; candidates who are pending NSA vetting and approval will not be counted towards the requirement.

RFP at 7. In this regard, the SOW required that the contractor pre-vet proposed linguists such that 60% of applicants vetted by the government will pass, and overall maintain "98% of required number and type of . . . personnel." RFP at 8, 12.

The RFP provided for award on a best-value basis, considering the following factors (in descending order of importance): (1) technical, including subfactors for technical approach and management approach; (2) past performance; and (3) cost/price. RFP at 129. With regard to past performance, the solicitation specified that the agency would assign a performance confidence assessment based on the

Page 2 B-410881.3

¹ Since the value of the task order issued to CWU is \$144,816,590.97, this procurement falls within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery/indefinite-quantity (ID/IQ) contracts valued in excess of \$10 million. <u>See</u> 10 U.S.C. § 2304c(e)(1)(B).

relevancy² and quality of offerors' performance on recent efforts.³ <u>Id.</u> at 131-32. The relevancy assessment would consider how relevant a recent effort accomplished by the offeror is to the solicitation's requirements here. The performance confidence assessment would consider the quality of the offeror's past performance on those recent efforts that were determined to be relevant. <u>Id.</u> at 132.

With regard to cost, the solicitation instructed offerors to propose labor rates for specified labor categories, with the number of labor hours prescribed by the RFP. RFP at 124-26. The RFP stated that offerors' proposed costs would be evaluated for reasonableness and realism, and that the agency's realism evaluation would be used to calculate offerors' most probable costs, which would be used in the trade-off analysis. Id. at 133.

Six offerors, including SIG and CWU, submitted proposals in response to the solicitation. AR at 8. In November 2014, the agency made its initial award decision, selecting CWU. After SIG protested the award, the agency advised that it would take corrective action, leading our Office to dismiss the protest. Strategic Intelligence Group, LLC, B-410881.2, Dec. 29, 2014.

The agency then reevaluated proposals, resulting in the ratings below for CWU's and SIG's proposals:

Evaluation Factor	CWU	SIG
Technical Factor	Outstanding	Acceptable
Technical Approach	Outstanding	Acceptable
Management Approach	Good	Acceptable
	Satisfactory	Satisfactory
Past Performance Factor	Confidence	Confidence
Proposed Cost	\$143,099,927	\$144,427,530
Evaluated Cost	\$143,095,520	\$144,816,590

Page 3 B-410881.3

-

² Past efforts could be rated very relevant, relevant, somewhat relevant, or not relevant. RFP at 133.

³ Evaluators were to assign past performance confidence ratings of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence (neutral). RFP at 133.

AR, Tab 11, Technical Evaluation Report, at 5, 11, 22, 23; Tab 12, Cost Evaluation Report, at 64, 67; Tab 13, Past Performance Report, at 5.

As noted, CWU's proposal was rated overall outstanding under the technical factor based upon an outstanding rating under the technical approach subfactor and a good rating under the management approach subfactor. CWU's outstanding technical approach rating was based on several evaluated strengths, including: a significant strength for proposing a robust management structure, offering [DELETED] personnel rather than the required 6 on-site personnel, which was expected to resolve linguist and other performance issues faster and result in higher quality performance; a strength for offering [DELETED], to address the government's security vetting process and standards, as well as a robust pipeline with category II and category III linguists who previously held or currently hold required NSA clearances; and a strength for [DELETED], which the agency viewed as increasing the likelihhood of an early transition without any degradation of service. AR, Tab 10, Source Selection Decision Document (SSDD), at 2-5; Tab 11, Technical Evaluation Report, at 5-10. Based on the source selection authority's (SSA) independent assessment, he concluded that CWU's proposal should receive a good rating for management approach (rather than the evaluators' rating of acceptable), based on the proposal receiving a significant strength for a thorough understanding and approach to management, and the additional [DELETED] discussed above. AR, Tab 10, SSDD, at 5. In particular, referring to the CWU's [DELETED], the SSA concluded that "[e]xceeding the minimum requirements to facilitate security processing identifies a level of preparedness to ensure successful transition and to maintain a higher pipeline capacity." AR, Tab 10, SSDD, at 19.

In contrast, SIG's proposal received only a single strength, under the technical approach subfactor, based on SIG's approach to transition. Specifically, the SSA noted that, since SIG is the incumbent contractor, transition would involve minimal phase-in activities, which SIG's proposal described as a "no-risk" transition. AR, Tab 10, SSDD, at 12. Based on the ratings of acceptable for both the technical approach and management approach subfactors, SIG's proposal was rated only acceptable under the technical factor overall. <u>Id.</u> at 12-13.

In comparing the proposals, the SSA noted that SIG's proposal was the second highest-priced proposal and one of the lowest-rated proposals, while CWU's and another offeror's proposals were both higher-rated and lower-priced than SIG's. AR, Tab 10, SSDD, at 19. The SSA then selected CWU's proposal for award, noting with respect to SIG's proposal that "it would not be in the best interest of the Government to justify paying a higher price [for SIG's proposal] than proposals that were rated as OUTSTANDING and are lower priced." Id. This protest followed.

DISCUSSION

Page 4 B-410881.3

SIG challenges the agency's evaluation under each of the evaluation factors, and argues that the resulting selection decision was unreasonable because it was based on a flawed evaluation.⁴

In reviewing protests challenging an agency's evaluation of proposals, our Office does not independently evaluate proposals; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. Raytheon Co.--Missile Sys. Division, B-408906.4 et al., Mar. 17, 2015, 2015 CPD ¶ 120 at 8. In this regard, the evaluation of proposals is a matter within the discretion of the procuring agency; we will question the agency's evaluation only where the record shows that the evaluation does not have a reasonable basis or is inconsistent with the RFP. Raytheon Co.--Missile Sys. Division, supra; iGov, et al., B-408128.24 et al., Oct. 31, 2014, 2014 CPD ¶ 329 at 8. Here, we find the evaluation and source selection decision to be reasonable.

Past Performance

As an initial matter, SIG challenges the agency's rating of both SIG's and CWU's past performance as satisfactory confidence, asserting that the past performance evaluation was unreasonable and failed to recognize differences in the offerors' past performance. Protester Comments, June 1, 2015, at 2. Our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. <u>iGov, et al., supra; The Boeing Co.</u>, B-409941, B-409941.2, Sept. 18, 2014, 2014 CPD ¶ 290 at 6. While an agency may provide for an evaluation of relevance, the agency is not required to evaluate the past performance of the incumbent contractor as superior to its competitors simply because the incumbent has the most relevant past performance. <u>ABSG Consulting, Inc.</u>, B-407956, B-407956.2, Apr. 18, 2013, 2013 CPD ¶ 111 at 6. Here, we find the agency's past performance evaluation to be reasonable.

SIG's past performance proposal referenced six contracts--three performed by SIG and three performed by SIG's subcontractors.⁵ AR, Tab 20, SIG Past Performance

Page 5 B-410881.3

⁴ SIG's protest and supplemental protest raised numerous allegations. While our decision here does not specifically discuss each and every argument and/or variation of the arguments, we have considered all of the protester's assertions and find that none furnish a basis for sustaining the protest.

⁵ The agency did not receive Past Performance Questionnaire (PPQ) responses for one of these references; therefore, the agency evaluated only five references--three (continued...)

Proposal, at 7. The first past performance reference was SIG's performance under the incumbent linguist contract (No. W911W412D0004-0002). When asked about SIG's performance of the incumbent contract, the Deputy Program Manager/Contracting Officer's Representative (DPM/COR) rated SIG's performance as only acceptable⁶ under each of the seven rating areas, with the DPM/COR's narrative responses emphasizing the problems with SIG's performance. For example, when asked whether SIG satisfied performance requirements, the reviewer stated:

Overall, I find this vendor's performance acceptable. That said, as discussed below there were, are, and continue to be both cost and schedule concerns associated with executing this effort, however at this time they have not risen to the level of unacceptability.

AR, Tab 34, SIG PPQ for Incumbent Contract, at 3. Likewise, in the area of meeting required performance schedules, the reviewer stated as follows:

Rated overall acceptable, however this vendor is on the low end of the scale [with regard to] fulfilling all CME [Contract Manpower Equivalent] requirements under this task order. The government did issue the vendor a letter of concern to ensure an acceptable number of candidates was routinely submitted for government consideration. That said, the untimely nature of government security vetting processes continues to be a major impediment to vendor success.

<u>Id.</u> at 5. Similarly, when asked whether SIG stayed within cost estimates, the reviewer stated:

Rated overall acceptable, however this vendor is on the low end of the scale [with regard to] cost performance under this firm fixed price contract. While the government arguably neglected to articulate a number of issues in the solicitation that ultimately required an equitable adjustment, at the same time, the government was forced to take action (above and beyond the equitable adjustment issues) to facilitate the vendor's ability to maintain their current level of performance (see schedule above) by providing increased contract reimbursable compensation to their employees. One could argue

for SIG and two for its subcontractor. AR, Tab 13, Past Performance Report, at 13-14.

Page 6 B-410881.3

^{(...}continued)

⁶ Possible ratings were outstanding, good, acceptable, marginal, unacceptable, too soon to tell, or not applicable.

that the vendor proposed less than market competitive compensation rates to win the solicitation.

<u>Id.</u> at 6. In evaluating SIG's past performance on the incumbent contract, the agency concluded that the contract was very relevant and assigned a rating of satisfactory confidence. AR, Tab 13, Past Performance Report, at 13.

In addition to the incumbent contract, SIG also submitted past performance references for two other contracts--a contract valued at approximately \$3 million for training support, and a contract valued at approximately \$2 million for translation services. AR, Tab 13, Past Performance Report, at 13. Due to the extremely small value of the contracts in comparison to the requirements here, the agency evaluators concluded that these contracts were not relevant. Id. SIG also submitted references for its subcontractor's performance of two translation services contracts--one valued at \$9 million and one valued at \$20 million. The agency concluded that, while the contracts involved similar services, the efforts were a fraction of the size of the effort here; therefore, these references were viewed as only somewhat relevant. Id. at 13.

SIG does not challenge the agency's conclusion that its performance under the "very relevant" incumbent contract merited a rating of satisfactory confidence. <u>See</u> Protester's Comments, June 1, 2015, at 2 n.1 (withdrawing challenge to evaluation of incumbent contract). Instead, SIG contends that the agency failed to credit SIG with its successful past performance of contracts that the agency concluded were either not relevant or only somewhat relevant. Id. at 2.

We find that the agency's evaluation of the relevance of the above-cited past performance references was reasonable. Given the extremely limited value of SIG's translation services (approximately \$2 million) and training support (approximately \$3 million) contracts relative to the size of the requirement here (in excess of \$140 million), as well as the fact that the training support contract was not for linguist services, there simply is no basis for questioning the agency's

Page 7 B-410881.3

-

⁷ The PPQs for these contracts contained ratings of good and outstanding for most of the evaluation areas. AR, Tabs 30 & 31, SIG PPQs.

⁸ As set forth above, the most probable cost of the awarded contract was approximately \$143 million.

⁹ The PPQ for this contract rated each evaluation area as good. AR, Tab 31, [DELETED] PPQ, at 3-7.

¹⁰ The PPQ for this contract contained ratings of acceptable, good, and outstanding. AR, Tab 32, [DELETED] PPQ, at 3-7.

assessment of these contracts as not relevant. Likewise, while SIG's subcontractor's contracts for translation services involved similar services, the relatively small value of these contracts (\$9 million and \$20 million) supports the agency's conclusion that they were only somewhat relevant.

In any case, prejudice is an essential element of every viable protest, and we will not sustain a protest when it is clear from the record that a protester has suffered no prejudice as a result of an agency evaluation error. A-Tek, Inc., B-404581.3, Aug. 22, 2011, 2011 CPD ¶ 188 at 10. Even if the agency erred in its evaluation of SIG's non-incumbent contracts, there is no basis to question the agency's overall rating of SIG's past performance as satisfactory confidence given SIG's performance problems on its "very relevant" incumbent linguist contract. In sum, we see no basis to question the agency's evaluation of SIG's past performance as satisfactory confidence.

Next, SIG challenges the agency's assignment of a satisfactory confidence rating to CWU's past performance. Protester's Comments at 20. CWU's past performance proposal referenced six prior efforts--three performed by CWU and three performed by CWU's subcontractor. AR, Tab 37, CWU Past Performance Proposal, at 5. One reference was for a \$16 million CWU order for translation services under the DLITE ID/IQ contract. The PPQ for this order described the work performed as follows:

CWU provides CAT III (Top Secret/Sensitive Compartmented Information [TS/SCI]) linguists and analysts (with National Security Agency [NSA] Internet [NSANet] access) and program management to support the USF-EU Intelligence, Surveillance, and

Page 8 B-410881.3

SIG's comments on the agency report alleged that the agency "inexplicably" attributed the wrong contract values to its past performance references. For example, with regard to contract B12-2012117G012, involving training support, SIG complains that the agency's past performance evaluation listed the contract value as only \$3 million, when the actual value of the contract is \$650 million. Protester's Comments at 18. However, it is SIG's own past performance proposal that supplied the values cited in the agency's past performance evaluation report. Specifically, SIG's proposal stated that the value of the training support contract was \$3.3 million, and the value of the translation services contract was \$2.4 million. AR, Tab 20, SIG Past Performance Proposal, at 7. Although other sections of SIG's proposal supply higher values for these contracts, we find the agency reasonably relied upon the values supplied in the "Master Project List" of SIG's past performance proposal. Id. In this regard, it is the offeror's responsibility to submit a well-written proposal, with adequately detailed information that allows a meaningful review by the procuring agency. CACI Techs., Inc., B-296946, Oct. 27, 2005, 2005 CPD ¶ 198 at 5.

Reconnaissance (ISR) mission to include but not limited [to] Arabic (various dialects), Dari, Farsi, Hausa, Kurdish, Pashto, French, Somali, Swedish, and Tamasheq. Contract successfully transitioned and staffed at 100% in less than 60 days; 30+ days ahead of schedule.

AR, Tab 29, CWU PPQ, at 2. In the PPQ for this DLITE linguist order, CWU received ratings of acceptable for each rating area (and no narrative comments were furnished). In reviewing this PPQ, the past performance evaluators concluded that the services were similar in scope, but the value of the contract (\$16 million) was much smaller than the requirements of this solicitation; therefore, this contract was considered to be somewhat relevant. AR, Tab 13, Past Performance Report, at 8. Overall, the evaluators assigned a rating of satisfactory confidence to this past performance reference.

The agency also reviewed a PPQ referencing work of CWU's subcontractor on a \$5 million translation services contract. Id. The PPQ for this contract contained 4 outstanding ratings and 3 good ratings. AR, Tab 28, CWU PPQ, at 3-7. In reviewing this reference, the past performance evaluators concluded that while the services were similar in scope, the value of the contract (\$5 million) was much smaller than the requirements of this solicitation such that the contract was not relevant. In addition, the evaluators noted that CWU's proposal referenced four other orders performed under the DLITE ID/IQ contract. AR, Tab 13, Past Performance Report, at 8-9. However, the agency did not receive PPQ responses for these orders, and therefore did not assign ratings to them.

Overall, the past performance evaluators assigned CWU's past performance a rating of satisfactory confidence. In his tradeoff decision, the SSA noted the following with regard to CWU's past performance:

A key discriminator for this offeror was providing CAT III (Top Secret/Sensitive Compartmented Information . . . linguists and analysts (with National Security Agency . . . Internet [NSANet] access) and program management to support the [United States Forces-Europe] Intelligence, Surveillance, and Reconnaissance . . . mission [including] . . . Arabic . . . Dari, Farsi, Hausa, Kurdish, Pashto, French, Somali, Swedish, and Tamasheq.

AR, Tab 10, SSDD, at 13.

In sum, the agency found that CWU had previously performed a DLITE linguist contract, which involved many of the same requirements as the contract at issue here, but did not represent the same magnitude as the requirement here. CWU's performance of that contract was acceptable with no noted performance problems.

Page 9 B-410881.3

Based on this record, we see no basis to question the agency's overall evaluation of CWU's past performance as satisfactory confidence.

Technical

SIG also challenges the agency's evaluation under the technical factor. In this regard, the solicitation provided for evaluation under the technical approach and management approach subfactors of both the adequacy of response and feasibility of approach, with the latter to include an evaluation:

to determine the extent to which successful performance is contingent upon <u>proven devices and techniques</u>. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

RFP at 71 (emphasis added).

Among its arguments, SIG complains that the agency unreasonably failed to assign a strength to SIG's technical proposal as a result of its experience as the incumbent contractor. Specifically, SIG contends that it deserved a strength due to its "well-developed process and procedures for recruiting, qualifying, and retaining linguists," that were developed through its incumbency. Protest at 13; Comments at 6. SIG further argues that the agency erred by failing to recognize that the firm is "uniquely positioned" as the incumbent to process linguists using an approach the firm developed under the incumbent contract, and that SIG's "significant experience" as an incumbent indicated a better understanding of the recruitment and approval cycle. Protest at 13. The protester also contends that the agency engaged in unequal treatment by assigning a strength to CWU's proposal for its "robust pipeline" of qualified linguist candidates while ignoring the fact that SIG already has many of the needed linguists vetted and in place due to its incumbency. Comments at 8-10.

We find SIG's arguments to be without merit. As noted, the evaluation was to include consideration of whether offerors had proposed "proven devices and techniques." RFP at 130. While SIG essentially argues that its performance of the incumbent contract demonstrates the effectiveness of its approach, including its pipeline of linguists, and thus its ability to exceed the solicitation's requirements, as noted by the agency, SIG's performance does not support that conclusion. AR at 13. In this regard, the record reflects that SIG has struggled to meet the requirements of the incumbent contract, thus belying the claim in its proposal that "our current pipeline . . . along with continued recruiting efforts, is sufficient to meet the . . . levels required." See, e.g., AR, Tab 15, SIG Technical Proposal, at 16. For example, SIG's technical proposal acknowledged that, under SIG's incumbent contract, there are currently [DELETED] unfilled category III linguist positions. AR,

Page 10 B-410881.3

Tab 15, SIG Technical Proposal, at 17. SIG's difficulty in filling linguist positions under the incumbent contract was further underscored in the past performance questionnaire response the agency received for the incumbent contract, which stated that the agency had "issue[d] the vendor a letter of concern to ensure an acceptable number of candidates was routinely submitted for government consideration." AR, Tab 34, SIG PPQ for Incumbent Contract, at 5. Given SIG's acknowledged, significant shortfall in satisfying the linguist requirements under its incumbent contract, we find that the agency reasonably concluded that SIG's proposed approach, based on its incumbent contract, did not exceed the solicitation's requirements so as to warrant the assignment of a strength.

In contrast, the evaluators found that CWU's proposal provided "very detailed information" demonstrating its ability to meet the solicitation's requirement to provide the required number of linguists. AR, Tab 11, Technical Evaluation Report, at 9. For example, CWU's proposal indicated that the firm has [DELETED] category II and [DELETED] category III linguists that have been vetted and would be available to perform under the contract. Id. at 9; see AR, Tab 33, CWU Technical Proposal, at 15. The evaluators also noted that the awardee's proposal indicated that CWU's pipeline of linguists contains hundreds of linguists who previously held or currently hold NSANet 2 access. AR, Tab 11, Technical Evaluation Report at 9; Tab 33, CWU Technical Proposal, at 15. In addition, CWU's proposal stated that the firm anticipated hiring [DELETED]% of the incumbent workforce. AR, Tab 33, CWU Technical Proposal, at 27. In these circumstances, we find that the agency reasonably concluded that, although CWU is not the incumbent, its proposal exceeded the solicitation's requirements for filling the linguist positions required under this contract. See AR, Tab 11, Technical Evaluation Report, at 9. Since we find that the difference in treatment--assignment of a strength to CWU's proposal for exceeding the solicitation's linguist fill requirement, but not to SIG's proposal--was due to qualitative differences in their proposals, we find no merit to SIG's challenge in this regard. 13

Page 11 B-410881.3

¹² NSANet is the National Security Agency's intranet, access to which is subject to an application and approval process. <u>See generally</u>, AR, Tab 33, CWU Technical Proposal at 19; Tab 15, SIG Technical Proposal, at 29.

¹³ SIG also complains that the agency engaged in unequal treatment in evaluating technical proposals when it assigned a strength to CWU's proposal for exceeding the solicitation's minimum staffing requirements, but failed to assign a strength to SIG's proposal, which also exceeded the minimum staffing requirements. Comments at 3. However, even assuming that SIG's proposal also should have received a strength for proposing personnel in excess of the minimum requirement, SIG has not demonstrated that this change would have resulted in prejudice. Specifically, there is no basis for concluding that the addition of a single strength would have changed SIG's technical rating from merely acceptable to outstanding. (continued...)

Next, SIG challenges the agency's decision to assign a strength to both SIG and CWU in evaluating offerors' transition risk. In this regard, SIG contends that its proposal was superior because only SIG, as the incumbent, could offer a no-risk transition. The protester contends that the agency's assignment of a strength to CWU's proposal for offering a low risk transition essentially normalized the varying levels of transition risk associated with the proposals and unreasonably treated SIG's transition risk as equivalent to CWU's transition risk. Protester's Comments at 12-14.

Evaluation ratings and the number of strengths and weaknesses assessed are merely a guide to, and not a substitute for, intelligent decision making in the procurement process. Affolter Contracting Co., Inc., B-410878, B-410878.2, Mar. 4, 2015, 2015 CPD ¶ 101 at 11 n.10; InfoZen, Inc., B-408234 et al., July 23, 2013, 2013 CPD ¶ 211 at 8. The relevant question is whether the record shows that the agency fully considered the actual qualitative differences in vendors' proposals. See InfoZen, Inc., supra.

Here, the record provides no support for the protester's challenge to the agency's assessment of strengths for both offerors' transition approaches. First, the evaluation report and selection decision show that the evaluators and the SSA were aware of, and acknowledged, the differences in the offerors' proposals with regard to transition. See AR, Tab 11, Technical Evaluation Report, at 9-10 (discussing CWU's transition plan), 23 (discussing SIG's transition plan); Tab 10, SSDD, at 5 (discussing CWU's transition plan), 12 (discussing SIG's transition plan). Specifically, with regard to SIG, the evaluators acknowledged that as the incumbent, it would have minimal transition risk, which SIG described as a "no risk" solution. AR, Tab 11, Technical Evaluation Report, at 23.

With regard to CWU, the evaluators noted that it proposed [DELETED]. AR, Tab 11,Technical Evaluation Report, at 9-10; Tab 10, SSDD, at 5; <u>see</u> Tab 33, CWU Technical Proposal, at 25 (stating that [DELETED]). Further, CWU's proposal explained that [DELETED]. AR, Tab 33, CWU Technical Proposal, at 25. The agency concluded that CWU's proposal of [DELETED], increased the likelihood of an early transition without any degradation of service, thereby exceeding the solicitation requirements such as to merit a strength. AR, Tab 11, Technical Evaluation Report, at 10; Tab 10, SSDD, at 5. While SIG may disagree with the agency's assessment that this proposed approach to transition merited a strength, the protester has failed

Page 12 B-410881.3

^{(...}continued)

Thus, even if we find this protest ground to have merit, CWU's proposal would still be higher-rated and lower-priced.

to demonstrate that the agency's evaluation in this regard was unreasonable or inconsistent with the record. 14

The protest is denied.

Susan A. Poling General Counsel

Page 13 B-410881.3

¹⁴ SIG also challenges the agency's cost realism analysis. However, we note that the agency's adjustments to the protester's most probable cost amounted to an upward adjustment of only \$389,060. See AR, Tab 10, SSDD, at 16 (SIG's proposed labor rates that were below the market range of labor rates for certain positions were adjusted to the bottom of the market range). As set forth above, even if the agency had not adjusted either offeror's costs, CWU's proposal nevertheless would be the lower-priced (and higher-rated) proposal. Therefore, even if we agreed that the agency's cost adjustments were improper (which we do not), SIG has not demonstrated that it was prejudiced by these adjustments.