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Decision

Matter of: ARP Sciences, LLC

File: B-415318.5; B-415318.6

Date: August 9, 2018

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Frank A. March, Esq., Department of the Army, for the agency.
Paula J. Haurilesko, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency failed to adequately consider the awardee's unequal access to information organizational conflict of interest (OCI) is denied, where the agency reasonably considered the available information and concluded that no conflict of interest existed.
2. Supplemental protest challenging the adequacy of the agency's waiver of rules and procedures pertaining to an OCI is dismissed, where the waiver was executed shortly before GAO's statutory 100-day deadline, our Office was already prepared to conclude that the OCI allegation had no merit, and GAO's decision to deny the OCI challenge renders academic the challenge to the waiver.
3. Protest that the agency unreasonably assigned the protester a good rather than an outstanding rating is denied, where the source selection authority looked beyond the adjectival ratings to consider the strengths in the protester's proposal.
4. Protest that the agency unequally assigned strengths to offerors' proposals is denied, where the protester's proposal did not offer the same features as the awardee's.
5. Protest that the agency failed to consider the risks posed by the awardee's proposal to retain a high percentage of incumbent staff while the awardee intends to offer decreased pay and benefits is denied, where the record shows that the agency reasonably considered the awardee's proposed labor rates, the protester did not

establish that the awardee intended to offer decreased pay and benefits, and the awardee's proposal did not rely solely on incumbent staff.

6. Protest that the best-value tradeoff decision was unreasonable is denied, where the source selection authority reasonably considered the strengths in each offeror's proposal and concluded that the strengths in the awardee's proposal merited the price premium.

DECISION

ARP Sciences, LLC, of Rockville, Maryland, protests the award of a contract to SNA International, LLC, of Alexandria, Virginia, under request for proposals (RFP) No. W81XWH-16-R-0021, issued by the Department of the Army for scientific, technical, administrative, and logistical support services. ARP Sciences contends that the Army failed to meaningfully investigate and address SNA's actual or apparent organizational conflict of interest (OCI). ARP Sciences also challenges the Army's evaluation of proposals and best-value tradeoff decision.

We deny the protest.

BACKGROUND

The RFP, issued on July 20, 2016, as a set-aside for small businesses, provided for the award of an indefinite-delivery, indefinite-quantity contract for scientific, technical, administrative, and logistical support services for the Armed Forces Medical Examiner System (AFMES).¹ AR, Tab 3, RFP, at 2; PWS at 1. The RFP contemplated a 5-year ordering period. RFP at 11.

The RFP stated that award would be made on a best-value tradeoff basis, considering, in descending order of importance: management capabilities, experience, technical approach, past performance, and cost/price. Id. at 80.

The Army received four proposals by the deadline for receipt of proposals. Contracting Officer's Statement (COS) at 2. Only two proposals, those of ARP Sciences and SNA, were included in the competitive range. Id. After discussions were conducted and the source selection evaluation board (SSEB) evaluated final proposal revisions, the source selection authority (SSA) selected SNA's proposal as presenting the best value to the government. Id.

¹ AFMES is a tri-service organization that provides mission support to the Department of Defense in the fields of human remains identification; forensic toxicology; "medico-legal" death investigations; forensic deoxyribonucleic acid (DNA) analytical services; mass-fatality specimen collections and management services; and human reference specimen collection, cataloging, archival, and retrieval repository services. Agency Report (AR), Tab 3, Performance Work Statement (PWS), at 9.

On September 21, 2017, ARP Sciences protested the award with our Office. Id. In a supplemental protest, ARP Sciences alleged that SNA had an unequal access to information OCI because SNA's subcontractor, the University of North Texas Health Science Center (UNTHSC) and one of its employees, the director of the university's [DELETED], had access to ARP Sciences' proprietary information through UNTHSC's performance under a memorandum of understanding (MOU) between the Army and UNTHSC. Supp. Protest (B-415318.3), Nov. 2, 2017, at 8-10. Specifically, ARP Sciences alleged that UNTHSC had access to ARP Sciences' confidential standard operating procedures (SOP) and inspection and credentialing files. Id. at 10. In response, the Army advised that it would set aside the source selection decision, investigate the alleged OCI, conduct discussions if necessary, and issue a new source selection decision. AR, Tab 46, Corrective Action Letter, at 1. On November 13, we dismissed the protest. ARP Sciences, LLC, B-415318 et al., Nov. 13, 2017 (unpublished decision).

The Army conducted an investigation into the alleged OCI and reevaluated proposals. COS at 3; see AR, Tab 57, Consensus Evaluation Report. With respect to the OCI allegations, the contracting officer reviewed the PWS, SNA's proposal, and information and documents submitted by SNA in response to the allegation. AR, Tab 58, OCI Investigation & Determination, at 2. The contracting officer also reviewed one of the SOPs as a representative sample; the document was marked as a government-owned document and contained no mention of ARP Sciences within the document. Id. Additionally, the contracting officer reviewed the MOU and documents that the Army provided to UNTHSC to support the MOU's creation and implementation. Id. at 3; Supp. COS at 1. The contracting officer found that none of the documents were proprietary to ARP Sciences. AR, Tab 58, OCI Investigation & Determination, at 3. With respect to the UNTHSC director, the contracting officer found that he did not have access to the information provided to his employer through performance under the MOU. Id. at 3-4. Accordingly, the contracting officer concluded that no OCI existed. Id. at 4.

The Army also reevaluated offerors' revised proposals. The weaknesses initially assigned to ARP Sciences' proposal were found to be mitigated and additional strengths were assigned. See AR, Tab 59, Post Negotiation Memorandum & Source Selection Decision Document (PNM/SSDD), at 12.

The offerors' revised proposals were rated as follows:

	ARP Sciences	SNA
Management Capabilities	Good	Outstanding
Experience	Outstanding	Good
Technical Approach	Good	Good
OVERALL	GOOD	GOOD
Past Performance	Substantial Confidence (Very Relevant)	Satisfactory Confidence (Relevant)
Price	\$83,253,301	\$84,716,375

AR, Tab 59, PNM/SSDD, at 26.

The Army analyzed offerors' proposed prices for reasonableness and realism. The Army compared each offeror's proposed ceiling rates for each labor category to the General Services Administration's (GSA) contract-awarded labor category tool, which shows actual ceiling prices awarded to various vendors on eight GSA professional services schedules. Id. at 21. The agency found that all but two of SNA's labor rates were within the range provided from the GSA tool. Id. The Army conducted additional analysis on the two rates that fell below the range. Id. One rate was compared to labor rates in salary.com for the Dover area; the Army concluded that this rate was greater than the 75th percentile for such rates and therefore acceptable. Id. For the other labor rate, the Army concluded that the duties for the position overlapped with a lower-paid position, and therefore SNA's labor rate was acceptable. Id.

The SSA reviewed ARP Sciences' and SNA's proposals, considered the significant strengths and strengths assigned to the proposals, as well as the SSEB's report, and concluded that SNA's proposal provided the best value to the government. Id. at 26. The SSA stated that, although both offerors' proposals received an overall adjectival rating of good, the two proposals were not equal. Id. For example, with respect to the management capabilities factor, the SSA acknowledged each of ARP Sciences' four strengths and SNA's one significant strength and five strengths. Id. at 26-27. The SSA concluded, after comparing the offerors' strengths, that SNA's advantage under the management capabilities evaluation factor--the most important factor--was substantial. Id. at 27.

Under the experience factor, the SSA acknowledged ARP Sciences' three significant strengths and SNA's three strengths, but also recognized that some of ARP Sciences' experience examples were the work of its parent company, ARP. Id. at 27-28. After considering the quality of the strengths, the SSA concluded that, although ARP Sciences demonstrated an advantage under this factor, SNA's experience provided

benefits that rendered the disparity between the two offerors smaller than the disparity between the two offerors under the management capabilities factor. Id. at 28.

Under the technical approach factor, the SSA acknowledged ARP Sciences' three strengths and SNA's four strengths, as well as that the offerors both received a good rating. Id. at 29. The SSA concluded that SNA's proposal was slightly better than ARP Sciences' proposal under this factor, considering the various strengths. Id. at 29-30.

Under the past performance factor, the SSA acknowledged that ARP Sciences' past performance was very relevant and rated substantial confidence; whereas SNA's past performance was considered relevant and rated satisfactory confidence. Id. at 30. The SSA noted, however, that past performance was the least important non-cost/price factor. Id.

With respect to cost/price, the SSA acknowledged that SNA's evaluated ceiling cost/price was 1.76 percent higher than ARP Sciences' evaluated ceiling cost/price. Id. at 31. The SSA acknowledged that SNA's proposed ceiling rates exceeded those of ARP Sciences in 8 of the 20 labor categories, and were lower than ARP Sciences' in the remaining 12 labor categories. Id. at 30. The SSA noted that both offerors' prices were consistent with the unique methods of performance and materials described in the technical proposals. Id. The SSA concluded that SNA's advantages in the management capabilities and technical approach factors justified paying the additional \$1,463,074 over the life of the 5-year contract. Id. at 31.

After a debriefing, ARP Sciences protested to our Office.

DISCUSSION

ARP Sciences contends that the Army failed to meaningfully investigate and address SNA's OCI and unreasonably evaluated ARP Sciences' and SNA's proposals under the management capabilities and technical approach factors. ARP Sciences also challenges the agency's best-value tradeoff decision. We have considered all of ARP Sciences' arguments, and although we address only a portion of the arguments, we find that none provide a basis to sustain the protest.

Unequal Access to Information OCI

ARP Sciences contends that the Army failed to meaningfully investigate the unequal access to information OCI that it contends arises from SNA's reliance on the UNTHSC and one of its employees, the director of UNTHSC's [DELETED]. Protest at 14. In this regard, ARP Sciences argues that UNTHSC received ARP Sciences' proprietary information--including ARP Sciences' SOPs and inspection and credentialing files--

through UNTHSC's activities pursuant to an MOU between the Army and UNTHSC.² Id. ARP Sciences also argues that the organizational chart the Army provided to UNTHSC provided insight into the confidential details of ARP Sciences' internal operations. ARP Sciences Comments at 7. ARP Sciences contends that access to its information provided SNA with "deep insights" into ARP Sciences' technical approach and laboratory practices that would provide a competitive advantage. Protest at 14.

The Army states that it reasonably determined that no unequal access to information OCI exists. Memorandum of Law (MOL) at 15. The contracting officer explains that, as part of his investigation, he reviewed information provided by SNA that included communications between SNA and the UNTHSC employee; the contracting officer's investigatory communications with the UNTHSC employee; information obtained through investigatory communications with the SSEB; a listing of the accreditation documents that the Army provided to UNTHSC to support the creation of the MOU, as well as documents provided to UNTHSC during the performance of the MOU. COS at 4; Supp. COS at 1. The contracting officer further explains that all of the SOPs are published on AFMES letterhead, issued by the government, and contain no markings to indicate that any of the SOPs are contractor property.³ Supp. COS at 2.

² In its comments on the agency report, ARP Sciences identified additional documents provided to UNTHSC that it alleges were ARP Sciences' proprietary information, and that the Army failed to consider in its OCI investigation, namely: ARP Sciences' staffing levels and the identities of its personnel assigned to the contract; summaries of proficiency test results for ARP Sciences' employees who support the Army under the incumbent contract; Armed Forces DNA Identification Laboratory (AFDIL) policies; SOPs and standard practices. ARP Sciences Comments at 6. Our regulations do not contemplate the piecemeal presentation or development of protest issues; where a protester raises a broad ground of protest in its initial submission but fails to provide details within its knowledge until later, so that a further response from the agency would be needed to adequately review the matter, these later issues will not be considered. CapRock Gov't Solutions, Inc. et al., B-402490 et al., May 11, 2010, 2010 CPD ¶ 124 at 24. Because the protester had knowledge of the specific documents that were provided to UNTHSC and did not identify these documents until it submitted its comments on the agency report on June 2, 2018, these additional assertions are untimely and will not be considered further. 4 C.F.R. § 21.2(a)(2).

³ The contracting officer states that the organizational chart by itself was not sufficiently detailed to provide a potential offeror competitively useful information that would assist in preparing a proposal. Supp. COS at 3. The contracting officer also states that the information provided in the RFP with respect to labor categories provides similar information and was structured to provide more valuable assistance to potential offerors. Id. at 4. The RFP provided for each labor category the functional area to which it belonged as well as the number of positions historically utilized. RFP, attach. 3, Estimated Labor.

The Federal Acquisition Regulation (FAR) requires that contracting officers identify and evaluate potential organizational conflicts of interest, and directs contracting officers to avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR §§ 9.504(a), 9.505. The situations in which OCIs arise, as described in FAR subpart 9.5 and the decisions of our office can be broadly categorized into three types: (1) biased ground rules; (2) unequal access to information; and (3) impaired objectivity. As relevant here, an unequal access to information OCI exists where a firm has access to nonpublic information as part of its performance of a government contract, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR § 9.505(b); Cyberdata Techs., Inc., B-411070 et al., May 1, 2015, 2015 CPD ¶ 150 at 6. As the FAR makes clear, the concern regarding this category of OCI is that a firm may gain a competitive advantage based on its possession of "[p]roprietary information that was obtained from a Government official without proper authorization," or "[s]ource selection information . . . that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract." FAR § 9.505(b); see ITT Corp.--Elec. Sys., B-402808, Aug. 6, 2010, 2010 CPD ¶ 178 at 5.

The identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. Guident Techs., Inc., B-405112.3, June 4, 2012, 2012 CPD ¶ 166 at 7. We review agencies' OCI investigations for reasonableness, and where an agency has given meaningful consideration to whether a significant conflict of interest exists, even when this consideration is given after award, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. TISTA Sci. & Tech. Corp., Inc., B-408175.4, Dec. 30, 2013, 2014 CPD ¶ 17 at 6.

The record shows that the Army's OCI investigation was reasonable. The contracting officer reviewed the MOU and documents that the Army provided to UNTHSC to support the MOU creation and implementation and concluded that none of the documents were proprietary to ARP Sciences. AR, Tab 58, OCI Investigation & Determination, at 3; Supp. COS at 1. Additionally, the contracting officer reviewed one of the SOPs as a representative sample; the document was marked as a government-owned document and contained no mention of ARP Sciences within the document. AR, Tab 58, OCI Investigation & Determination, at 2. With respect to the ARP Sciences' organizational chart that the Army provided to UNTHSC, the contracting officer reasonably concluded that, because it had no proprietary markings, the document was not proprietary. See AR, Tab 72, ARP Sciences Organizational Chart, dated April 15, 2016.

Our Office has stated that, as a general rule, proprietary information is that which is so marked or otherwise submitted in confidence to the government. CACI, Inc.-Federal, B-403064.2, Jan. 28, 2011, 2011 CPD ¶ 31 at 10. In this regard, FAR § 9.505-4, Obtaining Access to Proprietary Information, states:

(a) When a contractor requires proprietary information from others to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information--

(1) Furnished voluntarily without limitations on its use; or

(2) Available to the Government or contractor from other sources without restriction.

Here, the record reflects that the information now claimed by ARP Services as proprietary was not marked as proprietary. Therefore, it was provided to the government, and then to UNTHSC, voluntarily and without limitations on use. See CACI, Inc.-Federal, supra.

With respect to the UNTHSC employee, the contracting officer found that he did not have access to the information provided to UNTHSC through performance under the MOU. AR, Tab 58, OCI Investigation & Determination, at 3-4. Although ARP Sciences disagrees with the contracting officer's judgment, we find no basis to sustain this protest ground.

Shortly before the issuance of this decision, the Army waived the application of rules and procedures pertaining to OCIs with respect to this procurement in accordance with FAR § 9.503. Notice of OCI Waiver, Aug. 2, 2018. Section 9.503 states that an agency head or a designee may waive any general rule or procedure of FAR subpart 9.5 by determining that its application in a particular situation would not be in the government's interest. Five days later, on August 7--and 2 days before the 100-day deadline for our Office to issue a decision resolving this protest--ARP Sciences filed a supplemental protest challenging the adequacy of the Army's waiver. See Supp. Protest, Aug. 7, 2018. As a general rule, our Office will dismiss as academic a protest challenging an OCI when the agency elects to waive the OCI. AT&T Gov't Sols., Inc., B-407720, B-407720.2, Jan. 30, 2013, 2013 CPD ¶ 45 at 4; SRA Int'l, Inc., B-407709.5, Dec. 3, 2013, 2013 CPD ¶ 281 at 6. In this case, however, we will not follow that general rule. Since our Office is prepared to conclude that the protester's OCI allegation has no merit, and since a decision to deny the OCI challenge will render academic any allegation that the waiver was not properly issued--and given our statutory mandate in 31 U.S.C. 3554(a)(1) to provide for the "inexpensive and expeditious" resolution of protests--we deny the protest, and dismiss the supplemental challenge to the adequacy of the agency's waiver.

Management Capabilities Factor

ARP Sciences argues that the Army unreasonably assigned a good rating to its proposal under the management capabilities factor instead of the outstanding rating that

it deserved.⁴ Protest at 17; ARP Sciences Comments at 13. The protester contends that the four strengths and no weaknesses assigned to its proposal merit an outstanding rating as defined in the RFP. Protest at 17. ARP Sciences also contends that its proposal merited an outstanding rating because its years of experience performing the contract offered the lowest risk of unsuccessful performance. Id.

The Army contends that the solicitation did not state that an offeror with any number of strengths would automatically receive an outstanding rating. MOL at 18. The Army also states that the strengths assigned to ARP Sciences' proposal met the definition of a good rating. Id. The agency explains that, although both ARP Sciences' and SNA's proposals received strengths under the management capabilities factor for their detailed communication plans and quality control plans, ARP Sciences' remaining two strengths focused on its use of weekly meetings. COS at 6. In addition, the Army states that it attributed ARP Sciences' years of experience under the experience factor, not the management factor. Id.

As a general matter, adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. Science Applications Int'l Corp., B-407105, B-407105.2, Nov. 1, 2012, 2012 CPD ¶ 310 at 7. Thus, the relevant question here is not the adjectival rating assigned by the agency but, rather, whether the underlying evaluation was reasonable and supported the source selection decision. EA Eng'g, Sci., & Tech., Inc., B-411967.2 et al., Apr. 5, 2016, 2016 CPD ¶ 106 at 9. Where the evaluators and the source selection decision reasonably consider the underlying bases for the ratings, including advantages and disadvantages associated with the specific content of competing proposals, in a manner that is both fair and consistent with the terms of the solicitation, a protester's disagreement with specific adjectival or color ratings is essentially inconsequential, in that it does not affect the reasonableness of the judgments made in the source selection decision. ACS State Healthcare, LLC et al., B-292981 et al., Jan. 9, 2004, 2004 CPD ¶ 57 at 19.

Here, the record shows that the SSA looked behind the adjectival ratings to consider the strengths assigned to ARP Sciences' proposal under the management capabilities factor. The SSA noted that ARP Sciences' proposal: (1) demonstrated a well-developed communications plan across the proposed chain of command practices, detailing interactions among all staff and operations to minimize mission degradation; (2) proposed weekly meetings among all of ARP Sciences' leaders to discuss [DELETED]; (3) offered an extensive [DELETED] that enhances successful performance by maintaining quality casework and reporting standards, as well as

⁴ As defined by the RFP, an outstanding rating meant that the proposal indicates an exceptional approach and understanding of the requirements, contains multiple strengths, and risk of unsuccessful performance is low. RFP at 82. A good rating meant that the proposal indicates a thorough approach and understanding of the requirements, contains at least one strength, and risk of unsuccessful performance is low to moderate. Id.

documenting the leaders' responsibilities, with weekly scientific meetings; and (4) proposed a quality control plan that was thoroughly developed, with a [DELETED] approach and a [DELETED], thus ensuring all requirements are met and identifying [DELETED]. AR, Tab 59, PNM/SSDD, at 27. In sum, the SSA considered all of the strengths assigned to ARP Sciences' proposal, reviewed the proposals and evaluation reports, and concluded that ARP Sciences' proposal did not merit additional strengths under this factor. Id.

In addition, we find no merit to ARP Sciences' contention that it should have received an outstanding rating under the management capabilities factor because its years of experience as the incumbent contractor provided the greatest understanding of the requirements and thus the lowest risk of unsuccessful performance. There is no requirement that an offeror be given additional credit for its status as an incumbent, or that the agency assign or reserve the highest rating for the incumbent offeror. Centerra Grp., LLC, B-414800, B-414800.2, Sept. 21, 2017, 2017 CPD ¶ 307 at 4. The protester's disagreement with the agency's judgment, without more, does not provide a basis to sustain the protest. Crowley Tech. Mgmt., Inc., B-412690.2, B-412690.3, May 12, 2016, 2016 CPD ¶ 130 at 7

Technical Approach Factor

ARP Sciences contends that the Army evaluated proposals unequally under the technical approach factor. Protest at 20; ARP Sciences Comments at 19. First, ARP Sciences asserts that the Army unreasonably credited SNA with a strength based in part on the proposed [DELETED] to supplement and support any surge capacity, demonstrating a strong working knowledge of a government research facility, without crediting ARP Sciences with a similar strength. Protest at 21. The protester asserts that this failure to assign it a strength is unreasonable, given that ARP Sciences is the only offeror with a working knowledge of the Army's laboratories. Id.

The Army states that SNA's proposal contained unique capabilities for which it received strengths. MOL at 30. The Army explains that it assigned strengths for the substance of offerors' proposals under this evaluation factor, not for work performed under previous contracts. Id. at 26.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences in the proposals. Vertical Jobs, Inc., B-415891.2, B-415891.4, April 19, 2018, 2018 CPD ¶ 147 at 7. ARP Sciences has not demonstrated that the agency engaged in unequal treatment.

The record shows that the Army assigned a strength to SNA's proposal under PWS 5.3.1.1.3 (providing appropriate contractor supervisory structure to ensure daily operational success and being responsible for assigning/monitoring caseload activities) because SNA proposed [DELETED] to supplement and support any surge capacity, and for proposing the use of [DELETED] to measure productivity and to identify where appropriate changes need to be made in production. AR, Tab 57, Consensus

Evaluation Report, at 7. ARP Sciences' proposal did not propose [DELETED] or using [DELETED] under this PWS section. See AR, Tab 14, ARP Sciences Revised Proposal, at 31-32. Moreover, ARP Sciences does not identify any portion of its proposal that included [DELETED] and the use of [DELETED]. Although ARP Sciences asserts that its proposal should have received a similar strength for demonstrating a strong working knowledge of a government research laboratory, ARP Sciences Comments at 20, the protester's assertions do not demonstrate anything other than disagreement with the agency's judgment.

ARP Sciences also asserts that the Army unreasonably credited SNA with a strength under PWS 5.3.1.5.1 (providing support to AFDIL's quality assurance/quality control and proficiency programs). ARP Sciences contends that the Army assigned SNA a strength based on its use of numerous subject matter experts who have [DELETED]. Protest at 21; ARP Sciences Comments at 21-22. ARP Sciences argues that it should also have received a strength for its own demonstrated ability to obtain and maintain the agency's essential accreditations. Id. The protester maintains that throughout its proposal, it explained its extensive history of successfully obtaining, implementing, and maintaining accreditations and boasted of its highly educated, trained teams of forensically qualified personnel. ARP Sciences Comments at 21-22. In addition, ARP Sciences maintains that it should have received an outstanding rating rather than a good rating under the subfactor. Protest at 22.

Again, the protester has not demonstrated that the agency engaged in unequal treatment. The record shows that the Army assigned a strength to SNA's proposal under PWS 5.3.1.5.1 for proposing subject matter experts who have [DELETED], which the evaluators found demonstrated a thorough understanding of the AFMES requirement for quality management and an increased likelihood of success when seeking additional accreditations. AR, Tab 57, Consensus Evaluation Report, at 8. For example, the Army indicates that SNA proposed an individual who [DELETED], and another individual who [DELETED]. MOL at 27 (quoting AR, Tab 8, SNA Initial Proposal, at 46). Although ARP Sciences states that the Army should have provided it a strength for the fact that it was "instrumental" in assisting the Army in obtaining its accreditations, ARP Sciences Comments at 22, the protester has not demonstrated that the two proposals offered the same level of expertise. Given the differences in the proposals, we find nothing unreasonable about the agency's evaluation.

Evaluation of SNA's Proposal

ARP Sciences also contends that the Army failed to consider the "serious risks" involved in SNA's proposed plan to capture nearly all of ARP Sciences' incumbent workforce under both the management capabilities and technical approach factors. Protest at 19, 23; ARP Sciences Comments at 16-18. In this regard, ARP Sciences asserts that SNA does not intend to compensate incumbent personnel at their current levels, based on a fact sheet provided by SNA after award to incumbent personnel. Protest at 19-20, 23; ARP Sciences Comments at 17.

The Army states that the fact sheet to which ARP Sciences refers does not inform offerors that the awardee intends to decrease their pay or provide fewer benefits, but instead appears to reassure the incumbent workforce that they will be paid the same salary, although the fact sheet includes some caveats. MOL at 20. The Army also states that the fact sheet informs offerors that SNA and the incumbent have slightly different benefits packages. Id. at 20-21. The Army explains that SNA's proposal outlines a detailed transition plan that places a special emphasis on hiring the incumbent workforce, but also shows why its plan is a realistic and advantageous course of action. Id. at 20. The Army also explains that SNA's proposal shows that the awardee has had success in the past in retaining incumbent staff after being awarded contracts, but also is prepared to fill any vacancies with its cadre of qualified staff. Id.

The record shows that the agency reasonably considered the risks associated with hiring incumbent personnel. As an initial matter, we agree with the Army that the fact sheet that SNA provided to incumbent personnel does not state that SNA intends to decrease pay or fringe benefits under the new contract. Rather, the fact sheet states the following:

3. Will I have to take a pay cut?

Team SNA's goal is to provide everyone their current salary. However, Team SNA cannot make a commitment without knowing your current salary and the labor category of your position under the new contract. To facilitate this process, you will be asked to provide Team SNA a recent pay stub and a description of the work you are currently doing.

4. Will my benefits change?

Yes. SNA and [SNA's team mate] have slightly different benefits packages, which also differ from your current company's. . . .

5. Can I get a pay raise?

Team SNA plans to reevaluate salaries six months into the new contract and adjust compensation after assessing individual performance. Some employees will get raises at that time.

AR, Tab 22, ARP Sciences Protest (B-415318.2), Exh. B, SNA Fact Sheet, at 1-2.

Second, the record shows that SNA's proposal did not rely solely on incumbent staff. In this regard, SNA proposed to retain as many incumbent staff as possible, and anticipated a [DELETED] percent incumbent capture rate, subject to current staff attrition, retirements, and willingness of staff to adapt to change. AR, Tab 8, SNA Proposal, App. C, Transition-In Plan, at 2. However, SNA's proposal also indicated that it had a cadre of qualified staff immediately prepared to fill any vacant positions. Id. at 17. Finally, the Army conducted a realism analysis on the offerors' ceiling rates by comparing ARP Sciences' and SNA's labor rates against the GSA contract-awarded

labor category tool. AR, Tab 59, PNM/SSDD, at 21. The Army concluded that the labor rates for only 2 out of 20 labor categories were lower than the range provided by the GSA tool. Id. The agency conducted additional analysis of the two labor rates and ultimately concluded that they were realistic. Id. at 21, 24. The SSA recognized that SNA proposed ceiling rates that were higher than ARP Sciences' for 8 of the 20 labor categories, and lower for the other 12 labor categories, but nonetheless concluded that SNA's proposed ceiling rates were realistic. Id. at 30. In sum, ARP Sciences has not demonstrated that the agency failed to consider the risk that SNA will be unable to capture incumbent staff.⁵

Best-Value Tradeoff Decision

Finally, ARP Sciences argues that the SSA's best-value determination did not adequately consider the merits of ARP Sciences' proposal and its cost/price advantage. Protest at 24-26; ARP Sciences Comments at 25-26. We have considered ARP Sciences' arguments with respect to the tradeoff decision and conclude that none provide a basis for sustaining the protest.⁶

Source selection officials in negotiated best-value procurements have broad discretion in making price/technical tradeoffs, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. SupplyCore, Inc., B-411648.2, B-411648.3, Feb. 21, 2017, 2017 CPD ¶ 72 at 16. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which

⁵ In its comments responding to the agency report, ARP Sciences argues for the first time that the Army failed to reasonably evaluate the realism of SNA's proposed professional compensation, as required by FAR provision 52.222-46, which was incorporated into the RFP. ARP Sciences Comments at 16. Because the protester received the information upon which this protest ground was based in response to its initial protest in October 2017, but did not raise this issue in its comments at that time, we conclude that the protest ground is untimely. The fact that an agency makes a new source selection decision or reevaluates offerors' proposals does not provide a basis for reviving otherwise untimely protest allegations where, as here, the basis of the otherwise untimely protest allegations concern aspects of the agency's evaluation that were not subsequently affected by the agency's corrective action. See Red River Comput. Co., Inc.; MIS Sciences Corp., B-414183.8 et al., Dec. 22, 2017, 2018 CPD ¶ 7 at 7 n.10.

⁶ ARP Sciences also contends that the agency's evaluation errors resulted in a flawed tradeoff determination. Protest at 24; ARP Sciences Comments at 24. As described above, the record does not support ARP Sciences' challenges to the agency's evaluation, and accordingly we find no merit to ARP Sciences' objection to the agency's selection decision based upon those alleged errors. DynCorp Int'l LLC, B-406523.2, B-406523.3, Dec. 16, 2013, 2014 CPD ¶ 7 at 10.

proposal offers the best value to the agency, without more, does not establish that the source selection decision was unreasonable. See Loyal Source Gov't Servs., LLC, B-407791.5, Apr. 9, 2014, 2014 CPD ¶ 127 at 8.

We find the Army's source selection decision to be reasonable and consistent with the stated evaluation criteria. The record shows that the SSA's selection was based on an integrated assessment of the management capability, experience, technical approach, and past performance factors, as well as the offerors' cost/price.

Under the management capabilities factor, the SSA considered the strengths of each offeror's proposal and concluded that SNA's proposal represented new capabilities and offered a better value than ARP Sciences' proposal. AR, Tab 59, PNM/SSDD, at 27.

Under the experience factor, the SSA acknowledged that ARP Sciences' proposal demonstrated "identical corporate experience by performing the exact services" stated in the PWS, but also noted that specific examples that ARP Sciences cited were work performed by ARP Sciences' parent company, ARP. Id. at 28. Additionally, the SSA noted that, although ARP Sciences has been the current subcontractor providing identical services under the existing contract, SNA demonstrated that it has ample corporate experience in forensic identification, rapid staffing, and 24/7 operational capabilities for mass casualty incidents. Id. As a result, the SSA concluded that the bases for ARP Sciences' outstanding rating provided only a small advantage over the bases for SNA's good rating under the experience factor. Id.

Under the technical approach factor, the SSA acknowledged that ARP Sciences and SNA received the same good rating, but concluded that SNA's proposal provided slightly better benefits. Id. at 29. Under the past performance factor, the SSA recognized ARP Sciences' very relevant performance with a substantial confidence rating, as compared to SNA's relevant past performance with a satisfactory confidence rating, and concluded that ARP Sciences offered a slightly better value than SNA. Id. at 30.

In considering cost/price, the SSA noted that both offerors' prices had been considered fair and reasonable, and that the estimated proposed cost elements were realistic for the work to be performed, reflected a clear understanding of the requirements, and were consistent with the unique methods of performance and materials described in the technical proposals. Id. As noted above, the SSA acknowledged differences in the offerors' proposed ceiling rates. Id. The SSA noted that SNA's ceiling cost/price is 1.76 percent higher than ARP Sciences' cost/price, but concluded that SNA's advantages in the management capabilities and technical approach factors justified paying the potential additional \$1,463,074 over the life of the 5-year contract. Id. at 31.

On this record, ARP Sciences' disagreement with the agency's judgment does not show that the Army's judgment was unreasonable.

The protest is denied.

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General Counsel