



Decision

Matter of: Westinghouse Electronic Systems Company
File: B-259255.6
Date: May 8, 1995

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DIGEST

1. Under a solicitation which contemplated additional development of proposed approach, protester's uniquely designed component, which it intended to test and evaluate in first phase of contract, was reasonably evaluated as posing problems of complexity, risk, and expense that exceeded any possible technical advantages, where evaluation criteria included simplicity and affordability as matters for consideration.
2. Evaluation of affordability of proposed approaches, which included use of learning curves and offerors' proposed costs to quantify cost of a representative set of hardware was reasonable and consistent with evaluation criteria which

*The decision issued on May 8, 1995 contained proprietary information and was subject to a General Accounting Office protective order. This version of the decision has been redacted. Deletions in text are indicated by "[deleted]."

emphasized efficiency, economy, and producibility of design. Protester's suggestion of an alternate methodology does not, by itself, establish that agency's methodology was unreasonable.

3. Agency's cost evaluation is not shown to be flawed where record establishes that costs attributable to component development were properly included; protester failed to furnish sufficient information to support either reduction of its [deleted] costs or reduction of [deleted] and awardee's proposal contained sufficient effort for continued design development.

4. Agency met its responsibility to conduct meaningful discussions by identifying areas of concern regarding protester's missile design and performance through discussion questions which reasonably led protester into areas of concern, and to the extent discussions were not meaningful, protester was not prejudiced.

DECISION

Westinghouse Electronic Systems Company (WELSCO) protests the proposed award of a contract to the Raytheon Company under request for proposals (RFP) No. DAAH01-94-R-0005, issued by the Department of the Army, for the Enhanced Fiber Optic Guided Missile (EFOG-M) Demonstration Program. WELSCO contends that the agency's technical and cost evaluations were flawed and that the agency failed to conduct meaningful discussions with WELSCO.

We deny the protest.

BACKGROUND

The EFOG-M system concept was developed by the Army to acquire a weapon system capable of destroying stationary and moving targets, under adverse weather conditions, beyond or obscured from the line of sight of a concealed gunner (soldier operator), with pin-point accuracy at a range of up to 15 kilometers (km). The weapon system consists of missiles, each equipped with a seeker to register images of the battlefield, which are fired from a vehicle-mounted launcher. The missile seeker transmits the battlefield images via a fiber optic cable which spools out from the missile and is connected to the launch vehicle. A gunner inside the vehicle monitors the missile's flight and selects an appropriate target.

¹Hughes Missile Systems Company and The Boeing Company have also filed protests against the proposed award. These protests are addressed in separate decisions.

Prior to issuing this RFP, in December 1988, the Army had awarded a full scale development contract for a predecessor to the EFOG-M system to The Boeing Company, with Hughes Missile Systems Company as the team member responsible for missile development. Because of significant cost growth and schedule slippage, this contract was terminated in January 1991. In preparation for a subsequent engineering and manufacturing development (EMD) solicitation, the Army awarded pre-demonstration/validation analysis contracts for the EFOG-M system to WELSCO, Raytheon, Hughes, and Boeing in September 1992. A draft EMD solicitation was issued in early 1993 to obtain contractor comments and a pre-solicitation conference was held in June 1993. However, in December 1993, the Department of Defense (DOD) selected the EFOG-M as one of several weapon system components to be demonstrated in the Rapid Force Projection Initiative (RFPI)/²EFOG-M Advanced Concept Technology Demonstration (ACTD).

Accordingly, when the Army issued the instant RFP on March 29, 1994, the RFP's Executive Summary advised offerors that it was for the EFOG-M demonstration program and not for an EMD program. The Summary described the goals of the RFPI and included the Army's assessment that the EFOG-M demonstrated a "precision standoff killer" capability for inclusion in the RFPI.

The EFOG-M program was divided into two phases, with Phase I emphasizing the EFOG-M concept via simulation and culminating in a "virtual prototype demonstration" scheduled for the last quarter of fiscal year (FY) 1995. The simulation hardware/software consisted of one stationary simulator each at two Army installations, one fire unit (FU) mobile simulator, ³one FU load of missile simulators, and one surrogate missile. During Phase I, the successful offeror

²ACTDs are programs designed to evaluate the utility and affordability of new technology in a realistic military environment. Prototype equipment using new, but relatively mature, technology is given to an active military unit in one or more services and evaluated by them during operation-level exercises. Evaluation of the technology is completed before deciding whether to acquire it through large scale production. The ACTD is expected to provide the user with a "residual" operating capability. That is, enough prototypes or demonstration models will be provided to allow the user to continue working with the technology.

³The surrogate missile was to be attached to a fixed-wing aircraft and flown in patterns simulating missile flight. The missile would transmit its observed images via radio transmission rather than along a fiber optic cable.

was required to commence preliminary design work on the EFOG-M hardware and software to support a design review (DR I) 9 months after contract award. One purpose of Phase I was to use the simulators to provide feedback for the design process.

Phase II included a 42-month option, to be exercised at DR I, for an EFOG-M design maturity and demonstration effort, and various other options for engineering support, additional hardware, and extended user evaluation support. Phase II also would provide hardware and software to support the RFPI/EFOG-M ACTD, scheduled for the third quarter of FY 1997 and another integrated demonstration in FY 1998. As part of Phase II, the contractor was to deliver 8 FUs, 2 platoon leader vehicles (PLV), 10 missiles, and an upgraded surrogate missile prior to the 1997 demonstration. An integrated product and process development (IPPD) team (government/contractor) approach was to be employed with an emphasis on using the best commercial practices for design and manufacturing, to ensure that future fielding to a tactical unit would be affordable.

The RFP contemplated award of a cost-plus-incentive-fee contract to a single contractor. The RFP included four separate statements of work (SOW) covering the different efforts required for both phases and all options. Each offeror was to submit a technical proposal addressing each SOW requirement and providing a quantification of technical performance parameters and sufficient design rationale to allow evaluation of the proposed approach. In the management proposal, each offeror was required to submit an engineering development master plan including its overall IPPD commitment and plan to demonstrate how EFOG-M hardware can be produced at an affordable cost. With regard to performance risk, offerors were required to submit a description of their government contracts, similar to the effort called for under the RFP, received or performed during the past 5 years. In the cost proposal, offerors were required to submit complete cost information for the contract line items (CLIN), rationales for costs, and other cost information.

Award was to be made to the offeror whose proposal represented the best value to the government based on four evaluation criteria: technical, management, cost, and performance risk. Technical was considered of significantly greater weight than the other areas individually and equal to their combined weights. Management and cost were considered of equal weight, with cost being somewhat more important than performance risk.

The technical area was to be evaluated on the basis of proposed concept, affordability, and three other elements.

The management area was to be evaluated on the basis of four elements including IPPD. Cost was to be evaluated on the basis of most probable cost (MPC). The options for additional missiles, FUs, and PLVs were evaluated at the highest quantity within each range, larger scale (production) quantities were not to be considered in the cost evaluation. The performance risk evaluation was to be based on the offeror's current and past record of performance and experience as it related to the probability of successful accomplishment of the required effort. Offerors were warned that unsupported promises to comply with the contractual requirements would not be sufficient. Proposals had to provide convincing documentary evidence to support any conclusionary statements related to promised performance.

Technical and management evaluations were expressed with the adjectival ratings, "excellent," "very good," "good," "satisfactory," "marginal," and "unacceptable." Performance risk was expressed with the ratings, "superior," "good," "fair," and "unacceptable." Risk ratings were expressed, from most to least desirable, as "low," "moderate," and "high."

Four offerors, WELSCO, Raytheon, Hughes, and Boeing submitted proposals by the June 1, 1994, closing date. On June 23, all four submitted revised proposals in response to amendment No. 0009, which included wholesale deletions of military specifications and standards, as well as reductions in hardware and software requirements and the performance period. Members of the source selection evaluation board (SSEB) and performance risk assessment group (PRAG) conducted the initial evaluations of each proposal and its revisions and issued various discussion questions to the offerors. Prior to the commencement of oral discussions in August, the SSEB/PRAG sent the offerors additional written questions and comments identified as items for negotiation. Oral discussions were conducted between August 8 and 12. The SSEB/PRAG reported their evaluation findings to the source selection advisory council (SSAC) at three in-process reviews (June 30, August 4, and September 12).

All four offerors submitted best and final offers (BAFO) on August 24. When the SSEB/PRAG presented its evaluation results to the SSAC on September 12, the source selection authority (SSA), who attended that briefing, determined that discussions should be reopened to address the offerors' degree of emphasis on IPPD. The offerors submitted their second BAFOs on September 21. The second BAFOs did not

⁴The SSAC is a senior-level advisory group which provided guidance and advice to the SSEB.

change the offerors' respective ratings. The final evaluation results for the offerors were as follows:

Offeror	Technical	Management	MPC	Risk
Raytheon	Very Good	Satisfactory	\$176 M	Low
WELSCO	Good	Good	\$231 M	Low
Hughes	Good	Satisfactory	\$187 M	Moderate
Boeing	Good	Satisfactory	\$174 M	High

In making his source selection, the SSA was briefed by the SSEB, and he reviewed the relative standing, including the evaluated advantages, disadvantages, and MPCs, of all offerors' proposals. The SSA determined that Raytheon's superior technical rating and second lowest MPC represented the best value to the government. Accordingly, he selected Raytheon for the award.

Prior to making the source selection, the Army notified all offerors that selection would be delayed pending finalization of the DOD Secretary's Program Decision Memorandum II which could have an impact on several Army programs in FY 1996. Subsequently, the Army decided to make the source selection, but delay contract award pending a DOD review of the Army's FY 1996 budget. The offerors were then notified of Raytheon's selection. After receiving this notice and a debriefing, WELSCO filed a protest alleging that the technical evaluation was inconsistent with the RFP requirements and that the agency did not conduct meaningful discussions with the protester. After reviewing the

⁵WELSCO also objected to the decision to select Raytheon prior to completion of the budget review process. WELSCO speculated that if the budget review resulted in a reduction of funds for EFOG-M, then the Army would have to reduce the scope of the program. Such a change would mean that the requirements on which the proposals were based would no longer represent the agency's minimum needs, necessitating proposal revisions prior to any selection. The Army explains that notwithstanding the need for a fiscal year 1996 budget review prior to awarding the contract, it has sufficient funds "in hand" to incrementally fund the required effort and that sufficient funds have been budgeted, programmed, or planned since the RFP was issued. Since the review has not been completed and the requirements have not been changed, we find that WELSCO's protest on this ground is speculative and premature. Accordingly, there is no basis for us to consider the allegation at this time.

(continued...)

agency report, WELSCO filed a supplemental protest alleging that the affordability and cost evaluations were flawed.

EVALUATION OF WELSCO'S SEEKER DESIGN

WELSCO proposed [deleted].

[Deleted.]

[Deleted.]

Although the relative merit of competing proposals is primarily a matter of administrative discretion, where the evaluation of proposals is challenged, we will examine the evaluation to ensure that it was reasonable and consistent with the evaluation criteria and applicable statutes and regulations. Information Sys. & Networks Corp., 69 Comp. Gen. 284 (1990), 90-1 CPD ¶ 203. Based on our review of the RFP, the evaluations, and the briefing records, we find that the evaluation was reasonable and consistent with the evaluation criteria.

The evaluation criteria provided that minimum performance requirements must be met and the extent to which an offeror's approach achieved the desired capabilities would be evaluated. With regard to the proposed concept, the most important of the technical area's elements, the RFP provided for evaluation of the design's performance and simplicity. Affordability was also a stated "key" concern in that a technical design fashioned for affordability would be considered desirable and representative of less performance risk. The evaluation of the affordability element included the reasonableness and utility of the affordability concept with respect to efficiency, economy, and producibility.

The SSEB, upon evaluating WELSCO's proposal, found both advantages and disadvantages in the proposed design, and concluded that the advantages in performance did not warrant the complexity, risk, and cost involved. [Deleted.]

WELSCO also contends that the evaluation was inconsistent with the ACTD procurement approach set forth in the RFP. WELSCO explains that an ACTD approach emphasizes flexibility and maximization of options for the user to analyze and from which the user may choose as it pursues a final product. It thus is distinguishable from an EMD approach which seeks

⁵(...continued)

See General Elec. Canada, Inc., B-230584, June 1, 1988, 88-1 CPD ¶ 512.

⁷[Deleted.]

development of a fixed "point design." According to WELSCO, the ACTD approach is complemented by use of the IPPD teams to address and resolve technical and other issues presented by the "inherent" flexibility in an ACTD approach. Using this analysis, WELSCO contends that the agency improperly evaluated its seeker design using an EMD approach. We disagree.

While the RFP did not require a fixed point design at the time of offer submission, that did not preclude the agency from considering the relative merits of various further development approaches. In this regard, the agency could reasonably view a proposal which was not based on extensive further development as more advantageous than others requiring such development. Conversely, the agency could decide that an offer involving more extensive further development was more advantageous than any other offer currently before it. All the agency did here was consider which proposal with its baseline design, and with due consideration of potential design changes during development, represented the best value.

AFFORDABILITY EVALUATION

In its initial affordability evaluation, the SSEB considered the maturity of the offeror's design and proposed manufacturing strategy to include producibility, fabrication, and acceptance test procedures. Particular emphasis was placed on how the offeror proposed to apply the affordability concept to large scale quantities of hardware, i.e., 301 to 3,180 missiles, 6 to 36 PLVs, and 14 to 133 FUs. The SSAC found this evaluation incomplete because it failed to consider the unit cost curve data submitted by the offerors and did not fully consider the impact of IPPD approaches. Accordingly, at the SSAC's direction, the SSEB revised the methodology to include the calculation of a platoon set cost (PSC), i.e., the cost of 4 FUs, 1 PLV, and 64 missiles, for each offeror. PSCs were derived for both the RFP and larger scale quantities and were based upon an evaluation of each offeror's proposed costs after application of learning curves. Once the PSCs were derived, they were adjusted to account for technical risk which could create unplanned cost increases. These technically adjusted PSCs were then subject to further adjustment based upon the offeror's IPPD rating. Raytheon was rated "very good" on the affordability element with evaluated PSCs of [deleted] (RFP quantities) and [deleted] (larger scale quantities). WELSCO was rated [deleted] on affordability with evaluated PSCs of [deleted] (RFP) and [deleted] (larger scale).

WELSCO contends that the agency's affordability evaluation was flawed because it relied on the offerors' proposed costs instead of the evaluated costs calculated in the MPC

evaluation. Thus, Raytheon, which proposed lower costs than did WELSCO, was allegedly able to "buy" a higher affordability rating. WELSCO has provided a recalculation of the affordability figures based on the use of MPC figures which result in evaluated PSCs for the protester which are lower than those of Raytheon.

The agency explains that it did not use MPC figures because it was emphasizing larger scale quantities which were not part of the MPC evaluation. The agency also was concerned that the risks attributable to the contract effort were distinguishable from the risk associated with the production of larger scale quantities and that it would be improper to consider both risks together.

Our Office will not question an agency's evaluation of proposals unless the agency deviated from the solicitation evaluation criteria or the evaluation was otherwise unreasonable. Payco Am. Corp., B-253668, Oct. 8, 1993, 93-2 CPD ¶ 214. In order to establish the unreasonableness of the evaluation, it is not enough that the protester merely disagrees with the agency's judgment or that the protester can point to alternative methodologies available to the agency; rather, the agency's evaluation must be shown to lack a reasonable basis. Id. We find the agency's evaluation was reasonable and did not deviate from the RFP's evaluation criteria.

The agency devised its evaluation technique in an attempt to quantify the affordability of large scale quantities of hardware, in the absence of any firm proposed prices for that hardware. Using proposed costs and proposed unit cost learning curve data, the SSEB derived a "proposed" first unit cost (FUC). It then applied what it considered to be appropriate learning curves (some of which were proposed by the offerors) to derive production unit costs. These costs were then combined to create the PSCs. Using the technical evaluations and further cost evaluations, the SSEB derived the cost of technical risks likely to be present in large scale production. The protester argues that it was appropriate to consider the costs associated with all risks, that is, those associated with the initial as well as production contracts. Here, however, the agency essentially attempted to level the field and give each party its best opportunity to demonstrate its affordability without the potential negative cost risks associated with development of the hardware.

The risks associated with the initial contract include numerous possible cost impacts due to underestimation of labor, material, or other direct costs (ODC) and forced adjustments for schedule risk as driven by program milestones. Once the contract was complete, any cost

associated with these risks would be paid and would be of little impact on the cost risks associated with large scale production. There, the risks would include "designed-in" risks associated with the particular approach selected for development. [Deleted.]

WELSCO's suggestion of an alternative method of quantifying affordability through the use of MPCs does not render the agency's methodology unreasonable. Payco Am. Corp., supra. Further, WELSCO's own MPC-based affordability calculations are flawed. The MPCs which it uses are based on the same FUCs derived by the agency, adjusted based on a percentage representing the difference between its proposed costs and MPC. The MPC costs it used took into account various cost adjustments which it argues should have been made by the cost evaluators. Since we find those adjustments inappropriate (see below), the WELSCO MPC figures do not provide an accurate basis for quantifying affordability. In this regard, Raytheon has submitted its own affordability calculations based on the MPC figures derived by the agency. Using these figures, Raytheon's adjusted PSCs remain lower than those of WELSCO. These differing results obtained by the parties and the agency based on each party's interpretation of the proposed costs do not provide a basis for concluding that the agency's evaluation was unreasonable.

WELSCO also challenges the agency's apparent provision of IPPD credit to Raytheon in calculating its PSC. This challenge is based on the evaluators' adjustment for whether and to what extent an offeror's evaluated IPPD approach would mitigate the technical risks. In this adjustment, a [deleted] IPPD rating would result in a 10-percent reduction of the technically adjusted PSC, while a [deleted] rating would result in no reduction.

The prices from which the SSEB derived a FUC for Raytheon's missiles were proposed by Raytheon on the basis of [deleted] its IPPD plan. The SSEB determined that only a [deleted] reduction was realistic. WELSCO argues that Raytheon's [deleted] IPPD score entitled it to a zero percent adjustment and that the [deleted] reduction was inappropriate, particularly in light of WELSCO's 10-percent reduction accompanying its [deleted] IPPD score. We disagree.

As explained by the agency, the [deleted] reduction concerns only the missile component of the PSC, while any IPPD adjustment is to be made to the entire PSC and represents the agency's assessment of further cost reductions due to the quality of the IPPD plan. Here, no overall IPPD adjustment was made to Raytheon's PSC--Raytheon received the zero percent adjustment that WELSCO argues it should have

received. Further, WELSCO itself obtained a reduction to its missile FUC based on its proposed pricing. While not denominated as due to an IPPD reduction, the SSEB used a WELSCO proposed [deleted] which reduced the protester's missile price by that amount. Thus, WELSCO received a greater benefit than did Raytheon: a reduction in both its missile price and an overall reduction based on its [deleted] IPPD score. WELSCO's significantly higher proposed costs and not any improper IPPD reduction of one aspect of the Raytheon PSC led to WELSCO's relatively higher PSC.

THE COST EVALUATION

WELSCO contends that the agency's cost evaluation was flawed for various reasons. WELSCO argues that had the agency conducted its cost evaluation properly, Raytheon's MPC would be significantly higher [deleted] and the protester's significantly lower [deleted] placing WELSCO in line for award. The evaluation of competing cost proposals requires the exercise of informed judgment by the contracting agency; since such an analysis is a judgment matter on the part of the contracting agency, our review is limited to a determination of whether an agency's cost evaluation was reasonably based. See Fairchild Weston Sys., Inc., B-229568.2, Apr. 22, 1988, 88-1 CPD ¶ 394. From our review of the proposals, cost evaluations, and arguments of the parties, we find the agency's cost evaluation was reasonable.

[Deleted.]

[Deleted.]

[Deleted.]

[Deleted.]

While the evaluation record regarding the rejection of the cost reduction is not detailed, the agency has provided an explanation in its agency report.¹⁰ [Deleted.] In light of this explanation, we think the agency reasonably rejected the claimed savings.

WELSCO next argues that the SSEB's evaluation failed to take into account Raytheon's alleged lack of sufficient "systems

¹⁰The fact that the explanation was not contained in the contemporaneous evaluation record does not provide a basis to disregard it here. See Allied-Signal Aerospace Co., Bendix Communications Div., B-249214.4, Jan. 29, 1993, 93-1 CPD ¶ 109.

engineering" hours. According to WELSCO, using the IPPD team approach to performing the contract, significant systems engineering hours are required to complete development of an offeror's EFOG-M design. WELSCO proposed [deleted] in the CLINs where it believed the most IPPD effort would take place. By WELSCO's analysis, Raytheon proposed less than [deleted] hours for systems engineering. The protester contends that the SSEB should have increased Raytheon's MPC by [deleted], the supposed value of the difference in proposed systems engineering effort. We disagree.

As explained by the agency, each offeror had its own approach and was evaluated independently. The RFP does not require or define systems engineering as a type of effort to be proposed by offerors. Raytheon's approach incorporated [deleted].

This difference in approach establishes that WELSCO's premise is flawed. The fact that one offeror proposed to develop its design through systems engineering hours does not mean that an offeror identifying its development hours under a different classification is somehow deficient through an understatement of costs or effort. Further, as argued by Raytheon, some aspects of its design are more mature than WELSCO's. Thus, there is no basis to infer that Raytheon requires an identical number of hours or the same skill mix to complete its design.

MEANINGFUL DISCUSSIONS

WELSCO next contends that the Army failed to conduct meaningful discussions with it concerning [deleted]. According to the protester, had it known that the Army viewed these items as disadvantages, it could easily have explained the Army's error in its evaluation or have revised its proposal.

Agencies are required to conduct meaningful discussions with all competitive range offerors. Stone & Webster Eng'g Corp., B-255286.2, Apr. 12, 1994, 94-1 CPD ¶ 306. In order for discussions to be meaningful, contracting officials must advise offerors of deficiencies in their proposals and afford offerors an opportunity to revise their proposals to satisfy the government's requirements. Id. This does not mean that offerors are entitled to all-encompassing discussions. Agencies are only required to lead offerors into areas of their proposals that require amplification. Caldwell Consulting Assocs., B-242767; B-242767.2, June 5, 1991, 91-1 CPD ¶ 530. The degree of specificity required in conducting discussions is not constant and is primarily a matter for the procuring agency to determine. JCI Envtl. Servs., B-250752.3, Apr. 7, 1993, 93-1 CPD ¶ 299. Based

upon our review of the evaluation and discussion questions, we conclude that the agency led WELSCO into the areas which concerned the SSEB.

[Deleted.]

WELSCO argues that these discussion questions were too general to alert it to the agency's concern about the [deleted]. The agency maintains that the questions were sufficient especially since [deleted]. We agree. [Deleted.] Given this awareness, the discussion questions should have been sufficient to lead the protester into this area of its proposal.

[Deleted.]

WELSCO argues that these questions were too general to be "meaningful." We disagree. [Deleted.] In this context, this question was sufficient to lead the protester into this area of the evaluators' concerns.

[Deleted.]

WELSCO contends that none of the discussion questions addressed the agency's concerns with [deleted]. Had WELSCO been alerted to this disadvantage, it states, it could have implemented [deleted] which would have eliminated the disadvantage.

Facially, the questions did not refer to the specific issue which concerned the evaluators: [deleted]. However, even if this concern should have more explicitly been brought to the protester's attention, it does not appear that WELSCO could have improved its proposal so that there would have been a change to its overall score.

[Deleted.] Therefore, any failure of the agency to be more explicit in its discussion questions did not prejudice the protester.

COST/TECHNICAL TRADEOFF

In selecting Raytheon, the SSA observed that it had the highest technical area rating of the offerors, which he found indicative of the overall technical superiority of the Raytheon offer. In the SSA's view, Raytheon's proposal exhibited the most comprehensive understanding of the technical tasks that must be accomplished to achieve a successful ACTD. While the WELSCO proposal was rated "good" in the management area compared to Raytheon's lower rating of "satisfactory," the management area had a relative weight of 20 percent. In the SSA's judgment, WELSCO's higher rating in that area did not outweigh Raytheon's superior

rating in the technical area, which was weighted 50 percent. Boeing's proposal had the lowest MPC, but it was only slightly lower than Raytheon's. The SSA found that the technical superiority of the Raytheon proposal outweighed the less than 1-percent difference in MPC. He also noted that the Raytheon and WELSCO proposals were evaluated as low risk, while Boeing's proposal was rated as high risk.

WELSCO argues that based on all of its allegations, the SSA's cost/technical tradeoff was flawed. In WELSCO's view, had the SSA been advised of the protester's plans regarding its seeker design, and provided with a proper affordability evaluation, a proper calculation of WELSCO's and Raytheon's MPCs, and revisions to WELSCO's proposal that would have arisen from more meaningful discussions, he could well have concluded that WELSCO's technical proposal was worth the slightly higher cost. However, since we have found that the issues identified by the protester are without merit or did not prejudice it, we have no reason to question the selection decision. On the record, Raytheon submitted a proposal that was technically superior to and at a far lower proposed and evaluated cost than the proposal submitted by WELSCO; thus, we have no basis to object to the conclusion that Raytheon's proposal presented the best value to the government.

The protest is denied.

Robert P. Murphy
General Counsel