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Decision

Matter of: Battelle Memorial Institute

File: B-416263.5

Date: January 23, 2020

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Jonathan L. Kang, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Challenge to the agency's evaluation of the awardee's technical proposal is denied where the agency reasonably explains why findings by some evaluators were not adopted in the final evaluation.
 2. Challenge to the evaluation of the awardee's past performance is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 3. Challenge to the evaluation of the awardee's proposed costs is denied where the agency reasonably concluded that the awardee's direct labor costs were realistic, despite some being lower than costs for the incumbent contract.
 4. Challenge to the award decision is denied where the agency reasonably explained that the protester's higher technically rated proposal was not worth the higher evaluated cost as compared to the awardee's proposal.
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DECISION

Battelle Memorial Institute, of Columbus, Ohio, protests the award of a contract to Laulima Government Solutions, LLC, of Honolulu, Hawaii, by the Department of Health and Human Services, National Institutes of Health, National Institute of Allergy and Infectious Diseases (NIAID), under request for proposals (RFP) No. DHHS-NIHAI02016038, which was issued for support services to operate and manage the

NIAID Integrated Research Facility (IRF) at Fort Detrick, Maryland. Battelle argues that the award to Laulima was improper because NIAID unreasonably evaluated the awardee's proposal under the technical, past performance, and cost factors, and that the source selection decision failed to follow the RFP's award criteria.

We deny the protest.

BACKGROUND

NIAID issued the solicitation on April 21, 2017, seeking proposals to provide support for the IRF, which is part of the National Interagency Biodefense Campus located at Fort Detrick, MD. Agency Report (AR)¹, Tab 7a, Statement of Work (SOW), at 1. The IRF is a "specialized biocontainment facility with the appropriate infrastructure to support basic research and animal studies with various infectious disease . . . to evaluate therapeutics, vaccines and diagnostics as well as natural history and pathogenesis associated with these agents." Id. The contractor will be responsible for providing "highly-skilled scientific, operational and programmatic support services necessary for the [IRF] to manage, coordinate, and facilitate the conduct of research with emerging infectious diseases and biodefense pathogens as directed by the government. . . ." Id. at 2. Battelle is the incumbent contractor for these services. Protest (B-416263.1) at 9.

The RFP anticipated the award of a cost-reimbursement contract with a base period of 2 years, and five 1-year options. SOW at 3. The RFP advised that proposals would be evaluated based on three factors: (1) technical, (2) past performance, and (3) cost. AR, Tab 7, RFP at 77. The technical factor had four equally-weighted subfactors: (1) corporate experience, (2) technical approach, (3) key scientific and technical personnel, and (4) program and project management. Id. For purposes of award, the technical and past performance factors were, when combined, "significantly more important" than cost. Id.

NIAID received proposals from two offerors, Laulima and Battelle, by the closing date of July 10, 2017. Contracting Officer's Statement (COS) at 2. On March 30, 2018, the agency awarded the contract to Laulima. Id. Battelle filed a protest with our Office on April 16, challenging the award to Laulima. The protester argued that the agency unreasonably evaluated Laulima's proposal under the technical, past performance, and cost factors, and that the award decision was unreasonable. Protest (B-416263.1) at 11-18. On May 11, prior to filing its report in response to the protest, the agency advised that it would take corrective action to address the protest. Based on the agency's notice, our Office dismissed the protest as academic. Battelle Mem'l Inst., B-416263, May 15, 2018, at 1 (unpublished decision).

¹ References to the agency report are to the documents provided in response to this protest (B-416263.5) unless otherwise noted.

The agency reevaluated the offerors' proposals and again selected Laulima's proposal for award on November 16. COS at 2. Battelle filed a second protest with our Office on November 21, again challenging the evaluation of Laulima's proposal and the award decision. Protest (B-416263.2) at 11-20. The agency filed its report responding to the protest, and the protester filed a supplemental protest on December 31, which identified new arguments in support of the protester's challenges. Supp. Protest (B-416263.3) at 14-40. Our Office conducted a hearing on February 14, 2019, to further develop the record regarding the agency's evaluation of the offerors' proposals. Following the hearing, the agency advised that it would take corrective action to address the second protest. Agency Notice of Corrective Action, Feb. 17, 2019, at 1. Based on the agency's notice, our Office dismissed the protest as academic. Battelle Mem'l Inst., B-416263.2, B-416263.3, Feb. 21, 2019, at 1-2 (unpublished decision).

On March 8, the protester filed a request with our Office to recommend that NIAID reimburse Battelle's costs for filing the second protest. The GAO attorney assigned to the protest conducted an outcome predication alternative dispute resolution (ADR) conference on April 15.² The GAO attorney explained that, in her view, the protester's arguments concerning the evaluation of the realism of the offerors' proposed costs and the effect that evaluation had on the award decision were clearly meritorious, and that the agency failed to take prompt corrective action in response to these arguments.³ The GAO attorney also explained that she did not view the protester's arguments concerning the evaluation of Laulima's technical proposal or past performance to be clearly meritorious. Following the ADR conference, the parties advised our Office that they had reached a settlement of Battelle's request. Based on the parties' notice, we dismissed the request as academic. Battelle Mem'l Inst.--Costs, B-416263.4, Apr. 22, 2019, at 2 (unpublished decision).

² In an outcome prediction ADR conference, the GAO attorney assigned to the protest will inform the parties as to his or her views regarding whether the protest is likely to be sustained or denied. See Bid Protest Regulations, 4 C.F.R. § 21.10(e); First Coast Serv. Options, Inc., B-409295.4, B-409295.5, Jan. 8, 2015, 2015 CPD ¶ 33 at 3. The purpose of outcome prediction conferences is to facilitate the resolution of a protest without a formal decision on the merits by our Office. See id.

³ Our Office may recommend reimbursement of protest costs where, based on the record, we determine that the agency unduly delayed taking corrective action in the face of a clearly meritorious protest, thereby causing the protester to expend unnecessary time and resources to make further use of the protest process in order to obtain relief. Bid Protest Regulations, 4 C.F.R. § 21.8(e); AAR Aircraft Servs.--Costs, B-291670.6, May 12, 2003, 2003 CPD ¶ 100 at 5. A protest is clearly meritorious where a reasonable agency inquiry into the protester's allegations would reveal facts showing the absence of a defensible legal position. First Fed. Corp.--Costs, B-293373.2, Apr. 21, 2004, 2004 CPD ¶ 94 at 2. We will recommend reimbursement only where the underlying protest is clearly meritorious, *i.e.*, not a close question. InfraMap Corp.--Costs, B-405167.3, Mar. 26, 2012, 2012 CPD ¶ 123 at 3.

NIAID’s corrective action consisted of a reevaluation of the offerors’ proposed costs, as well as a review of the technical and past performance evaluations. COS at 4. The agency’s final evaluations were as follows:⁴

	LAULIMA	BATTELLE
Technical	Good	Exceptional
Past Performance	Low Risk, Significant Confidence	Low Risk, Significant Confidence
Proposed Cost	\$141,080,422	\$168,699,826
Evaluated Cost	\$143,024,054	\$155,376,240

AR, Tab 24, Revised Source Selection Decision Document (SSDD), at 4, 8, 15.

The contracting officer,⁵ who was also the source selection authority, found that Battelle’s proposal was more highly rated than Laulima’s under the technical factor. Id. at 17. The contracting officer identified numerous advantages for the protester’s proposal as compared to the awardee’s, primarily based on its successful performance of the incumbent contract, and noted that “[i]f Battelle were awarded this contract, it is expected that its standard of performance would be maintained at the current exceptional level.” Id. Despite the advantages provided by the protester’s proposal, the contracting officer concluded that they were not “sufficient to support the substantial cost premium demanded by Battelle.” Id.

NIAID awarded the contract to Laulima on October 4, 2019. COS at 2. The agency provided a written debriefing to Battelle the same day. Protest (B-416263.5) at 3. This protest followed.

DISCUSSION

Battelle raises four primary arguments: (1) the agency’s corrective action with regard to the technical factor evaluation failed to obtain a consensus of the individual evaluators, and also unreasonably evaluated Laulima’s ability to perform the RFP requirements;

⁴ For the technical factor, the agency assigned proposals a rating of exceptional, good, satisfactory, marginal, or unsatisfactory. RFP at 79-80. For the past performance factor, the agency assigned proposals a rating of low, moderate, or high risk, as well as a rating of high confidence, significant confidence, satisfactory confidence, unknown confidence (neutral), little confidence, or no confidence. AR, Tab 21, Past Performance Evaluation, at 2.

⁵ The contracting officer responsible for the current award is a different individual from the contracting officer responsible for the first two awards and the corrective action in response to the protests of those awards. Memorandum of Law (MOL) at 3.

(2) the agency unreasonably evaluated the awardee's past performance, particularly with regard to its proposed subcontractors; (3) the agency unreasonably evaluated the realism of the awardee's proposed direct labor costs; and (4) the agency's source selection decision failed to follow the RFP's award criteria. For the reasons discussed below, we find no basis to sustain the protest.⁶

The evaluation of an offeror's proposal is a matter within the agency's discretion. National Gov't Servs., Inc., B-401063.2 et al., Jan. 30, 2012, 2012 CPD ¶ 59 at 5. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. 22nd Century Techs., Inc., B-413210, B-413210.2, Sept. 2, 2016, 2016 CPD ¶ 306 at 8. Agencies must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's evaluation criteria. Cubic Applications, Inc., B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218 at 7. A protester's disagreement with the agency's judgment in its determination of the relative merit of competing proposals, without more, does not establish that the evaluation was unreasonable. Veterans Evaluation Servs., Inc. et al., B-412940 et al., July 13, 2016, 2016 CPD ¶ 185 at 8-9.

Technical Factor Evaluation

Battelle argues that NIAID's evaluation of Laulima's proposal under the technical factor during the most recent corrective action was unreasonable because the agency did not reconvene the technical evaluation panel (TEP) that conducted the initial evaluations. The protester further argues that, based on the concerns raised by TEP evaluators who were critical of Laulima's experience and capabilities, the agency should have assigned the awardee's proposal a lower adjectival rating. For the reasons discussed below, we find no basis to sustain the protest.

Corrective Action and TEP Consensus

The RFP advised that "[i]n accordance with 42 C.F.R. 52h⁷, Non-Government personnel will be utilized as reviewers in the evaluation." RFP at 51. The RFP further advised that "[t]he acceptability of the technical portion of each research contract proposal will be

⁶ Battelle also raises other collateral arguments. Although we do not address every argument, we have reviewed them all and find no basis to sustain the protest.

⁷ These regulations address the use of scientific peer review groups for the evaluation of research grant applications, and research and development contract projects. See 42 C.F.R. 52h.1-12.

evaluated by a” TEP.⁸ Id. at 54. The TEP was to evaluate offerors’ proposals under the four factors of the technical approach factor, and to prepare a “summary adjectival rating . . . for the Offeror’s technical proposal.” Id. at 77.

The TEP was comprised of “seven ad hoc members from private industry and academia.” MOL at 1. As part of the agency’s first corrective action in response to Battelle’s initial protest (B-416263.1), “six of the original seven members of the [TEP] reconvened to reevaluate the technical proposals.” Id. During Battelle’s challenge to the second award, the protester argued that the agency’s assignment of a good rating to Laulima’s proposal was unreasonable because the rating was inconsistent with the TEP members’ findings. Supp. Protest (B-416263.3), Dec. 31, 2018, at 2, 15-16.

In response to Battelle’s second protest (B-416263.2, B-416263.3), the agency stated that its corrective action would include “prepar[ing] a consensus technical evaluation report consistent with the evaluation criteria.” Agency Notice of Corrective Action, Feb. 17, 2019, at 1. As part of the second corrective action, the contracting officer’s representative (COR) “reviewed the TEP’s score sheets and comments for consistency with the evaluation criteria.” MOL at 3. The agency, however, did not reconvene the TEP for the purpose of obtaining consensus adjectival ratings. The COR and contracting officer prepared a report addressing the weaknesses noted by the TEP evaluators, and documented their basis for agreeing or disagreeing with the members’ evaluations. AR, Tab 18, COR & Contracting Officer (CO) Evaluation Review.

Battelle argues that NIAID’s evaluation of Laulima’s proposal was unreasonable because the TEP was not reconvened and did not prepare a consensus evaluation. Protest (B-416263.5) at 20. NIAID’s notice of corrective action did not specifically state that the agency would reconvene the TEP for the purpose of preparing a consensus evaluation. See Agency Notice of Corrective Action, Feb. 17, 2019, at 1. Nonetheless, as set forth in detail below, even assuming the agency’s proposed corrective action can be interpreted as a commitment by the agency to reconvene the TEP and obtain a consensus evaluation, we find no basis to conclude that the protester could have been prejudiced by such a failure to do so.

Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency’s improper actions, it would have had a substantial chance of receiving the award. DRS ICAS, LLC, B-401852.4, B-401852.5, Sept. 8, 2010, 2010 CPD ¶ 261 at 21-22. As discussed above, the RFP stated that the TEP would prepare a “summary adjectival rating” for proposals under the technical evaluation factor. RFP at 77. Our Office has explained, however, that evaluation scores--be they numeric or adjectival--are merely guides to intelligent decision making. enrGies, Inc., B-408609.9, May 21, 2014, 2014 CPD ¶ 158 at 8. A source selection authority may disagree with or disregard evaluators’ findings,

⁸ The RFP refers to a technical evaluation committee, whereas the evaluation record and the agency’s response to the protest calls the group the TEP.

provided the basis for his or her judgment is reasonable and documented. The Arcanum Grp., Inc., B-413682.2, B-413682.3, March 29, 2017, 2017 CPD ¶ 270 at 6.

Here, the record shows that the COR and contracting officer reviewed the findings of individual TEP evaluators concerning Laulima's proposal, including concerns that were potentially inconsistent with the assignment of a rating of good. AR, Tab 18, COR & CO Evaluation Review, at 1-21. Although the RFP provided for the evaluation of technical proposals by a TEP comprised of individuals from outside the government, the RFP did not require the agency to accept their findings or prohibit the agency from disagreeing with these findings. Because, as discussed next, the agency reasonably addressed the conflicting evaluations and documented the basis for the final evaluation of Laulima's proposal, we find no basis to conclude that the protester could have been prejudiced by the lack of a final consensus prepared by the TEP.

TEP Member Evaluations

Battelle next argues that the COR's review of the TEP members' findings failed to reasonably reconcile all conflicting evaluations regarding Laulima's experience performing work in a biosafety level 4 (BSL-4) environment. The protester primarily argues that two of the six evaluators who participated in the second round of evaluations identified concerns with the awardee's proposal that should have precluded the assignment of a rating of good. The protester argues that "Laulima's lack of experience operating and managing any BSL-4 facility similar to the IRF rendered it incapable of providing the corporate experience and technical approach that the RFP required." Protest (B-416263.5) at 21.

The RFP advised that the work at the IRF "may involve a Highly Pathogenic Agent (HPA)" warranting a BSL-3 or higher, and that the contractor will be required to follow biosafety guidelines, including the current edition of Biosafety in Microbiological and Biomedical Laboratories. RFP at 30. The biosafety guidelines set forth four ascending levels for safe handling and containment of infectious microorganisms and hazardous biological materials, referred to as biosafety levels 1 through 4. Centers for Disease Control and Prevention, Biosafety in Microbiological and Biomedical Laboratories (5th Ed.) at 4, <https://www.cdc.gov/labs/pdf/CDC-BiosafetyMicrobiologicalBiomedicalLaboratories-2009-P.PDF> (last visited Jan. 16, 2020). These biosafety levels "consist of combinations of laboratory practices and techniques, safety equipment, and laboratory facilities." Id. at 24.

The lowest level, BSL-1, "represents a basic level of containment that relies on standard microbiological practices with no special primary or secondary barriers recommended, other than a sink for hand washing." Id. at 25. BSL-2 applies to practices, equipment, and facilities "in which work is done with the broad spectrum of indigenous moderate-risk agents that are present in the community and associated with human disease of varying severity." Id. BSL-3 applies to practices, equipment, and facilities "in which work is done with indigenous or exotic agents with a potential for respiratory transmission, and which may cause serious and potentially lethal infection." Id. at 26.

BSL-4 applies to practices, equipment, and facilities that “are applicable for work with dangerous and exotic agents that pose a high individual risk of life-threatening disease, which may be transmitted via the aerosol route and for which there is no available vaccine or therapy.” Id.

The SOW stated that the IRF is a “specialized biocontainment facility with the appropriate infrastructure to support basic research and animal studies with various infectious disease agents including those requiring the highest level of biocontainment, (BSL-4), to evaluate therapeutics, vaccines and diagnostics as well as natural history and pathogenesis associated with these agents.” SOW, at 1. The SOW identified three categories of day-to-day operations requirements for the IRF: (1) scientific services, (2) animal care and technical services; and (3) administrative services. Id. at 5. As relevant here, the first category included imaging services, such as computed tomography, magnetic resonance imaging, single positron emission computed tomography, and positron emission tomography technologies. Id. The RFP also described the various imaging requirements as part of the “core” work of the IRF. RFP at 4.

The TEP members prepared evaluations for each offeror’s proposal. See AR, Tab 15, TEP Evaluator Sheets; COS at 2. As part of the agency’s first corrective action, six of the seven original TEP members reviewed and updated their evaluations. MOL at 1; COS at 4. For Laulima’s technical proposal, two TEP members assigned exceptional ratings, two assigned good ratings, one assigned a satisfactory rating, and one assigned a marginal rating. AR, Tab 15, TEP Evaluator Sheets, at 2, 9, 19, 32, 40, 51.⁹ In the absence of a consensus report prepared by the TEP members, the COR and contracting officer reviewed the TEP findings that were prepared in connection with the agency’s first corrective action. AR, Tab 18, COR & CO Evaluation Review, at 2; COS at 4-6. Based on this review, they concluded that the awardee’s proposal merited an overall rating of good.¹⁰ Id.

Battelle argues that the agency failed to give adequate consideration to concerns raised by two of the six TEP evaluators who participated in the second corrective action. The protester contends that these evaluators identified weaknesses and significant weaknesses regarding the awardee’s BSL-4 experience and capabilities that were inconsistent with a rating of good.

⁹ The agency provided a single PDF document comprised of all of the evaluator forms; citations to this document are to the PDF pages.

¹⁰ The RFP defined a rating of good as follows: “The proposal demonstrates [a] good understanding of requirements and has an above average probability of successful contract performance. The proposal has significant strengths, contains no deficiencies, but has one or more significant weaknesses that can be corrected without a major revision.” RFP at 79.

Evaluator 1 found that Laulima's proposal reflected experience managing operations in a BSL-4 environment, and assigned strengths for this experience under the corporate experience, technical approach, key scientific and technical personnel, and program and project management evaluation subfactors. AR, Tab 15, TEP Evaluator Worksheets, at 19-27. For example, under the corporate experience subfactor, evaluator 1 found that Laulima's proposal merited a strength based on its corporate experience "managing research operations in a maximum containment [BSL-4], high security Select Agent environment at [the United States Army Medical Research Institute of Infectious Diseases (USAMRIID)]." Id. at 20. This evaluator also found, however, that the awardee's proposal did not reflect experience with the SOW's requirement for imaging in a BSL-4 environment. Id. at 20-25. The evaluator cited concerns with this lack of experience under the corporate experience, technical approach, and key scientific and technical personnel subfactors. Id. The evaluator concluded that Laulima's proposal "has several strengths," and that it also had significant weaknesses "that can be corrected without a major revision," including the concern regarding BSL-4. Id. at 28. Based on these strengths and significant weaknesses, the evaluator assigned the awardee's proposal an overall rating of satisfactory for the technical factor. Id.

Evaluator 2 found that the awardee's corporate experience at USAMRIID was not comparable to the RFP's requirements because, in the evaluator's view, the awardee's proposal misstated Laulima's leadership role in its contract for USAMRIID. Id. at 33. This evaluator also identified a concern based on the lack of BSL-4 experience for Laulima's proposed veterinary medicine program manager. Id. at 35. The evaluator concluded that these weaknesses, along with identified strengths, merited the assignment of a marginal rating for the technical factor. Id. at 38.

As part of the agency's second corrective action, the COR and contracting officer reviewed the evaluations of the TEP members, including the two whose ratings are cited by the protester. With regard to Laulima's experience, the agency acknowledged the challenges of working in a BSL-4 environment, and that a lack of experience in this area is a weakness. AR, Tab 18, COR & CO Evaluation Review, at 11. The agency also acknowledged that, although Laulima has experience managing operations at a facility that involves BSL-4 environments and experience with imaging in BSL-2 environments, Laulima lacks experience with imaging requirements in a BSL-4 environment. See id. at 11-12, 15-16.

The agency concluded that Laulima would nonetheless be able to successfully perform the contract based on its experience working with BSL-4 environments at USAMRIID, and the experience of its subcontractor Tunnell Government Services, LLC, which performed imaging work in a BSL-4 environment as a subcontractor to Battelle on the incumbent contract. Id. The agency noted that "Laulima has experience recruiting and training individuals to work in BSL-2, BSL-3 and BSL-4 environments," and that they have "proposed incumbent imaging staff that have experience working in a high containment environment." Id. at 15. In response to evaluator 2's concern that Laulima

may have inaccurately described its role supporting USAMRIID, the COR stated that the past performance information received from USAMRIID supported the awardee's description of its work there with regard to performance in a BSL-4 environment. Id. at 12, 16.

With regard to the veterinary program manager candidate, the COR and contracting officer's review acknowledged that this individual does not have BSL-4 experience. Id. at 19. The agency nonetheless found that the individual "appears well qualified," and noted that the individual performing under the incumbent contract did not have BSL-4 experience when hired. Id.

Based on their review, the COR and contracting officer concluded that Laulima's proposal merited a rating of good for the technical factor. COS at 4-6. The source selection decision concurred with the assignment of a good rating to Laulima's proposal. AR, Tab 24, Revised SSDD, at 6. The contracting officer acknowledged the weaknesses identified by the TEP discussed above, but did not find that they provided a basis to assign deficiencies or significant weaknesses. See id. at 7, 10.

We conclude that the agency reasonably reviewed the TEP members' evaluations regarding the BSL-4 imaging experience and veterinary program manager candidate and concluded that the weaknesses identified were neither significant, nor constituted deficiencies. The record shows that the agency understood the concerns identified by the evaluators, and that the agency documented its basis for finding that the weaknesses were consistent with an overall rating of good for the technical evaluation factor. Although the protester disagrees with the agency's judgment concerning the significance the weaknesses, and how they should have been weighed in the assignment of adjectival ratings, we find that the record does not provide a basis to sustain the protest.

Past Performance

Battelle argues that NIAID unreasonably evaluated Laulima's past performance. The protester primarily contends that the agency improperly considered and gave unreasonable weight to the past performance of the awardee's proposed subcontractors. For the reasons discussed below, we find no basis to sustain the protest.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of agency discretion which we will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. Cyber Protection Techs., LLC, B-416297.2, B-416297.3, July 30, 2018, 2018 CPD ¶ 270 at 6. In conducting a past performance evaluation, an agency has discretion to determine the scope of the offerors' performance histories to be considered, provided all proposals are evaluated on the same basis and consistent with the solicitation requirements. Guam Shipyard, B-311321, B-311321.2, June 9, 2008, 2008 CPD ¶ 124 at 3.

The RFP required offerors to submit “[a] list of the last 3 contracts completed during the past Three years and ALL CONTRACTS AWARDED currently being performed that are similar in nature to the solicitation workscope.” RFP at 55. As relevant here, the RFP provided that offerors could submit past performance information “regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition,” and further stated that “[f]or the purposes of this solicitation, a ‘major subcontract’ is defined as any agreement for supplies or services over \$750,000 to be delivered in performance of the main contract.” Id.

NIAID assigned Laulima’s proposal a rating of low risk/significant confidence under the past performance factor. AR, Tab 21, Past Performance Evaluation, at 6. The agency found that “[a]lthough Laulima submitted numerous references documenting its experience providing scientific and administrative services, along with animal care and technical services, it had no prior experience operating an entire high containment facility.” Id. The initial evaluation of Laulima’s past performance therefore “largely was based” on the past performance of two of the awardee’s proposed subcontractors, Ke’Aki Technologies, LLC, and Tunnell Government Services, LLC. Id.

During the corrective action that preceded the current award, the agency contacted USAMRIID to clarify the work performed by Laulima and Ke’Aki, as there was “some confusion” concerning their respective roles. Id. Based on the information received, the agency confirmed that the rating had been properly assigned. Id. at 7. In this regard, the SSDD concluded that “Laulima and its subcontractors have provided a multitude of scientific support, including working with BSL-4 reagents and other agents in high containment environments for both civilian and military agencies of the Government, and performed technical and administrative work of a similar nature as defined by the IRF SOW.” AR, Tab 24, Revised SSDD, at 16.

Ke’Aki’s Past Performance

Battelle does not challenge the agency’s evaluation of Ke’Aki’s performance, but argues that the agency should not have considered the past performance of this firm because its proposed work does not meet the RFP’s requirement for a “major subcontract.” Protester’s Comments, Nov. 25, 2019, at 28-29. The protester contends that the RFP limited past performance consideration to subcontractors proposed to perform \$750,000 of work “in performance of the main contract,” and notes that the contract awarded to Laulima states that Ke’Aki will perform work not to exceed \$380,071 during the base period, and not to exceed \$5,646,987 during the base plus option periods. Id. (citing AR, Tab 25, Laulima Contract, at 5). NIAID’s evaluation stated that the agency interpreted the term “main contract” to mean the “prime contract,” and that the \$5.6 million overall work proposed for Ke’Aki qualified that firm as a major subcontractor. AR, Tab 21, Past Performance Evaluation, at 7; see also Hearing

Transcript, Feb. 14, 2019, at 76:17-77:20 (explaining that the agency understood the term “main contract” to mean “prime contract.”).

The protester acknowledges that the RFP did not define the term “main contract,” but contends that it should be interpreted to mean the base period. Protester’s Comments, Nov. 25, 2019, at 29. For this reason, the protester argues that Ke’Aki’s proposed work did not meet the \$750,000 threshold for consideration of that firm’s past performance.

We conclude that the protester’s argument lacks support in the RFP. The protester does not point to any part of the RFP which defines “main contract” as the “base period,” nor does the protester provide any citation to show that the agency’s interpretation is inconsistent with the solicitation. Instead, the RFP and SOW consistently use the term “base period” to refer to the 2-year period during which the contractor is obligated to perform. RFP at 19, 50; SOW at 3, 29. We conclude that the agency reasonably interpreted the term “main contract” to mean the base period and options of the prime contract, and therefore reasonably found Ke’Aki to be a major subcontractor based on its expected work in excess of \$5.6 million. For this reason, the agency reasonably considered Ke’Aki’s past performance.

Tunnell’s Past Performance

Battelle argues that NIAID unreasonably found that Tunnell’s past performance record supported the agency’s assignment of a low risk/significant confidence rating for Laulima’s proposal. Protester’s Comments, Nov. 25, 2019, at 30. The agency noted that although it did not receive any past performance references that were “directly relevant to the scope of work for this solicitation,” the agency was nonetheless aware of Tunnell’s performance as a subcontractor to Battelle on the incumbent contract, where it performed imaging in a BSL-4 environment. AR, Tab 21, Past Performance Evaluation, at 7; see also Tab 18, COR & CO Evaluation Review, at 10-12, 15. The agency states that it was “reassured by Tunnell’s proposal to provide a lead virologist, an imaging lead, histology technicians, histology lab management, electron microscopy, study implementation, scientific support, and study support technicians, among other services.” AR, Tab 21, Past Performance Evaluation, at 7.

Battelle first contends that although the agency was aware of Tunnell’s performance on the incumbent contract, this information should not have been considered because the awardee did not provide information regarding this offeror’s performance record in its proposal. Protester’s Comments, Nov. 25, 2019, at 30. The RFP, however, specifically advised that “references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror’s past performance.” RFP at 56. Moreover, our Office has explained that an agency is generally not precluded from considering any relevant past performance information, including the evaluators’ personal knowledge of an offeror. TPL, Inc., B-297136.10, B-297136.11, June 29, 2006, 2006 CPD ¶ 104 at 9; NVT Techs., Inc., B-297524, B-297524.2, Feb. 2, 2006, 2006 CPD ¶ 36 at 5.

Next, Battelle argues that--assuming the agency should have ignored the past performance records of Laulima and Ke'Aki--the agency could have only based its evaluation of Laulima's past performance on the work performed by the awardee's other major subcontractor, Tunnell. Protester's Comments, Nov. 25, 2019, at 30. The protester contends that Tunnell's performance as a subcontractor to Battelle on the incumbent contract involved "only 11 of more than 100 positions," and should therefore have not been considered adequate to justify, on its own, a low risk/significant confidence rating. Id.

For the reasons discussed above, we find no basis to conclude that the agency should have ignored the past performance records of Laulima or Ke'Aki. See AR, Tab 24, Revised SSDD, at 16. We therefore find that the premise of the protester's argument--that Tunnell's performance record, alone, could not justify a low risk, high confidence rating--lacks merit. In sum, we find no basis to sustain the protester's challenge to the evaluation of Laulima's past performance.

Cost Realism Evaluation

Battelle argues that NIAID unreasonably evaluated the realism of Laulima's proposed costs for direct labor, specifically those rates¹¹ that were below the incumbent contract rates.¹² Protest (B-416263.5) at 16-18. For the reasons discussed below, we find no basis to sustain the protest.

When an agency evaluates a proposal for the award of a cost-reimbursement contract, an offeror's proposed costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. Federal Acquisition Regulation (FAR) §§ 15.305(a)(1), 15.404-1(d); CSI, Inc.; Visual Awareness Techs. & Consulting, Inc., B-407332.5 et al., Jan. 12, 2015, 2015 CPD ¶ 35 at 5-6. Consequently, the agency must perform a cost realism analysis to determine the extent to which an offeror's proposed costs are realistic for the work to be performed. FAR § 15.404-1(d)(1); Noridian Admin. Servs., LLC, B-401068.13, Jan. 16, 2013, 2013 CPD ¶ 52 at 4. An agency is not required to conduct an in-depth cost analysis, or to verify each and every item in assessing cost realism; rather, the evaluation requires the

¹¹ References to rates are to the annual salaries proposed by offerors for each labor category.

¹² Battelle also argued that the agency's evaluation of Laulima's proposed costs contained mathematical errors, failed to account for transition costs, and failed to account for the passage of time since the last submission of revised proposals. Protest (B-416263.5) at 16, 18-19. Although the agency responded to these arguments in its report on the protest, Battelle's comments on the agency report did not address them. See MOL at 11 n.4, 15. We consider these arguments abandoned and therefore dismiss them. Bid Protest Regulations, 4 C.F.R. § 21.3(i)(3) ("GAO will dismiss any protest allegation or argument where the agency's report responds to the allegation or argument, but the protester's comments fail to address that response.").

exercise of informed judgment by the contracting agency. Cascade Gen., Inc., B-283872, Jan. 18, 2000, 2000 CPD ¶ 14 at 8; see FAR § 15.404-1(c). Our review of an agency's cost realism evaluation is limited to determining whether the cost analysis is reasonable; a protester's disagreement with the agency's judgment, without more, does not provide a basis to sustain the protest. Imagine One Tech. & Mgmt., Ltd., B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 14-15.

Untimely Challenges

In addition to Battelle's challenges to the evaluation of Laulima's proposed direct labor rates that were lower than the protester's proposed rates, the protester's comments on the agency report also raise additional arguments: (1) the agency failed to adjust the protester's proposed rates that were lower than the independent government cost estimate (IGCE), and (2) the awardee improperly categorized certain individuals with regard to their status under the Service Contract Act. Protester's Comments, Nov. 25, 2019, at 19, 21-24. Battelle was aware of the basis for these arguments at the time it filed its October 14, 2019, protest of the current award because it previously raised them in its December 31, 2018, supplemental protest challenging the second award. See Supp. Protest (B-416263.3) at 28-30. The protester knew that the agency's proposed corrective action that resulted in the most recent award did not propose to update the IGCE, and the protester also knew that the offerors were not permitted to revise their proposals. See Agency Notice of Corrective Action, Feb. 17, 2019, at 1. Despite having this information, the protester did not raise these two arguments in its initial protest challenging the most recent award to Laulima. See Protest (B-416263.5) at 15-19.

Where an agency takes corrective action in response to a protest, the protester may file a new protest if it is dissatisfied with the results of the outcome, provided the new protests meets the requirements of our Bid Protest Regulations. See Booz Allen Hamilton, Inc., B-414822.5, Oct. 13, 2017, 2017 CPD ¶ 315 at 2. Where, however, a protester knows or should know of the basis for an argument, it may not raise a general argument in its initial protest and then raise additional specific arguments in its comments on the agency report that could have been raised. People, Tech. & Processes, LLC, B-417208, Mar. 21, 2019, 2019 CPD ¶ 113 at 12. Here, the protester's approach of identifying specific arguments in its initial protest, and then raising additional arguments in its comments, constitutes a piecemeal approach that is inconsistent with the timeliness rules of our Bid Protest Regulations. See Open Tech. Grp., Inc., B-416313, B-416313.2, Aug. 2, 2018, 2018 CPD ¶ 273 at 5 n.2. We therefore dismiss these additional arguments as untimely because they were not raised within 10 days of when the protester knew or should have known of their basis. 4 C.F.R. § 21.2(a)(2).

Evaluation of Direct Labor

The SOW requested cost data for 105 positions under different labor categories, and the agency's cost realism evaluation reviewed each offeror's proposed direct labor rates

for these positions.¹³ AR, Tab 19, Cost Realism Evaluation, at 2. The agency's evaluation relied on a comparison of the offerors' proposed direct labor rates to the IGCE, salary survey data from the commercial websites Glassdoor.com and Payscale.com,¹⁴ and direct labor rates from the incumbent contract. Id. at 2-3; Tab 20, Cost Analysis Calculations, Labor Sheet. The agency found that the offerors proposed nearly identical amounts for direct labor for the first contract year: \$[DELETED], or an average direct labor rate of \$[DELETED], for Laulima, and \$[DELETED], or an average direct labor rate of \$[DELETED], for Battelle.¹⁵ AR, Tab 19, Cost Realism Evaluation, at 2-3; Tab 20, Cost Analysis Calculations, Labor Sheet. The agency found that both offerors' proposed directed labor costs were realistic, and did not make any cost realism adjustments to either offeror's proposed direct labor costs. AR, Tab 19, Cost Realism Evaluation, at 2-3.

Battelle argues that NIAID's cost realism evaluation should have adjusted all of Laulima's proposed rates that were lower than the incumbent rates.¹⁶ Protest (B-416263.5) at 18. To the extent the protester argues that the agency was required to mechanically adjust all proposed direct labor rates that were below the level currently billed on the incumbent contract, we find no merit to this argument. An agency is not required to adjust an offeror's proposed labor rate simply because it does not mirror the government cost estimate or the incumbent's proposed rates. ABSG Consulting, Inc.,

¹³ Certain labor category entries and salary survey data points were duplicates, due to the RFP's requirement for multiple positions within the same labor category. AR, Tab 20, Cost Analysis Calculations, Labor Sheet.

¹⁴ Glassdoor.com is a commercial website that lists employment information such as job postings, company reviews, and salary reports. Glassdoor.com website, [glassdoor.com/about-us](https://www.glassdoor.com/about-us) (last visited Jan. 13, 2020). Payscale.com is a commercial website that provides data about compensation. Payscale.com website, [payscale.com/about](https://www.payscale.com/about) (last visited Jan. 13, 2020).

¹⁵ The source selection decision document noted that the primary difference between the offerors' proposed costs was based on the protester's [DELETED]. AR, Tab 24, Revised SSDD, at 14.

¹⁶ The protester notes that the RFP also included FAR provision 52.222-46, which requires an agency to evaluate whether offerors will obtain and keep the quality of professional services needed for adequate contract performance, and to evaluate whether offerors understand the nature of the work to be performed. RFP at 71. Such an evaluation concerns, among other things, the realism of the proposed direct labor rates. See MicroTechnologies, LLC, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 6. Because the protester's arguments concern only the direct labor rates in the offerors' proposals, i.e., the salaries to be paid to employees, we view our discussion of the realism of the proposed direct labor rates as addressing both the realism of these rates in the context of the agency's general cost realism analysis as well as the agency's evaluation of compensation.

B-407956, B-407956.2, Apr. 18, 2013, 2013 CPD ¶ 111 at 9; Wyle Labs., Inc., B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 6. Moreover, the record shows that the protester's own proposed labor rates, which the agency also did not adjust, were lower than those on the incumbent contract for over 30 of the 105 labor categories evaluated as part of the agency's cost realism evaluation. AR, Tab 20, Cost Analysis Calculations, Labor Sheet.

Next, Battelle argues that NIAID's evaluation improperly relied on salary survey information from the commercial website Glassdoor.com. Protester's Comments, Nov. 25, 2019, at 17-18. The agency's evaluation cited Glassdoor.com and Payscale.com salary survey data for 26 of the 105 positions reviewed in the cost realism analysis. AR, Tab 20, Cost Analysis Calculations, Labor Sheet. As our Office has explained, agencies may reasonably consider commercial salary survey website data as part of the evaluation of the realism of proposed direct labor costs. See Agile Def., Inc., B-415774, B-415774.2, Mar. 13, 2018, 2018 CPD ¶ 110 at 9-10. However, an agency's reliance on commercial salary survey data is not reasonable if the data is not comparable or contains flaws that render the comparisons unreasonable. See MicroTechnologies, LLC, supra, at 13-14 (citation to commercial salary for evaluation of the realism of labor rates was unreasonable where the agency compared burdened rates to unburdened rates).

The protester contends that the agency's consideration of commercial salary website data was unreasonable, because reference to such data is discouraged by the Defense Audit Contracting Agency (DCAA). Protester's Comments, Nov. 25, 2019, at 18 (citing DCAA Contract Audit Manual, Ch. 6 § 6-414.3(g)(1), www.dcaa.mil/Home/CAM (last visited Jan. 13, 2020)). The guidance cited, however, is for use by DCAA personnel, and is not a mandatory or binding regulation for procuring agencies. On this record, we find no basis to conclude that the agency improperly considered salary data from Glassdoor.com (or Payscale.com) as part of its cost realism analysis. See Agile Def., Inc., supra.

Next, the protester argues that the agency's cost realism evaluation was unreasonable because the evaluation did not list a comparable incumbent rate for 25 labor categories. The agency explains that "[d]ue to vacancies on the incumbent contract, the agency did not have salary information for all individuals." Agency Response to GAO Questions, Jan. 8, 2020, at 3. The protester argues that the agency's response is inadequate or inaccurate, as it is unlikely that there were so many vacancies at the time the agency evaluated proposals, or the agency could have used an invoice for a period when no vacancy was identified. Protester's Comments, Jan. 13, 2020, at 5-6.

We agree with the protester that the agency does not meaningfully explain why it lacked data for so many of the incumbent rates.¹⁷ Agencies, however, are not required to

¹⁷ We note that, even if the protester were correct that the agency had more information available, the protester had this information as well and could have provided it to our

follow any particular cost realism evaluation method, or evaluate offerors' proposed costs using every possible method of analysis. Quantech Servs., Inc., B-408227.8, B-408227.9: Dec 2, 2015, 2015 CPD ¶ 380 at 8. Here, despite the lack of data for the positions cited by the protester, the agency considered other data from the IGCE, the protester's proposed rates and the commercial websites, Glassdoor.com and Payscale.com, for these positions. See AR, Tab 20, Cost Analysis Calculations, Labor Sheet.¹⁸ We therefore find no basis to conclude that the agency's evaluation was unreasonable.

Next, with regard to specific direct labor rates, the protester notes that Laulima proposed 13 labor categories that were lower than the rates proposed by Battelle. Protester's Comments, Nov. 25, 2019, at 20. The agency's cost realism analysis identified three of those rates for further analysis, each of which was more than 50 percent lower than the protester's proposed rate. First, Laulima proposed the [DELETED] labor category at \$[DELETED], as compared to \$[DELETED] for Battelle. AR, Tab 19, Cost Realism Evaluation, at 2; Tab 20, Cost Analysis Calculations, Labor Sheet. The agency concluded that this proposed rate was realistic because it was within the \$45,000 to \$101,000 range listed in the commercial website survey data for this labor category. Id. Second, Laulima proposed the [DELETED] labor category at \$[DELETED], as compared to \$[DELETED] for Battelle. AR, Tab 19, Cost Realism Evaluation, at 2; Tab 20, Cost Analysis Calculations, Labor Sheet. The agency concluded that this proposed rate was realistic because it was within \$79,000 to \$125,000 range listed in the survey data for [DELETED]. Id. Third, Laulima proposed the [DELETED] labor category rate at \$[DELETED], as compared to \$[DELETED] for Battelle. AR, Tab 19, Cost Realism Evaluation, at 2; Tab 20, Cost Analysis Calculations, Labor Sheet. The agency concluded that this proposed rate was realistic, even though it was not within \$79,000 to \$125,000 range listed in the survey data for [DELETED] because it was within what the agency described as "market range." Id.

Based on this record, we find no basis to conclude that the agency's evaluation of the realism of the awardee's proposed rates for the [DELETED] or [DELETED] labor categories was unreasonable, in light of the agency reliance on available salary survey data. Although the awardee's proposed rates are at the low end of the salary survey data, we think the agency was within its discretion to conclude that the proposed rates were realistic. With regard to the proposed rate for the [DELETED], the record shows that the awardee's proposed rate was lower than the low end of the salary survey data. We conclude, however, that even if there should have been an upward adjustment of

Office to demonstrate whether the incumbent rates were above or below the rates proposed by Laulima.

¹⁸ The cost realism evaluation contains only two entries for which there was no IGCE, commercial website survey data, or incumbent rate--both of which were for a [DELETED]. AR, Tab 20, Cost Analysis Calculations, Labor Sheet. For both of these positions, however, the awardee proposed a higher rate than the protester (\$[DELETED] for Laulima, \$[DELETED] for Battelle). Id.

the [DELETED] rate to the salary survey range, this adjustment over the 7.5 years of the total possible performance period (base period, five options, and a 6-month option to extend) would not be a significant amount in light of the overall \$12.4 million evaluated cost difference between the offerors' proposals. We therefore find no basis to conclude that, even if the evaluation for this position was unreasonable, the protester could have been prejudiced by the agency's actions. See DRS ICAS, LLC, supra.

Next, Battelle argues that NIAID unreasonably found that the similarity in the offerors' proposed average direct labor rates supported its finding that both offerors' costs were realistic. See AR, Tab 19, Cost Realism Evaluation, at 3. With regard to Laulima, the agency noted that "this is a cost reimbursement contract [where] the proposed labor rates are not fixed rates." Id. For this reason, the agency concluded, "[i]f Laulima hires the incumbent employees, Laulima has the ability to negotiate higher salaries on some positions and lower salaries on others as needed to implement its total compensation plan." Id. In essence, the agency believed that the total proposed direct labor cost was realistic based on the assumption that, while some rates may need to be increased, the awardee could also negotiate lower rates for positions that were proposed at "much higher" rates than the IGCE or the incumbent rates.¹⁹ See id. at 2-3.

We agree with the protester that the similarity between the offerors' total direct labor or average direct labor rates does not necessarily establish that either offeror's proposed costs were realistic. Protester's Comments, Nov. 25, 2019, at 17. In this regard, it is possible for two offerors to propose the same overall amount for direct labor, where: (1) the first offeror proposes realistic rates for all labor categories, and (2) the second offeror proposes very high labor rates for some positions and unrealistically low rates for other positions. Under such a scenario, the agency would be obligated to upwardly adjust the second offeror's proposed costs, but not the first offeror's costs.

NIAID's observations about the similarity of the offerors' overall proposed direct labor costs, and the possibility that some of the awardee's rates might be adjusted within the overall proposed labor amount, would not have excused the agency from conducting a meaningful evaluation of the offerors' proposed direct labor rates. As discussed above, however, the agency evaluated the individual labor rates, and we conclude that none of Battelle's arguments show that the agency unreasonably evaluated the offerors' proposed direct labor rates in a manner that could have prejudiced the protester.

An agency's cost realism analysis need not achieve scientific certainty, but the methodology employed must be reasonably adequate and provide some measure of confidence that the rates proposed are reasonable and realistic in view of other cost information reasonably available to the agency as of the time of its evaluation. Raytheon Co., B-417731, B-417731.2, Oct. 3, 2019, 2019 CPD ¶ 350 at 5.

¹⁹ In this regard, the awardee's proposed rates were higher than the protester's for more than 60 of the 105 rates evaluated by the agency. See AR, Tab 20, Cost Analysis Calculations, Labor Sheet.

On this record, we find no basis to conclude that the agency's observation that the awardee proposed to hire incumbent personnel at rates above those paid on the incumbent contract, and that some downward adjustments might occur, provides a basis to question the agency's otherwise reasonable cost realism evaluation. In sum, we find no basis to sustain the protester's challenge to the evaluation of the awardee's proposed costs.

Award Decision

Finally, Battelle argues that the source selection decision was flawed because it failed to follow the RFP's award criteria. For the reasons discussed below, we find no basis to sustain the protest.

As a general matter, source selection officials enjoy broad discretion in making tradeoffs between the comparative merits of competing proposals in a best-value setting; such tradeoffs are governed only by the test of rationality and consistency with the solicitation's evaluation criteria. Coastal Int'l Sec., Inc., B-411756, B-411756.2, Oct. 19, 2015, 2015 CPD ¶ 340 at 14. Where a solicitation provides for a tradeoff between cost and non-cost factors, even where cost is the least important evaluation factor, an agency may properly select a lower-cost, lower-rated proposal if the agency reasonably concludes that the cost premium involved in selecting a higher-rated, higher-cost proposal is not justified in light of the acceptable level of technical competence at a lower cost. ADNET Sys., Inc., B-413033, B-413033.2, Aug. 3, 2016, 2016 CPD ¶ 211 at 17. A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. Id.

The RFP provided that the non-cost evaluation factors were "significantly more important" than cost. RFP at 77. The contracting officer acknowledged that Battelle's proposal was more highly rated than Laulima's, but found that it "did not reveal any novel approaches or unpriced benefits." AR, Tab 24, Revised SSDD, at 17. Specifically, the contracting officer found that "Battelle has an advantage over Laulima with no transition risk and trained staff with knowledge of the IRF requirements and day-to-day activities, as well as extensive experience providing outbreak support in Africa," but concluded that "these types of advantages would be expected in any competition involving a successfully performing incumbent contractor." Id. The contracting officer also found that "[if] Battelle were awarded this contract, it is expected that its standard of performance would be maintained at the current exceptional level." Id.

The contracting officer also acknowledged that "Laulima's proposal does present some transition/start-up delay," but found that the awardee "has minimized this factor by proposing incumbent staff for critical positions and reducing the transition timeline to a [DELETED] schedule." Id. Additionally, the award decision notes that Laulima "proposes to hire many incumbent staff who have knowledge of operations at the IRF and direct BSL-4 operating experience," and that "[w]hile other candidates proposed by Laulima do not have BSL-4 experience, they have been evaluated by a technical panel

as skilled, qualified, and able to be trained in BSL-4 operations and procedures as specified in the RFP.” Id.

The contracting officer concluded, based on the evaluation of the offerors’ proposals, that “Laulima’s Good technical rating and low risk assessment, combined with its lower cost, presents the overall best value to the Government.” Id. The contracting officer specifically noted that the RFP provided that the non-cost factors were more important, but found that “the Government cannot completely ignore cost, nor pay a substantial premium where, as here, the premium provides no significant added benefit to the Government.” Id. at 16-17. The contracting officer identified the comparative advantages of the protester’s proposal under each evaluation factor and subfactor, but concluded in each case that they did not merit the cost premium as compared to the awardee’s proposal. Id. at 10-16. For example, the contracting officer found that although Battelle had “[e]xceptional” corporate experience, and a clear advantage over Laulima based on that experience, the awardee’s proposal nonetheless reflected an “acceptable level of technical competence . . . at a much lower price.” Id. at 11.

On this record, we find that NIAID meaningfully considered the benefits offered by Battelle’s higher-cost proposal as compared to Laulima’s lower-cost proposal, and reasonably concluded that the benefits were not worth the cost premium. Although the protester argues that the agency should have given more weight to the advantages offered by its proposal, we find no basis to conclude that the protester’s disagreement with the agency’s judgement demonstrates that the award decision departed from the RFP’s criteria. See ADNET Sys., Inc., supra.

The protest is denied.

Thomas H. Armstrong
General Counsel