

DOCUMENT RESUME

03599 - [A2E13648]

[Protest Against Evaluation of Proposal]. B-186391. September 7, 1977. 17 pp.

Decision re: GTE/IS Facilities Management Corp.; by Robert F. Keller, Deputy Comptroller General.

Issue Area: Federal Procurement of Goods and Services (1900).
Contact: Office of the General Counsel: Procurement Law II.
Budget Function: General Government: Other General Government (806).

Organization Concerned: Computer Sciences Corp.; National Aeronautics and Space Administration: Goddard Space Flight Center, Greenbelt, MD.

Authority: 55 Comp. Gen. 787. 54 Comp. Gen. 562. 54 Comp. Gen. 570-71. 56 Comp. Gen. 291. 54 Comp. Gen. 775. 54 Comp. Gen. 612. 54 Comp. Gen. 614. 54 Comp. Gen. 783. B-187982 (1977). E-187197 (1976). E-186391 (1977). B-180795 (1974). B-182558 (1975). 4 C.F.R. 20.2(b).

The protester objected to the denial of its technical proposal claiming that the record did not demonstrate that the evaluation was unreasonable or inconsistent with the stated evaluation factors. It was not improper for the agency to adjust the proposed costs to reflect the agency's estimated cost of correction of evaluated deficiencies in the protester's technical proposal. There was no requirement that awards be made to two or more contractors. (Author/SC)

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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-186301

DATE: September 7, 1977

MATTER OF: GTE/IS Facilities Management Corporation

DIGEST:

1. Protest of agency's technical evaluation of proposal is denied where record does not demonstrate that evaluation was unreasonable or inconsistent with stated evaluation factors. Listing in solicitation of only major evaluation criteria does not preclude consideration of subordinate factors reasonably encompassed within major criteria.
2. Where solicitation specifically provided that costs would be adjusted for realism to determine probable cost to Government, including any improvements to be required by Government, it was not improper for agency to adjust proposed costs to reflect agency's estimated cost of correction of evaluated deficiencies in protester's technical proposal.
3. Allegation that agency improperly failed to point out weaknesses during oral discussions to enable their correction through proposal revision is without legal merit where agency acted in accordance with regulation prohibiting such action because of danger of technical "leveling".
4. Validity of allegation that protester was misled by contracting officer into believing that alternate proposals submitted after date for receipt of initial proposals would not be considered is not established by record.
5. RFP provision that two or more contracts were to be awarded for five separate areas of work did not require that awards be made to two or more contractors. Provision was intended to allow offerors to compete for portion of work and not to prevent award to same offeror for all portions of work.

Introduction and Background

GTE/IS Facilities Management Corporation (GTE) protests the evaluation of that firm's proposal by the National Aeronautics and Space Administration (NASA) under request for proposals (RFP) No. 5-19300-153, issued by the Goddard Space Flight Center (GSFC), Greenbelt, Maryland. GTE asserts that NASA "committed several serious errors in its evaluation of proposals" and that "absent such errors, [GTE] would have been selected for * * * award * * *."

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The procurement was for on-site and off-site programming and analysis support services for five functional areas identified as (1) Mission Support; (2) Spacecraft Control; (3) Information Processing; (4) Scientific Data; and (5) Scientific Application. The RFP provided for a cost-plus-award fee contract for a basic period of 24 months, and two options to extend the period of performance by 24 and 12 months respectively.

The RFP specified that the Government intended to award a minimum of two and a maximum of five contracts; one or more awards were to be made on the first three functional areas, and one or more awards were to be made for the fourth and fifth areas. Offerors were instructed to prepare a separate technical and cost proposal for each functional area for which consideration was desired. While proposals submitted in response to the RFP were required to be based upon the technical/professional level of effort set forth therein, alternate proposals were permitted if an offeror felt that the work could be accomplished more efficiently with organizational plans, staffing, or management other than described in the RFP.

The RFP provided that proposals would be evaluated against three primary criteria classifications described as "mission suitability", "cost", and "other factors". Under the classification of "mission suitability", the RFP set forth four main factors--contract staffing, technical approach, project management, and personnel services and facilities--as well as phase-in plan.

With regard to "cost", the RFP stated that cost proposals would be evaluated to assess the realism of the proposed cost and "to determine the probable cost to the Government including any improvements to be required by the Government."

"Other Factors" were described as factors other than mission suitability and cost, and included organization and management, business systems, financial capability, company experience and past performance, labor relations, compliance with request for proposals, and "additional factors pertinent to the procurement." These factors were neither weighted nor scored, but were to be evaluated only to determine offerors' acceptability or lack thereof.

GTE submitted proposals for Areas 4 and 5 only. After evaluating the GTE proposals and those submitted by Computer Sciences Corporation (CSC), the incumbent contractor and the only other offeror for Areas 4 and 5, NASA determined that the CSC proposals were more

advantageous to the Government, and CSC was selected for negotiations leading to award. The salient portions of NASA's account of the evaluation and selection are set forth below:

"GTE proposed in areas 4 and 5 * * *. Both proposals are considered marginally acceptable. The division of project management functions between the Project Manager and Technical Supervisor is considered a major weakness. In addition, the technical area performance was considered weak due to fragmented work definition and planning procedures, ill defined work monitoring techniques, and weak reporting procedures.

"In area 4, the Project Manager is considered weak and eight of sixteen senior resumed personnel fail to meet the RFP requirements.

"The Project Manager proposed for area 5 is considered to be very weak.

"[GTE's] plan for Phase-In was considered by the Board to be unacceptable. The type of resumed personnel being offered, the large number of staff to be hired, and the lack of understanding does not give any confidence that Phase-In can occur without causing an adverse impact to the on-going work.

* * * * *

"In area 4, GTE submitted the lowest estimated cost plus fee proposal for both the two year and five year periods. The Board's assessment of the probable cost of performance resulted in an increase in both GTE's cost and CSC's cost for both periods. As a result the should cost estimate of CSC's proposal became lower than GTE's for the two year period, exclusive of Phase-In costs for GTE.

"In area 5, GTE submitted the lowest estimated cost plus fee proposal for both the two and five year periods. The Board's assessment of the probable cost of performance resulted in an increase in both GTE's and CSC's cost for both periods. GTE remained low in both periods.

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"CSC's acceptable alternate proposal for the combination of area 1, 2, and 3 contained lower overhead rates than for each area proposed separately. The acceptable alternate which combined all five areas contained a still lower overhead rate. No direct comparison could be made between CSC alternates and proposals submitted by any other proposer.

"In the category of Other Factors, all of the firms were evaluated as satisfactory. The evaluation of this category produced no significant discriminators. It was noted by the Board, however, that in area 5, GTE proposed a substantial number of resumed personnel from their Goddard Institute for Space Studies (GISS) and National Space Sciences Data Center contracts. The proposal provided no assurance that transferring a large percentage of these personnel from GISS and the Data Center would not be disruptive or not adversely affect the on-going operation. On the other hand, an alternate solution for identifying and assigning properly qualified personnel was not proposed.

* * * * *

"Area 4 - Scientific Data

"CSC was selected for negotiations based on the clear superiority of its technical proposal. CSC's proposed cost and fee, after SEB estimates were added to both proposals, is slightly lower than GTE.

"Area 5 - Scientific Application

"CSC was selected for negotiations based on the clear superiority of its technical proposal. The substantial difference in technical score more than offsets CSC's somewhat higher estimated cost and fee, both before and after SEB estimates were added.

"In addition, CSC submitted an acceptable alternate proposal covering areas 1-5 which offered a lower cost and fee than the sum of each individual CSC proposal. In light of this cost savings and CSC's clear technical superiority in each area, this alternate was selected as the basis for negotiation of contracts covering areas 1, 2, and 3 and areas 4 and 5."

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GTE objects to NASA's findings regarding the purported weaknesses in its proposals. It also objects to the propriety of NASA's adjusting GTE's proposed costs to reflect those perceived weaknesses. It further asserts, in connection with the technical findings and cost adjustments, that NASA failed to properly utilize oral discussions [which] rendered such discussions meaningless. In addition, GTE asserts that it was misled by NASA into not submitting an alternate proposal subsequent to oral discussions which ultimately worked to its prejudice and gave CSC an unfair advantage. Finally, GTE states that the selection of CSC for award was contrary to the RFP's statement that at least two contracts would be awarded because CSC had also been selected for award of a contract covering areas 1, 2, and 3.

Technical Evaluation

A major weakness in the GTE proposals, in the view of the NASA evaluators, concerned the qualifications of the personnel proposed by GTE. NASA, on the basis of both the resumes submitted with the proposals and the subsequent oral discussions, found the proposed project managers to be weak and other personnel to be deficient with respect to prior experience or education. In particular, the evaluators found that the resumes did not indicate the extent of certain prior experience, indicated experience which the evaluators believed was not directly relevant to the jobs for which individuals were being proposed, indicated experience which was not "current", or reflected inadequate educational qualifications.

GTE takes exception to virtually all of NASA's findings. GTE states that the experience which NASA found not to be relevant in fact was relevant, and that the resumes did provide sufficient information but that if NASA had any questions in this regard, they could have easily been taken care of through oral discussions. GTE further suggests that NASA's evaluation of relevant experience was inconsistent with the RFP because while the RFP required an employee to have "experience in the area in which he will perform," NASA evaluated on the basis of experience in the particular job capacity proposed for the individual. GTE also objects to any deficiency rating resulting from experience evaluated as not current because the RFP "fails to state how recent experience has to be to be regarded as current and neglects to mention what type of current experience is needed * * * (Must the experience be in the substantive area in which the employee is to perform or at the same level at which the employee is resumed?)."

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We have reviewed the resumes at issue against the various requirements of the RFP in light of the objections interposed by GTE. We find nothing legally objectionable with respect to the evaluation of the resumes. NASA's determinations as to the relevancy and sufficiency of a particular individual's qualification necessarily involve a considerable degree of subjectivity.

We feel the record demonstrates that the evaluation of submitted resumes was thorough and was conducted in good faith with due regard to what was discernible from the resumes themselves. The fact that NASA's evaluation took into account prior experience in the proposed job categories, along with the recentness of that experience, does not contravene anything in the RFP. We think the RFP statements adequately put offerors on notice of the general areas in which resumes would be evaluated, and it is well settled that an RFP need not set forth with specificity the subfactors to be evaluated as long as they are reasonably subsumed within the general evaluation areas. See Iroquois Research Institute, 55 Comp. Gen. 737 (1976), 76-1 CPD 123; Checchi and Company, B-187982, April 4, 1977, 77-1 CPD 232 and cases cited therein.

With regard to NASA's alleged failure to properly utilize oral discussions to clear up the problems with the resumed individuals, GTE, in support of its contention that had NASA sought clarification it would have found that the resumed personnel met and surpassed the requisite qualifications of the RFP, submitted additional information pertaining to the qualifications of its proposed personnel.

The RFP advised offerors that this procurement would be conducted in accordance with NASA Procurement Regulation Directive (PRD) 70-15, (Revised) which provides that where the meaning of a proposal is clear, and where the evaluators have enough information to assess its validity, a weakness inherent in an offeror's management, engineering or scientific judgment may not be discussed; it is only where NASA feels a proposal is unclear that it is required to seek further clarification or substantiation. We have recognized the validity of this approach to oral discussion in connection with the need to avoid technical transfusion or leveling in cost-reimbursement type contracts. See Dynalectron Corporation, et al., 54 Comp. Gen. 562, 570-1 (1975), 75-1 CPD 17.

The record clearly establishes that NASA adhered to the requirements of PRD 70-15. In the cases of two proposed personnel, uncertainties as to the quality of their experience (on the basis of their resumes) were

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pursued during the oral discussion sessions during which NASA posed hypothetical questions in an effort to better ascertain the extent of their technical experience. In other instances NASA felt on the basis of the resumes submitted, that other proposed individuals could be evaluated without any need to pursue the discerned weaknesses with GTE. Since GTE was on notice of NASA's discussion approach, and since it is the responsibility of an offeror to submit a clear and complete proposal, Joanell Laboratories, Incorporated, 56 Comp. Gen. 291, (1977), 77-1 CPD 51; Servrite International, Ltd., B-187197, October 8, 1976, 76-2 CPD 325, we think GTE must suffer the consequence of not having included sufficient information in the proposal.

Other GTE weaknesses, in NASA's view, concerned the proposed utilization of a quality assurance supervisor to assist the project manager in both Area 4 and Area 5 and the proposed project organization.

GTE takes exception to NASA's conclusion that the division of project management functions between the project manager and quality assurance supervisor was a major weakness. GTE denies that it proposed such a division, contending that the quality assurance supervisor was proposed strictly as a subordinate of the project manager and was to have no management responsibilities other than those of any other technical supervisor. GTE states that it resumed two technical supervisors in both Area 4 and 5, but was not asked if one of these would be the key technical man to support the project manager. It further states that it was unrealistic for the project manager to be the key technical man in addition to maintaining responsibility for technical reviews, personnel administration, weekly progress reports, etc., and that GTE therefore was merely responding to the realities of the project requirements. GTE further contends that CSC has for a number of years utilized the identical project organization and designated a technical supervisor as a quality assurance supervisor with the same responsibilities proposed by GTE for its quality assurance supervisor. GTE asserts that the oral discussions and its subsequent proposal revision of March 3, 1976 should have left no doubt that it did not propose an additional person to support the project manager.

NASA's position is as follows:

"* * * GTE/IS stated in their letter of March 3, 1976:

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"In recognition of the administrative and overall management demands on the Project Manager, [GTE] has proposed Project Manager(s) with the technical background and management abilities to perform at this level. [GTE] has proposed a Quality Assurance Supervisor who would function as the Technical Director for each area. In practice, the Quality Assurance Supervisor would be unburdened by the required administrative functions associated with managing the contract and would devote full time and attention to functions such as task estimating, task monitoring, and overall technical quality assurance. In organizing in this manner, GTE can assure that the business-oriented aspects of running the contract are not compromised by the technical demands.

"The TAC felt that this response from GTE/IS after orals was an attempt to bolster the technical image of the company and to relieve the Project Manager of technical duties which he seemed unable to properly conduct based on his performance at orals. The TAC findings indicate that the split responsibility between management and technical duties will unacceptably degrade overall problem resolving ability and will critically dilute project control. A Project Manager must have knowledge of the area which he manages and this responsibility and related authority cannot be delegated. It is true that two technical supervisors were resumed in both Area 4 and 5 and that GSFC did not ask if one of these supervisors would be the key technical man to support the Project Manager, because GSFC was unaware until after orals (letter of March 3, 1976) that GTE/IS was proposing this project structure. The TAC was acutely concerned about the technical qualifications and directly-related experience of the person who would serve as the significant technical leader, and this concern was demonstrated by the questions addressed to the proposed Project Managers at orals. If the TAC had been aware of the project structure to be proposed by the letter of March 3 subsequent to orals, a resume of the Quality Assurance Supervisor would have been requested and he would have been questioned at orals if uncertainties

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regarding his directly-related experience had existed subsequent to resume evaluation. The requirement for the Project Manager to be a proposed 'key' person was not only to insure general management competence, but also to insure technical competence. If the main technical role is delegated, there no longer is a proposed 'key' person guaranteed for that role.

"The statement that CSC utilizes the same project organization is false. The same generalized questions presented by Mr. Barksdale to the GTE/IS Project Manager were presented to the CSC Project Manager. GTE/IS states: 'In organizing in this manner [GTE] can assure that the business-oriented aspects of running the contract are not compromised by the technical demands.' It is felt that the 'business aspects' should not be compromised; but just as importantly, the technical aspects should not be compromised.

"The requirements of a Project Manager completely in charge of both technical and business aspects with lower level tasks in both areas being delegated to appropriate personnel must remain."

GTE further excepts to NASA's finding that it lacked a sufficiently detailed project organization. GTE states that it was improperly criticized for fragmented work definition and planning procedures, ill-defined work monitoring techniques, and weak reporting procedures. GTE contends it clearly indicated that its organization would adhere to clear lines of authority as soon as NASA indicated the number and specifics of tasks to be proposed. Since the RFP did not enumerate either the number of current descriptions of task, GTE argues that only the incumbent could define a project organization with any more specificity.

NASA, however, states that the deficiencies found in GTE's proposal were not so much the product of insufficient knowledge of the number and nature of tasks but rather the manner in which it allocated proposed technical supervisors for various technical areas:

"The RFP described in some detail the various technical areas to be addressed. GTE/IS states that the exact number of tasks and the number of people on each task are not made known to the offeror via the RFP. This is

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true. However, the GTE/IS proposal for various functional areas indicates a severe misunderstanding of the work to be done in Areas 4 and 5. Most tasks will require a variety of functions and GTE/IS' proposal for having technical supervisors for various functions was evaluated as being unworkable. If the offeror had proposed technical supervisors for various technical areas, stating clearly that each technical area would involve a variety of functions, and if he had stated that he was not sure about the size and number of tasks in each technical area, this would have been acceptable. The functional areas proposed to be covered by technical supervisors were judged to be unacceptable for the specified environment. A typical task might involve a data technician, a programmer, and an analyst. With the proposed structure, three technical supervisors would be required on one task. The offeror states that in exceptional cases, a single task manager would be assigned to cover a task spanning more than one function. For effective management, these cases should be the rule rather than the exception, and treating them as exceptions is not acceptable. At orals, the offeror stated that these functional areas would be adjusted as tasks were received, but the proposed structure shows a lack of understanding of the kinds of tasks to be anticipated. (Note the placing of Production Processing off-site in Area 5.) This project structure shows a lack of understanding of the area. The statement that the functional organization will be changed to accommodate the needs of the task is not acceptable."

GTE and NASA obviously disagree both as to the efficacy of consolidating all management and technical duties in the project manager and as to the overall proposed management organization. GTE believes it is unrealistic to require the project manager to bear the burden of being the key technical man in addition to his managerial responsibilities and feels its proposed structure will render the project manager more efficient without abnegation of any of his managerial functions. NASA, on the other hand, believes that any split of responsibility between management and technical duties will unacceptably degrade over-all problem solving ability and dilute project control. As indicated above, the fact that GTE and NASA disagree does not render NASA's judgment unreasonable, and we see nothing in the record which suggests that NASA's evaluation was otherwise

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legally objectionable. Moreover, with respect to the management organization, we stated in Consultants and Designers, Inc., B-136391, April 29, 1977, 77-1 CPD 31, involving a protest against the award to CSC for Area 1, that:

"While one may disagree with NASA's view of what constitutes a good management system, we do not think the NASA view may be considered unreasonable."

Accordingly, we are unable to conclude that NASA's evaluation of GTE's proposal with respect to these areas was arbitrary or otherwise improper.

GTE objects to NASA's conclusion that its phase-in plan was unacceptable because it proposed to "capture" a substantial number of CSC's employees currently employed under that firm's incumbent contract for this requirement. GTE contends that it proposed to "capture" less than one-third of the senior personnel in Areas 4 and 5, and such a percentage was demonstrably realistic in light of GTE's alleged capture rate in excess of 80 percent for similar Goddard contracts. GTE further objects to NASA's downgrading its proposal because it failed to propose a back-up plan, since the RFP did not require a back-up plan and even if it had, it would have been unnecessary in view of GTE's "conservative" capture proposal.

NASA advises that GTE's phase-in plan was downgraded because seven out of the sixteen resumed personnel submitted for Area 4 did not meet requirements, and while the resumed individuals proposed for Area 5 exceeded requirements, they covered adequately only a few of the areas described by the Statement of Work. NASA's reservations as to whether the proposed number of incumbent senior personnel could in fact be acquired, coupled with the fact that no back-up plan was provided in the event of failure, led to NASA's having "serious doubts that GTE will be able to phase-in to this contract in a satisfactory manner."

We find no basis for disagreeing with NASA's conclusions. Moreover, we note that although proposals (other than the incumbent's) were evaluated for phase-in, the over-all technical scores did not reflect that evaluation. In view thereof GTE's relative technical scoring was not affected by NASA's conclusions regarding phase-in plan.

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GTE also charges that NASA improperly evaluated its proposal by considering the impact of a possible award for either Area 4 or 5 or for both on other contracts which GTE is currently performing for NASA. GTE points out that this was not an evaluation factor set out in the RFP; that the RFP did not preclude offerors from offering resumes of personnel working on other current NASA contracts; that the proposed personnel were not critical to those contracts on which they were already working; and that permission had been received to include three of them in the proposals.

The record shows that this information was presented for information purposes to the source selection official (SSO). While it is not ascertainable from the record to what extent the SSO was concerned with this information, it is clear that the information was presented under the classification of "Other Factors" and that GTE received the adjective rating of "acceptable" for "Other Factors." Accordingly, it appears that the matter had no adverse impact on GTE's technical score.

In short, we point out that it is not the function of this Office to evaluate proposals in order to determine their relative technical merits. TGI Construction Corporation, et al., 54 Comp. Gen. 775 (1975), 75-1 CPD 167; Techplan Corporation, B-180795, September 16, 1974, 74-2 CPD 169; Decision Sciences Corporation, B-182558, March 24, 1975, 75-1 CPD 175. The contracting agency is responsible for determining which technical proposal best meets its needs, since it must bear the major burden for any difficulties incurred by reason of a defective evaluation. Training Corporation of American, B-181539, December 13, 1974, 74-2 CPD 337. Accordingly, we have consistently held that procuring officials enjoy "a reasonable range of discretion in the evaluation of proposals and in the determination of which offeror or proposal is to be accepted for award," and that such determinations are entitled to great weight and must not be disturbed unless shown to be unreasonable or in violation of the procurement statutes or regulations. METIS Corporation, 54 Comp. Gen. 612, 614-5 (1975), 75-1 CPD 44; Riggins and Williamson Machine Company, Incorporated, et al., 54 Comp. Gen. 783 (1975), 75-1 CPD 168; B-178220, December 10, 1973. As indicated in the above discussion, we find nothing in the technical evaluation which warrants disturbing NASA's selection.

Cost Adjustment

The RFP provided that cost proposals would be evaluated to:

"(a) assess the realism of the proposed cost, and
(b) determine the probable cost to the Government
including any improvements to be required by the
Government."

Acting pursuant to this provision, NASA made various cost adjustments to the GTE proposals to reflect the inadequacies found in the technical evaluation. GTE objects to most of the adjustments.

The following adjustments were made:

In Area 4--the salaries for man-years at the GS-13 level were added to GTE's proposed costs, representing the estimated support GTE would require from senior NASA personnel because its own resumed personnel failed to comply with RFP education and experience requirements.

--the salaries for five man-years at the GS-13 level were added to represent the additional NASA support GTE would require because it was found to be weak in the area of performing scientific analysis or processing data from scientific experiments.

--GTE revised its proposal to add a quality assurance technical supervisor to assist the project manager. However, the revised cost proposal failed to reflect his salary; NASA estimated that about half of his time would be spent assisting the project manager. Consequently, NASA added half the average technical supervisor salary burdened with GTE's overhead and G&A for two years.

In Area 5--the project manager was considered deficient. It was NASA's opinion that one man-year of expertise equivalent to a senior level GS-15 would be required to assist the project manager before he could assume total responsibility without assistance. This salary was added unburdened.

--unburdened salaries for eight man-years at the GS-14 level were added because NASA found the proposal lacking in understanding of the problems involved in Area 5 and estimated that additional assistance equal to 20 percent of the total effort would be required to elevate performance to an acceptable level.

--salaries for two man-years at the GS-14 level were added, representing the senior level expertise NASA believed would be required before GTE would be able to handle without assistance all the tasks which arise under Area 5..

GTE argues that the addition of the foregoing costs was improper because the RFP failed to provide for such an evaluation factor; that other offerors were not subjected to this particular adjustment process; that NASA failed to discuss the perceived weaknesses with GTE and permit it to correct the weaknesses by the substitution of individuals more acceptable to NASA with a voluntary increase in its proposed cost to account for the substitution; and that the allegedly improper adjustment to GTE's cost proposal resulted in a "double accounting" procedure since NASA had already downgraded GTE's technical score.

We do not find these adjustments to be contrary to the RFP. As we noted above, the RFP specifically provided that cost proposals would be evaluated, inter alia, to determine the probable cost to the Government including any improvements to be required by the Government. In this regard, both NASA's Source Evaluation Board (SEB) Manual and PRD 70-15 (Revised) instruct the SEB to estimate the impact on cost that would result from the elimination of correctable weaknesses. NASA reports that this requirement exists because "[t]o make an informed and intelligent decision, the SSO [Source Selection Official] must have before him the deficiency, the Government's assessment of its correctability, and the estimated cost of correction." We have previously considered this NASA evaluation approach, finding that no unfairness is involved and that the approach is a reasonable implementation of the requirement to evaluate cost realism when the award of a cost reimbursement contract is contemplated. B-178667, December 24, 1973. We have also stated that "it is not necessarily improper to penalize an offeror twice for a single deficiency under two separate evaluation criteria." Iroquois Research Institute, supra, at 793.

It is true that other proposals were not subjected to this particular type of cost adjustment. NASA reports, however, that there was no reason for it to do so since the CSC proposals revealed no technical deficiencies, and offerors (for Areas 1, 2, or 3) were found significantly lower in mission suitability than CSC with estimated costs materially higher than CSC's. It was only the GTE proposals which offered a lower cost than CSC's, and thus it was only the GTE proposals which realistically required the adjustment in order to present the SSO with a comprehensive analysis of cost impact.

Concerning NASA's failure to conduct "meaningful discussions" by pointing out "weaknesses" during orals so that GTE could correct them by substitution of more acceptable personnel, it appears from

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the record that NASA regarded the "weaknesses" as inherent in GTE's management, engineering or scientific judgment, or as the result of GTE's lack of competence or inventiveness in preparing its proposal. As pointed out above, NASA PRD 70-15 (Revised) specifically requires that such weaknesses not be pointed out during discussions because of the danger of leveling competing proposals. The record affords us no basis for disputing NASA's judgment regarding the danger of leveling in this case.

Single Award

GTE alleges that NASA improperly failed to award a portion of the work to a second source, contending that it was NASA's stated intention to seek to break CSC's dominant position in GSFC work through enhanced competition. GTE alleges that this intention was expressed both in the RFP itself and in statements made by NASA personnel at a pre-proposal conference.

This allegation is virtually identical to that made by Consultants and Designers, Inc., in its protest against the selection of CSC for Area 1. In our decision on that protest, B-186391, supra, we rejected arguments that NASA had committed itself to making an award to two or more contractors. We stated:

"It is clear to us from the award provision and comments of the SEB Chairman that the intent was to preclude an evaluation of proposals based on all five areas of work and not to preclude award to one offeror for all areas of work if that offeror submitted the most advantageous proposal for each of the five areas of work. We find no basis to sustain C&D's interpretation of the RFP award provision."

Alternate Proposals

GTE states that it was advised it would not be permitted to submit an alternate proposal after oral discussions but that CSC was permitted to do so. According to an affidavit submitted by a GTE official, the contracting officer advised him that an alternate proposal submitted after the time for best and final offers would be considered a late proposal which NASA might choose not to consider, and that all alternate proposals must be submitted as initial submissions to be accepted. GTE states that, as a result,

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it "very hurriedly" prepared an alternate proposal for submission by the initial due date, and NASA's rejection of that proposal "could well have resulted from" this "last-minute preparation" necessitated by the contracting officer's statement.

The contracting officer, in a rebuttal affidavit, states that he did advise the GTE official that a late alternate proposal might or might not be accepted in accordance with the provisions of the RFP but did not say that a late proposal would definitely be unacceptable. NASA further points out that such a statement would have been contrary to NASA Procurement Regulation § 3-802-4(c) as well as the RFP, which provide that late proposals may be accepted if it would be to the Government's advantage to do so.

From this record, of course, it cannot be determined precisely what GTE was told by the contracting officer. We think it likely, however, that GTE may have misunderstood the contracting officer, since we think it doubtful that the contracting officer would have provided advice contrary to the regulations and RFP provisions. Moreover, we think GTE, certainly not a novice with respect to NASA and other agency procurements, should have sought clarification of what it understood to be the contracting officer's position. In any event, NASA reports that contractor selection was not based on any offeror's alternate proposals. We are unable to conclude that NASA acted improperly in connection with this issue. Accordingly, we find no merit to GTE's contention.

Other Issues

GTE has raised certain other issues concerning the technical evaluation and the conduct of oral discussions. From GTE's own submissions, these matters appear to be untimely and therefore will not be considered on the merits. 4 C.F.R. § 20.2(b) (1977).

Conclusion

The record suggests that there are many areas of good faith disagreement between NASA and GTE. Particularly on the technical evaluation area, there is obviously room for various judgments, some inconsistent with others, without any of those judgments being arbitrary or capricious. Our review of the record of this procurement

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does not reveal any action on the part of NASA which was contrary to law or regulation, without a reasonable basis, or otherwise improper. Consequently, the protest is denied.

W. K. ...
Deputy Comptroller General
of the United States