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# Decision

**Matter of:** Dewberry Crawford Group; Partner 4 Recovery

**File:** B-415940.10; B-415940.13; B-415940.17; B-415940.18; B-415940.22; B-415940.23

**Date:** July 2, 2018

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Terry L. Elling, Esq., Gregory R. Hallmark, Esq., Elizabeth N. Jochum, Esq., and Rodney M. Perry, Esq., Holland & Knight LLP, for Dewberry Crawford Group; Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., Marques O. Peterson, Esq., and Tamara Droubi, Esq., Vedder Price, P.C., for Partner 4 Recovery, the protesters.

Michael J. Schaengold, Esq., Jennifer S. Zucker, Esq., Melissa P. Prusock, Esq., Danielle K. Muenzfeld, Esq., Greenberg Traurig, LLP, for Fluor Enterprises, Inc., the intervenor.

Hillary J. Freund, Esq., and Nathaniel J. Greeson, Esq., Department of Homeland Security, for the agency.

Paula J. Haurilesko, Esq., Young H. Cho, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest that the agency engaged in unequal treatment is denied, where the differences in ratings stemmed from actual differences between the offerors' proposals and the one instance of unequal treatment did not prejudice the protester.
2. Protest that the agency unreasonably evaluated offerors' proposals is denied, where the agency evaluated proposals consistent with the solicitation's stated evaluation factors.
3. Protest that the agency unreasonably found the awardee's higher price to be fair and reasonable based on a flawed independent government cost estimate is denied, where the agency also compared offerors' overall and line item pricing to each other.
4. Protest that the agency made an unsupportable tradeoff decision is denied where the tradeoff decision was reasonable and the source selection authority relied on a detailed draft decision document in exercising his independent judgment.

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## DECISION

Dewberry Crawford Group (DCG), of Fairfax, Virginia, and Partner 4 Recovery (P4R), of Germantown, Maryland, protest the award of a contract to Fluor Enterprises, Inc., of Greenville, South Carolina, under request for proposals (RFP) No. HSFE80-17-R-0004, issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA), for advisory and assistance services. The protesters challenge the agency's technical and price proposal evaluations and the best-value tradeoff decision.

We deny the protests.

## BACKGROUND

The RFP, which was issued on May 1, 2017, provided for the award of three indefinite-delivery, indefinite-quantity (IDIQ) contracts--one for each of three geographical zones--for nonprofessional and professional advisory and assistance services to support FEMA staff in providing disaster assistance through FEMA's public assistance program. Agency Report (AR), Tab E, RFP, at 6, 11-12. The RFP contemplated a 1-year period of performance and four 1-year option periods. Id. at 18. These protests pertain to the award for Zone 1, which covers FEMA regions 1, 3, and 4.<sup>1</sup> Id. at 12.

The RFP provided for award to the offeror whose proposal offers the best value to the government, considering (in order of importance) technical, past performance, and price. Id. at 74. The technical and past performance factors, when combined, were significantly more important than price. Id. The technical factor was comprised of the following three subfactors: technical and management approach and capabilities; key personnel; and quality control plan. Id. at 76, 149. The RFP identified the key personnel as the program manager, deputy program manager, contract manager, and deployment/readiness manager. Id.

The RFP required offerors to complete a pricing schedule that contained a fixed-price contract line item number (CLIN) for readiness management and administration, and four CLINs for disaster efforts: management and administration (fixed price), labor (fully burdened labor rates), travel, and other direct costs. Id. at 72, 124. The RFP included "plug" numbers for the travel and other direct costs CLINs. Id. at 124.

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<sup>1</sup> Region 1 is comprised of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont; region 3 is comprised of Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and Washington, DC; and region 4 is comprised of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee. See <https://www.fema.gov/region-i-ct-me-ma-nh-ri-vt>; <https://www.fema.gov/region-iii-dc-de-md-pa-va-wv>; <https://www.fema.gov/region-iv-al-fl-ga-ky-ms-nc-sc-tn> (last visited June 23, 2018).

The RFP stated that prices would be evaluated for fairness and reasonableness for the base year and all four option years using one or more of the following techniques: comparison of proposed prices, comparison with the independent government cost estimate (IGCE), comparison with available historical information, or comparison with resources proposed. Id. at 79. The RFP also stated that the price analysis would be performed on the total price for all CLINs, which included the plug numbers. Id. at 79, 124.

FEMA received eight proposals for Zone 1. AR, Tab B, Source Selection Decision Document (SSDD), at 1. The agency evaluated proposals, and awarded the contract to Fluor on December 16, 2017. Combined Contracting Officer's Statement & Memorandum of Law (COS/MOL) at 13. After receiving debriefings, DCG and P4R protested the award to Fluor in January 2018. Id. FEMA subsequently advised our Office that it planned to review the parties' proposals and evaluations to ensure that the evaluation criteria were applied in accordance with the solicitation, issue a new or revised source selection decision document, and if appropriate, make a new award decision. FEMA Corrective Action Letter (B-415940 et al.), Feb. 20, 2018. As a result, the protests were dismissed as academic on February 22, 2018. Partner 4 Recovery; Dewberry Crawford Group, B-415940 et al., Feb. 22, 2018 (unpublished decision).

After the agency reevaluated proposals, the following adjectival ratings were assigned:<sup>2</sup>

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<sup>2</sup> As relevant here, a very good rating meant the offeror's proposed approaches/solutions were expected to result in full achievement of the government's objectives with minimal risk; the offer contained significant strengths and minimum weaknesses; the offer indicated a high probability for effective, efficient, and innovative performance; and the offer included solutions for improving overall program compliance, responsiveness, and measurable customer satisfaction. RFP at 77. An acceptable rating meant the offeror's proposed approaches/solutions introduced moderate risk but were considered likely to produce performance results meeting the government's requirements, and the proposed solution contained a number of strengths, but also contained some weaknesses. Id. A marginal rating meant the offeror's proposed approaches/solutions introduced risk that performance would not achieve the government's requirements, contained few strengths, and contained significant weaknesses. Id.

|   | DCG                    | P4R                    | Fluor                  |
|---|------------------------|------------------------|------------------------|
| <b>TECHNICAL</b>  | ACCEPTABLE             | ACCEPTABLE             | VERY GOOD              |
| <b>Technical &amp; Management Approach &amp; Capabilities</b> | Very Good              | Acceptable             | Very Good              |
| <b>Key Personnel</b>  | Very Good              | Very Good              | Very Good              |
| <b>Quality Control Plan</b>                                   | Marginal               | Acceptable             | Very Good              |
| <b>PAST PERFORMANCE</b>                                       | SUBSTANTIAL CONFIDENCE | SUBSTANTIAL CONFIDENCE | SUBSTANTIAL CONFIDENCE |
| <b>PRICE</b>  | \$499,282,995          | \$399,355,562          | \$609,984,407          |

AR, Tab B, SSDD, at 4, 21.

As part of the evaluation, the offerors' proposals were assigned numerous significant strengths, strengths, and weaknesses under each of the technical subfactors and past performance factor.<sup>3</sup> As relevant here, under the quality control plan subfactor, DCG's proposal received a marginal rating and was assigned no significant strengths, two strengths, three weaknesses, and the following listed under significant weaknesses:

The Offeror's corrective action for reporting did not address the performance metric as it relates to specific timeframes. (page 41) The corrective actions were limited to individual problems and [the proposal] does not show how the vendor will prevent this issue from recurring. Additionally, the offeror provided metrics and measures for internal training, but they were unclear whether this applies to training [DELETED] (page 34). The offeror failed to describe how [it] manage[s] staff and how work will be accepted and issued as required by the solicitation.

AR, Tab M, Technical Evaluation Report (TER), at 30.

In evaluating price, the evaluation team compared offerors' total prices to the IGCE and to each other, and noted that all offerors were below the IGCE. AR, Tab N, Price Analysis, at 1. The evaluators also noted a discrepancy between the plug numbers in

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<sup>3</sup> The source selection plan defined a significant strength as an element of a proposal that significantly exceeds a requirement of the solicitation in a way that is very beneficial to the government; a strength as an element of a proposal that exceeds a requirement of the solicitation in a beneficial way to the government; a weakness as a flaw in a proposal that increases the chance of unsuccessful performance; and a significant weakness as a flaw in a proposal that appreciably increases the risk of unsuccessful contract performance. AR, Tab F, Source Selection Plan, at 11.

the IGCE and the ones provided in the RFP for offerors to use for the other direct costs CLIN. Id. at 1-2. In comparing the offerors' total prices against each other, the evaluators noted that P4R offered the lowest price, which was about 19.7 percent lower than the next lowest-priced offeror. The price differential between P4R and Fluor, the highest-priced offeror, was approximately 41.7 percent. Id. at 2. The evaluators also noted that the price difference between Fluor and the next highest-priced offeror was about 15.4 percent. Id.

Additionally, the evaluation team compared the offerors' line item prices against each other. Id. at 1-2. The evaluators noted that Fluor proposed the [DELETED] for the readiness management and administration CLIN, but proposed the [DELETED] for the disaster management and administration and fully-burdened labor rates CLINs, which resulted in the highest overall price. Id. at 2. However, the evaluators concluded that "[n]either of [Fluor's] line item pricing allocations presented any risk to the Agency. Each of the 7 offerors' price proposals were determined to be complete, fair and reasonable[,] and satisfactory from a pricing perspective for the mission." Id.

The source selection evaluation board (SSEB) provided the source selection authority (SSA) with a revised SSDD. AR, Tab AF, Decl. of SSA, at 2. The SSA performed a review of the revised SSDD, concurred with the revised findings and recommendations, and based on the revised SSDD, made a new award decision. Id. The SSDD compared each offeror's proposal with Fluor's highest-rated proposal. See AR, Tab B, SSDD, at 23-30.

With respect to the comparison between DCG and Fluor, the SSA identified notable strengths and weaknesses for the offerors, and stated that under the technical and management approach and capabilities subfactor, Fluor's proposal provided the government with significant strengths that provided more value to the government. AR, Tab B, SSDD, at 26. The SSA noted that while both proposals offered innovative capabilities, Fluor's proposal offered the government an existing suite of tools to manage the contract and resources that DCG did not provide. Id. Under the key personnel subfactor, the SSA noted that both offerors had key personnel who did not have experience in certain regions within Zone 1. Id. The SSA, however, concluded that DCG's program manager lacked the requisite knowledge, creating a risk that the proposed program manager may have a higher learning curve to perform the requirements in FEMA region 4. Id. The SSA also noted that unlike Fluor's contract manager, DCG's contract manager did not meet the solicitation's requirement for 120 hours of continuing professional education. Id. at 27. The SSA also discussed Fluor's program manager's FEMA experience in Zone 1 and superior written communication skills, as well as its contract manager's FEMA experience. Id.

Under the quality control plan subfactor, the SSA noted significant differences in each offeror's proposal that increased the risk of DCG's unsuccessful performance. Id. The SSA specifically noted that the rating assigned to DCG's proposal reflected significant weaknesses that would result in significant risk to the government that DCG would not provide timely, quality products; qualified staff; and timely responses to task order

requirements. Id. The SSA also specifically noted the significant weaknesses in DCG's quality control plan, including the failure of DCG's corrective action for reporting to address the performance metric for specific timeframes, and the limited scope of DCG's corrective actions, which did not address preventing problems from occurring or recurring. Id. By contrast, the SSA noted that Fluor's quality control plan offered a task order management system that uses a consistent process for task order acceptance and issuance. Id.

With respect to the comparison between P4R and Fluor, the SSA identified notable strengths and weaknesses of the offerors. For example, the SSA stated that P4R showed weaknesses in various aspects of its technical proposal, including ambiguous communication channels, unclear decision making, and unclear identification of the frequency of offeror staff interactions. AR, Tab B, SSDD, at 28. The SSA noted as a weakness that P4R proposed additional labor categories not provided in the solicitation. Id. In comparison, the SSA concluded that Fluor's proposal offered significant strengths that will provide more value to the government. Id.

The SSA noted that P4R's approach of having the deployment/readiness manager serve concurrently as [DELETED] raised concerns about P4R's ability to achieve contract performance if a key person has a [DELETED] role, particularly in a disaster situation. Id. at 29. The SSA also noted that both offerors had minor weaknesses under the key personnel subfactor regarding education and experience requirements. Id. The SSA noted that, under the quality control plan subfactor, Fluor received a significant strength because it identified indicators it would use to measure quality of performance, and because the deputy program manager would submit a monthly report on the quality performance indicators and analyze trends and areas for improvement. Id. With respect to past performance, the SSA noted that both offerors received a substantial confidence past performance rating, demonstrating that they both have extensive relevant experience to perform the requirements, both had outstanding past performance questionnaires, and neither had any weaknesses identified under the factor. Id. at 29-30.

In considering price, the SSA stated that Fluor's price of \$609,984,407, which was approximately \$411,000 lower than the IGCE, was considered fair and reasonable as compared against other offerors' prices. Id. at 30. The SSA noted that Fluor's price was \$132 million higher than the next best technically-rated offer. The SSA stated that although Fluor's price was higher than the other offerors, the combination of its technical and past performance clearly provided a superior benefit because it demonstrated an in-depth understanding of the solicitation requirements; presented key personnel who have Zone 1 knowledge and experience; and presented a quality control plan that will complement FEMA deliverables with minimal weaknesses. Id. As relevant here, the SSA justified paying the price premium associated with Fluor's proposal over DCG's proposal based on the comparison of strengths and weaknesses of each offeror's proposal, the value added by Fluor's technical and management approach, Fluor's highly experienced proposed key personnel, and Fluor's quality control plan. Id. at 27. Additionally, the SSA concluded that there was no uncertainty that Fluor's

proposal, when compared to P4R's, warranted the additional cost. Id. at 30. The SSA concluded that award to Fluor was in the best interests of the government. Id. at 30-31.

After a debriefing, in which FEMA provided offerors with the adjectival ratings and total prices,<sup>4</sup> DCG and P4R protested to our Office.

## DISCUSSION

DCG and P4R challenge multiple aspects of FEMA's evaluation of proposals. For example, both protesters allege that the agency evaluated offerors unequally. DCG challenges weaknesses assigned to its proposal and the agency's assignment of a marginal rating to its proposal under the technical factor's quality control plan subfactor. P4R also challenges the weaknesses assigned to its proposal. DCG and P4R challenge the agency's price analysis, contending that the use of the flawed IGCE rendered the price analysis unreasonable. Finally, the protesters challenge various aspects of the best-value tradeoff decision. We have considered all of DCG's and P4R's many protest grounds, and although we address only a portion of the arguments, we find that none provide a basis to sustain the protest.

### Unequal Treatment

P4R and DCG argue that the agency evaluated proposals unequally by assessing weaknesses in their proposals but not assessing similar weaknesses in Fluor's proposal. It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. ADNET Sys., Inc. et al., B-408685.3 et al., June 9, 2014, 2014 CPD ¶ 173 at 16. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. Right Direction Tech. Solutions, LLC, B-414366.2, June 13, 2017, 2017 CPD ¶ 202 at 6. We address below a few of those challenges under each subfactor.

#### Technical and Management Approach Subfactor

DCG argues that the agency unequally evaluated its and Fluor's proposal under the technical and management approach subfactor. First, DCG challenges the agency's assignment of a significant strength for Fluor's data analysis dashboard arguing that DCG proposed a suite of tools that provided similar offerings, yet the agency found Fluor's tools to be superior.<sup>5</sup> DCG Comments & Supp. Protest, May 3, 2018, at 29-31;

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<sup>4</sup> DCG was also provided a discussion of significant weaknesses.

<sup>5</sup> P4R also alleged unequal treatment with respect to the significant strength assigned to Fluor's proposal for its dashboard. P4R Comments & Supp. Protest, May 3, 2018, at 15-16. The agency responded to this protest ground, Supp. COS/MOL, May 14, 2018, at 19-20, but in filing its supplemental comments, P4R made no further mention of  
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DCG Supp. Comments & Supp. Protest, May 21, 2018, at 6-8. DCG argues that the SSA should not have identified this feature of Fluor's proposal as a discriminator between the proposals.<sup>6</sup> DCG Comments & Supp. Protest, May 3, 2018, at 31; DCG Supp. Comments & Supp. Protest, May 21, 2018, at 7.

The agency explains that DCG did not provide a feature similar to Fluor's feature for analyzing historical data. Supp. COS/MOL, June 8, 2018, at 16. In this regard, the agency explains that Fluor's data analysis dashboard [DELETED] to identify disaster-prone areas within Zone 1. Id. (citing AR, Tab AG, Fluor Proposal, at 2-14-2-19). The agency further explains that Fluor had already analyzed historical disaster data in Zone 1, which enables Fluor to prepare its resources and capabilities, and maintains that data in the data analysis dashboard. Id. As a result, the agency found Fluor's feature for analyzing historical data to be superior to DCG's web-based tools, because Fluor's feature provided a better understanding of what potential resources will be required. Id. In this regard, the SSA specifically found beneficial Fluor's technology to evaluate historical disaster data in order to initiate or predetermine FEMA's needs for its disaster coordination efforts. AR, Tab B, SSDD, at 23.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from actual differences between the offerors' proposals. See Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 6; Northrop Grumman Sys. Corp., B-406411, B-406411.2, May 25, 2012, 2012 CPD ¶ 164 at 8. Here, DCG has not made the requisite showing that the agency treated the two proposals unequally. See Alphaport, Inc., B-414086, B-414086.2, Feb. 10, 2017, 2017 CPD ¶ 69 at 7.

Here, DCG contends that its web-based tool contains: detailed information about its [DELETED] workforce; [DELETED] performance, [DELETED] records; a web-based [DELETED] with associated management functionality; task order and development-specific [DELETED] tools; a reference library with [DELETED] documents; and aggregate data from [DELETED]. See DCG Comments & Supp. Protest, May 3, 2018, at 30 (citing AR, Tab J, DCG Proposal, at 6); DCG Supp. Comments & Supp. Protest, May 21, 2018, at 7-8. We agree with the agency that the protester has not shown that its web-based tool also provided a feature for analyzing historical data that would allow it to have a better understanding of what potential resources will be required. Similarly, we agree with the agency that DCG's web-based tools were not tailored to its readiness

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this allegation. We therefore deem this protest ground to be abandoned. Batelco Telecomms. Co. B.S.C., B-412783 et al., May 31, 2016, 2016 CPD ¶ 155 at 4 n.5.

<sup>6</sup> The SSA stated that Fluor provided the government with an existing suite of tools to manage the contract and resources that DCG did not provide, including a data analysis dashboard to evaluate the history of disasters in Zone 1 to understand the potential resource requirements. AR, Tab B, SSDD, at 26.



activities in Zone 1, and did not analyze historical disaster data in Zone 1, or [DELETED] to identify disaster-prone areas within Zone 1. Since DCG's web-based tools were clearly not "similar offerings," this protest ground is denied.

Second, DCG argues that the agency engaged in unequal treatment by assessing a weakness to DCG's proposal under the technical and management approach and capabilities factor for a lack of detailed information about the qualifications of 14 categories of staff. DCG Supp. Comments & Supp. Protest, May 21, 2018, at 18-19. DCG contends that the agency erred by not assessing a weakness to Fluor for similarly not providing the same details. Id.

In response, the agency concedes that the weakness assessed to DCG regarding its failure to provide qualifications for its professional and nonprofessional staff should have also been assessed to Fluor. Supp. COS/MOL, June 8, 2018, at 14-15. The agency nonetheless maintains that DCG was not competitively prejudiced by this error because the weakness assessed to DCG's proposal regarding the qualifications of labor categories was not discussed in the SSA's tradeoff decision between DCG and Fluor, and was not a deciding factor in the SSA's determination that Fluor provided the best value to the government. Id. at 14. In this regard, the agency explains that the SSA emphasized in his selection decision that while DCG presented good ideas for its technical and management approach, compared to Fluor it lacked a quality control plan that would ensure successful quality and timely implementation of its approach. Thus DCG's approach increases the risk that DCG will not achieve the government's requirements. Id. (citing AR, Tab B, SSDD, at 26). The agency further explains that under the technical and management approach subfactor, the SSA focused on the value of the significant strengths in Fluor's proposals and not on the weaknesses in DCG's proposal. Id.

On this record, the protester's argument provides no basis to sustain the protest. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. Northrop Grumman Sys. Corp., B-412278.7, B-412278.8, Oct. 4, 2017, 2017 CPD ¶ 312 at 18.

Here, the performance work statement (PWS) required contractors to maintain a pool of 400 staff for each respective zone to provide professional and nonprofessional services to the agency to support the implementation of the public assistance program. RFP at 16. The qualifications and associated tasks for the 14 labor categories that comprised the 400 staff were identified in the solicitation. Id. at 103-106. The record reflects that neither DCG nor Fluor provided detailed information about the qualifications of the 14 labor categories. Compare AR, Tab M, TER, at 28 with AR, Tab J, DCG Proposal, at 10 with AR, Tab AG, Fluor Proposal, at 2-9.

However, we agree with the agency that the protester has not demonstrated how it was competitively prejudiced. For example, in the tradeoff analysis, the SSA specifically emphasized the value of a significant strength and two additional strengths<sup>7</sup> in Fluor's proposal that provided more value to the government. AR, Tab B, SSDD, at 26. In fact, none of DCG's weaknesses assessed under this subfactor were specifically identified in the SSDD as a discriminator. Id. Under these circumstances, we see no reasonable possibility that the assessment of any additional weaknesses to Fluor's proposal that were substantively similar to those assessed to DCG's proposal would have meaningfully changed DCG's competitive position in comparison to Fluor. See McKean Def. Grp., LLC, B-415254.2, Dec. 19, 2017, 2017 CPD ¶ 389 at 11; Systalex Corp., B-407761 et al., Feb. 12, 2013, 2013 CPD ¶ 75 at 5. Accordingly, this protest ground is denied.

#### Key Personnel Subfactor

Both P4R and DCG argue that the agency unequally evaluated proposals when it assessed a weakness under the key personnel subfactor because DCG's and P4R's contract manager did not satisfy the solicitation's requirement for continuing professional education. Both protesters argue that Fluor's contract manager similarly did not satisfy the continuing professional education requirement but received no weakness. P4R Supp. Comments & Supp. Protest, May 21, 2018, at 46; DCG Comments & Supp. Protest, May 3, 2018, at 19-20; DCG Supp. Comments & Supp. Protest, May 21, 2018, at 9-10; 15-16; DCG Supp. Comments at 7-8. DCG also argues that the agency's assessment of a weakness was unreasonable because its proposal indicated that the proposed contract manager satisfied the 120 hours of continuing professional education requirement through his completion of 48 semester hours (roughly 660 class hours) of study for his graduate degree and a 65-hour contract management certification program. DCG Supp. Comments & Supp. Protest, May 21, 2018, at 9.

The agency states that the solicitation required the contract manager to have: (1) a four year course of study leading to a bachelor's degree, that included or was supplemented by at least 24 semester hours in accounting, business, finance, law, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management; (2) at least five years of experience in contract management and/or a related field; and (3) a minimum of 120 hours of continuing professional education. COS/MOL at 54; RFP at 14. The agency explains that Fluor's contract manager exceeded the 120-hour requirement for continuing professional education as reflected in the substantial list of training and certifications in the contract manager's resume. See Supp. COS/MOL, June 7, 2018, at 42-43. For example, the resume reflected that Fluor's contract manager attended the National Contract Management Association's (NCMA) annual training eight years in a row, which alone

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<sup>7</sup> DCG has not challenged the agency's assessment of these strengths or the SSA's identification of these strengths as discriminators.

would have provided Fluor's contract manager with 116 hours of continuing professional education training. Id. In contrast, the agency states that while DCG's contract manager satisfied some of the requirements, such as bachelor's degree supplemented with at least 24 semester hours in accounting, the agency did not see sufficient evidence of continuing professional education because the 65 hours of contract management classes fell short of the 120 hours. COS/MOL at 54.

On this record, we have no basis to object to the agency's evaluation. Here, the record shows that the agency did not consider education in pursuit of graduate degrees to satisfy the requirement for continuing professional education for either DCG's or Fluor's contract managers. Further, both P4R and DCG, although stating that their contract manager met the 120-hour requirement, each listed only one class as an example to support this assertion. See AR, Tab G, P4R Proposal, at II-32; AR, Tab J, DCG Proposal, at II-28. In comparison, Fluor's proposed contract manager's resume indicated that the individual exceeded the 120 hours of continuing professional education requirement and listed nine examples of classes, including the NCMA training. Accordingly, this protest ground is denied.

#### Quality Control Plan Subfactor

Finally, DCG argues that the agency's evaluation of its proposal and Fluor's proposal under the quality control plan subfactor was unequal. In this regard, DCG argues that the agency unequally assessed a significant weakness to its proposal for failing to discuss timelines applicable to its quality control plan,<sup>8</sup> but only assessed a weakness to Fluor's proposal for proposing to review [DELETED]. DCG Comments & Supp. Protest, May 3, 2018, at 26-27; DCG Supp. Comments & Supp. Protest, May 21, 2018, at 2-3. DCG contends that Fluor's proposal should have received a significant weakness because the potential impact of the weakness in Fluor's proposal is greater than the significant weakness in DCG's proposal.<sup>9</sup> Id.

In assessing the significant weakness, the agency explains it was concerned that DCG's quality control plan was not sufficiently detailed to ensure that DCG would submit the numerous required reports in a timely manner. The agency explains it reached this conclusion because the "reporting" section of DCG's quality performance

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<sup>8</sup> As relevant here, the agency assessed DCG the following significant weakness: "The [o]fferor's corrective action for reporting did not address the performance metric as it relates to specific timeframes." AR, Tab M, TER, at 30.

<sup>9</sup> As relevant here, the agency assessed Fluor the following weakness: "The [o]fferor states that as part of their self-inspection activities they will review [DELETED] to evaluate quality of work and identify technical or programmatic issues; however, this is a risk to the government if [DELETED] are not reviewed and it creates the potential for inaccuracies in staff work products, potentially causing delays in the submission of deliverables." AR, Tab M, TER, at 43.

matrix simply restated the reporting requirements, including the specific timeframes for reports set forth in the solicitation.<sup>10</sup> See Supp. COS/MOL, June 8, 2018, at 31-32. FEMA also explains that, while DCG proposed two potential corrective actions (“[DELETED]” and “[DELETED]”), these actions were focused on the quality of the reports, and did not explain how DCG would address a failure to submit the reports on time. Id. at 31. The agency further explains that combined with DCG’s general failure to adequately explain how it would provide timely services (for which it received multiple weaknesses),<sup>11</sup> this significant weakness was far more likely to result in delays to deliverables than Fluor’s weakness for its proposed use of [DELETED] to evaluate the quality of project worksheets. Id.

Based on our review of the record, we find no basis to question the agency’s judgments in performing the evaluation. DCG has not made the requisite showing that the agency treated the two proposals unequally. See Alphaport, Inc., supra. In this regard, DCG has not shown that only DCG was penalized for something that both DCG and Fluor proposed.<sup>12</sup> While DCG may disagree with the agency’s conclusions, DCG’s disagreement with those conclusions are insufficient to establish that the agency acted unreasonably. Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7.

DCG also argues that the agency engaged in unequal treatment in assessing a significant strength to Fluor’s proposal for providing details on its TOPR response process but not to DCG’s proposal when Fluor’s proposal did not appear to offer a

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<sup>10</sup> In this regard, the agency explains that the solicitation clearly required that the quality control plan demonstrate detailed management of the procedures to be followed to ensure services are performed in a timely manner and describe measures to be taken for corrective actions if work is not performed in accordance with the contract terms and conditions. Supp. COS/MOL, June 8, 2018, at 30-31 (citing RFP at 71, 76-77). The agency also points out that the solicitation warned offerors that a proposal consisting of general statements where the offeror simply rephrases or restates requirements for work to be performed is not responsive to the solicitation requirements. Id. at 31 (citing RFP at 73).

<sup>11</sup> In assessing multiple weaknesses, the agency specifically noted that “[t]he offeror did not detail[] how they will ensure services are performed in a timely manner . . . .”; “[t]he potential risk to the government is the offeror will not provide timely, quality products and not ensure the deployment of qualified staff or timely responses to [task order proposal requests (TOPRs)]”; “[t]he offeror’s quality control plan . . . lacked specific details on how they will maintain timeliness and responsiveness in the [quality control plan].” See AR, Tab M, TER, at 30.

<sup>12</sup> In fact, while the agency did not assess a weakness to DCG’s proposal, the agency points out the DCG’s internal deliverable review process also uses [DELETED] to review the quality of deliverables. See Supp. COS/MOL, June 8, 2018, at 32 (citing AR, Tab J, DCG Proposal, at 37).

meaningful difference or benefit above the process outlined by DCG in its proposal. See DCG Comments & Supp. Protest, May 3, 2018, at 27-29; DCG Supp. Comments & Supp. Protest, May 21, 2018, at 4. In its comments, the protester contends that the information provided by both offerors was substantively similar. Upon our review of the record, we note that Fluor provided more details regarding its process for responding to task orders in the quality control plan section of its proposal while DCG primarily outlined its process in the technical and management approach section of its proposal. DCG Supp. Comments & Supp. Protest, May 21, 2018, at 4. In this regard, however, the protester contends that the solicitation did not restrict offerors as to where in their proposals these matters should be addressed. Id.

Again, we find that DCG has not made the requisite showing that the agency evaluated the two proposals unequally. In this regard, the government was not required to search for information about DCG's quality control plan under one of the other subfactors; rather, the burden was on DCG to submit a clear and logically written proposal. See Carolina Satellite Networks, LLC; Nexagen Networks, Inc., B-405558 et al., Nov. 22, 2011, 2011 CPD ¶ 257 at 6 n.8 (agency is generally not required to search other volumes of an offeror's proposal for information bearing on identified weaknesses).

Further, the record does not support DCG's assertion that Fluor's proposal did not offer a meaningful difference or benefit above the process outlined by DCG in its proposal. See DCG Comments & Supp. Protest, May 3, 2018, at 28. Here, the record shows that the agency assessed a significant strength to Fluor's proposal because Fluor provided a detailed four-step process explaining how it would respond to TOPRs. Fluor's proposal also included decision-making authorities and measures to ensure quality responses to meet the government's requirements. See AR, Tab M, TER, at 40; AR, Tab AG, Fluor Proposal, at 2-34-2-36. While the protester points to several different parts of its proposal to argue that Fluor's proposal did not provide any meaningful differences, we agree with the agency that DCG did not provide a comparable detailed process. See DCG Comments & Supp. Protest, May 3, 2018, at 28; compare AR, Tab J, DCG Proposal, at 34, 37, 39-40 with AR, Tab AG, Fluor Proposal, at 2-34-2-36. Accordingly, the agency had no obligation to assess comparable strengths.

### Technical Evaluation

Both protesters argue that the agency unreasonably evaluated their technical proposals. In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the RFP evaluation criteria. Watts-Obayashi, JV; Black Constr. Corp., B-409391 et al., Apr. 4, 2014, 2014 CPD ¶ 122 at 9. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. 22nd Century Techs., Inc., B-413210, B-413210.2, Sept. 2, 2016, 2016 CPD ¶ 306 at 8. Moreover, it is an offeror's responsibility to submit an adequately

written proposal that demonstrates the merits of its approach; an offeror runs the risk of having its proposal downgraded or rejected if the proposal is inadequately written. Id.

## DCG's Evaluation Challenges

### Program Manager

DCG challenges the agency's assessment of weaknesses with regard to its program manager under the key personnel subfactor. Specifically, the protester argues that the agency utilized an unstated evaluation criterion in its assessment of a weakness for the program manager's failure to demonstrate specific knowledge in FEMA region 4. DCG Comments & Supp. Protest, May 3, 2018, at 18-19. In this regard, the protester argues that while the solicitation required knowledge of the zone, it did not require knowledge of the region within the zone. Id. Notwithstanding its contention of unstated evaluation criterion, the protester further argues in the alternative that it nonetheless demonstrated that its program manager's experience satisfied this unstated evaluation criterion. Id. at 19 (citing AR, Tab J, DCG Proposal, at 21).

In response, the agency explains that the solicitation expressly outlined each zone and the geographical coverage by FEMA region. COS/MOL at 53 (citing RFP at 12). In this regard, the agency explains that the regions are subsumed within the zone. Id. The agency further explains that region 4 is disproportionately impacted by hurricanes compared to the other regions in Zone 1 because it includes the entire southeastern United States, including Florida (which suffers from more than twice as many direct hurricane hits than any other state). Id.

While solicitations must inform offerors of the basis for proposal evaluation, agencies are not required to specifically list every area that may be taken into account, provided such areas are reasonably related to or encompassed by the stated criteria. MicroTechnologies, LLC, B-403713.6, June 9, 2011, 2012 CPD ¶ 131 at 3.

Here, the solicitation explained that the goal of this procurement is to efficiently and expeditiously provide supplemental resources needed to implement the public assistance program during major disasters and emergencies. RFP at 12. The solicitation also advised that while the predecessor contracts had a nation-wide span of operations, in order to more effectively provide resource support, the agency was limiting each contract to one of three geographical zones based on a historical workload assessment. The RFP also stated that the agency expected the contractor for each zone to be responsible for the resource requirements for major disasters and emergencies declared within the geographical zone, which includes specific regions. Id. The solicitation expressly advised that offerors were required to demonstrate the key personnel's knowledge of the proposed zone. Id. at 76. Thus, in our view, the agency's consideration of knowledge of a region is reasonably related to, and encompassed by, the subfactor's stated criteria. We therefore find no basis to sustain this protest allegation.

In support of its alternative argument that its proposal nonetheless satisfied the alleged unstated evaluation criterion, the protester contends that its proposal included a section that demonstrated the program manager's knowledge of Zone 1. See DCG Comments & Supp. Protest, May 3, 2018, at 19 (citing AR, Tab J, DCG Proposal, at 21). That section, entitled "Zone 1 Knowledge" states that: "[a]s Program Manager for federal agency IDIQ contracts with [several agencies], managed projects and provided professional and nonprofessional services at multiple locations in every state included in . . . Zone 1." AR, Tab J, DCG Proposal, at 21. This general statement in DCG's proposal provides no basis for the agency to assess the program manager's knowledge or experience of this zone or any region within this zone. On this record, we have no basis to object to the agency's assessment of a weakness.

### Quality Control Plan

DCG challenges the assignment of a marginal rating to its proposal under the quality control plan subfactor. DCG Protest at 13-17; DCG Comments & Supp. Protest, May 3, 2018, at 2-7. For example, the protester challenges the agency's assessment of a significant weakness for proposing a corrective action plan that was limited to individual problems and did not demonstrate the prevention of recurrence. DCG Protest at 13; DCG Comments & Supp. Protest, May 3, 2018, at 6. In this regard, the protester argues that its proposal discussed numerous approaches to prevent recurrence. Id. at 14.

The protester also challenges the agency's assessment of a significant weakness for failing to describe how it would manage staff and how work would be accepted and assigned. DCG Protest at 15-16; DCG Comments & Supp. Protest, May 3, 2018, at 6. In this regard, the protester argues that the lack of detail regarding the assignment of work was based on the lack of information in the solicitation. Id. The protester also contends that based on its experience as an incumbent contractor, it understood that the agency would direct the assignment of work. DCG Protest at 15. The protester further contends that it described its process for accepting and responding to task order awards by proposing to develop task order-level quality control plans (TOQCPs), however, DCG could not elaborate on the specifics of the TOQCPs because the work scope and deliverables for the task orders were not included in the RFP. DCG Comments & Supp. Protest, May 3, 2018, at 5; see also DCG Supp. Comments, June 12, 2018, at 17-18.

FEMA explains that it was not required to piece together disparate parts of DCG's proposal to infer what DCG proposed. COS/MOL at 58. The agency further explains that DCG's proposal did not clearly explain how its quality control plan would prevent performance issues from recurring. The agency explains that, at best, DCG provided tables that were difficult to follow, and included only a few bullet points describing DCG's proposed corrective actions for individual issues identified in the table (rather than DCG's overall approach to addressing all potential performance problems). Supp. COS/MOL, June 8, 2018, at 25-28. The agency explains that the examples of

approaches cited by the protester did not adequately explain how these approaches would prevent recurrence. Id.

The agency also explains that the solicitation clearly required the offeror's quality control plan to demonstrate a detailed approach for managing all tasks and services. Supp. COS/MOL, June 8, 2018, at 28-29. In this regard, the agency explains that it was unreasonable for the protester to assume, based on its experience as an incumbent contractor or its perceived lack of information in the solicitation, that it need not provide the specific details in its proposal that the solicitation required. Id. at 29-30.

Here, the solicitation required the contractor to prepare and adhere to an effective quality control plan for use on all task orders. RFP at 18, 71. The solicitation provided details on what offerors were to include and address in their quality control plans and how these different elements of the offeror's quality control plan would be evaluated. Id. at 18-19, 71, 76-77. For example, the solicitation instructed offerors to describe measures taken for corrective actions if work was not performed in accordance with the contract terms and conditions. Id. at 77. The solicitation also advised that the government would evaluate the offeror's ability to demonstrate how work would be accepted and assigned and the procedures that would be followed to ensure services are performed in a timely manner and of high quality. Id.

On this record, we agree with the agency that DCG's proposal failed to provide adequate detail in its quality control plan with regard to how its quality control plan would prevent performance issues from recurring. Here, the record shows that DCG's proposal included three tables that described its quality management tools and procedures, and included an outline of quality standards for PWS objectives 1 (readiness management and administration) and 2 (professional and nonprofessional services). AR, Tab J, DCG Proposal, at 36. DCG's proposal further stated that its quality standards include a description of the processes used to monitor performance, and the corrective actions that would be taken if any variances or deficiencies in its processes or deliverables are identified. Id. at 36. While these tables include a column for "Potential Corrective Action(s) if Performance Level Not Achieved," corresponding to various tasks identified in the PWS, the agency explained that the corrective actions pertained to individual issues, were general, and did not provide specific details on how these issues would not recur again. Id. at 38-43.

For example, the protester states that its proposed approach to assign [DELETED] and [DELETED] in defective areas was designed to prevent recurrence at the individual staff level. DCG Protest at 14. However, these approaches were proposed as corrective action only for activities pertaining to PWS objective 2, professional and nonprofessional services, for problems arising from the performance of individual staff members. See AR, Tab J, DCG Proposal, at 42-43. Similarly, the protester states that its proposal discusses how its contract manager would [DELETED] to identify any necessary process improvements for reporting-related tasks. DCG Comments & Supp. Protest, May 3, 2018, at 6. However, of the 29 categories of tasks identified by DCG in its tables, only [DELETED] (relating to reporting issues) indicate that a [DELETED] would



be performed. See AR, Tab J, DCG Proposal, at 41. As a result, we find reasonable the agency's concern that the tables in DCG's proposed quality control plan were overly focused on individual categories rather than on DCG's overall approach to addressing all potential performance problems. We also find reasonable the agency's conclusion that DCG did not adequately explain how its proposed corrective actions for individual categories of issues identified in the tables would prevent issues from recurring.

Further, we agree with the agency that DCG's commitment to develop a TOQCP was insufficient to demonstrate a detailed management approach for all tasks and services. DCG's proposal only stated that the TOQCP was: based on and in compliance with the DCG contract-level quality control plan; tailored to address each task order scope of work and deliverables; designed to meet FEMA task monitor goals for quality and schedule; described task order management organization; and included detailed descriptions of [DELETED] plans, [DELETED] review processes, and other specially-designed quality control tactics employed on the task order. AR, Tab J, DCG Proposal, at 37. DCG's proposal also stated that the TOQCPs will be provided to the FEMA task monitor and contracting officer representative for review and concurrence prior to implementation. Id. It was reasonable for the agency to find that the table with these bullet points did not explain how DCG would manage the process.

Accordingly, on this record, we do not find DCG's challenges under this subfactor to provide any basis to object to the agency's assessment of the weaknesses and significant weaknesses or assignment of a marginal rating.

#### P4R's Evaluation Challenge

##### Role of Deployment/Readiness Manager

P4R raises multiple challenges to the weaknesses that FEMA assigned to its proposal. For example, P4R argues that FEMA applied an unstated evaluation criterion and unreasonably assessed a weakness to its proposal under the technical and management approach and capabilities subfactor for proposing that the deployment/readiness manager also function as [DELETED]. P4R Protest at 44. P4R contends that the RFP does not require the positions to be full-time; moreover, the government's own cost sheet provides for only 1,320 hours/year for the deployment/readiness manager, which is less than a full-time position. Id. P4R also contends that the [DELETED] responsibilities are a natural extension of the deployment/readiness manager's duties. P4R Comments & Supp. Protest, May 3, 2018, at 37.

FEMA explains that it assigned a weakness to P4R's proposal for proposing that the deployment/readiness manager will also function as the task manager because it was concerned that the deployment/readiness manager would be unable to maintain and deploy staff and also serve as the [DELETED], particularly during disaster situations, in light of the significant responsibilities assigned to the deployment/readiness manager in the RFP. Id. at 16-17. FEMA states that having the deployment/readiness manager

perform [DELETED] duties outside of the 1,320 hours/year is illogical since the only time the deployment/readiness manager would need to perform the function of the task manager would be during a disaster, when the demands of the deployment/readiness manager's position would be the greatest and most critical. Id. at 18.

We find no basis to conclude that FEMA applied an unstated evaluation criterion in assigning a weakness to P4R's proposal for proposing that its deployment/readiness manager would also function as [DELETED]. While agencies are required to identify evaluation factors and significant subfactors, they are not required to identify all areas of each factor or subfactor which might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to or encompassed by the stated criteria. PTSI Managed Servs. Inc., B-411412, July 20, 2015, 2015 CPD ¶ 236 at 9. Here, the RFP stated that, under the technical and management approach and capabilities subfactor, offerors must demonstrate an understanding of the overall requirement, including an overall plan for managing requirements and resources and defining how organizational roles and responsibilities will be divided. RFP at 76. In our view, the agency's consideration of the protester's staffing approach is reasonably related to, and encompassed by, the subfactor's stated criteria.

In addition, the record before us supports the reasonableness of the weakness assigned to P4R's proposal. The PWS identified the deployment/readiness manager as a key individual with the responsibility to prepare for deployment operations, determine personnel deployment readiness status, and help assigned personnel prepare and process for deployments in the event of a disaster. RFP at 14, 20. P4R's comments and proposal support the agency's position that the deployment/readiness manager and [DELETED] duties are likely to be fulfilled simultaneously during a disaster.

For example, P4R's proposal states that: "Upon receiving an assignment from FEMA, our Program Manager, Deputy Program Manager, and [Deployment/Readiness] Manager [DELETED]. While this is happening, the [DELETED] that we have assigned to the task order [DELETED]." AR, Tab G, P4R Proposal, at II-12; see also P4R Comments & Supp. Protest at 37 (upon receiving an assignment from FEMA, the deployment/readiness manager will review the requirement and P4R's available resources, "and [DELETED]," [DELETED]). Although P4R disagrees with FEMA's concern that an individual would be unable to simultaneously perform both deployment/readiness manager and [DELETED] duties in responding to a disaster, P4R Comments & Supp. Protest, May 3, 2018, at 36-37, P4R provides no basis for us to question the judgment of the agency in this regard. We therefore find no basis to sustain this protest allegation.

#### Additional Staff

P4R argues that FEMA unreasonably assigned its proposal a weakness under the technical and management approach and capabilities subfactor for proposing [DELETED] at no direct cost to FEMA. P4R Protest at 57-58; P4R Comments & Supp. Protest, May 3, 2018, at 51-52. P4R states that the RFP did not require offerors to use

only the labor categories identified in the PWS. P4R Protest at 58. Furthermore, P4R contends that it should have been assigned a significant strength for this innovative idea instead of a weakness for this feature of its proposal. Id. at 65-66; P4R Comments & Supp. Protest, May 3, 2018, at 52.

FEMA states that the assignment of a weakness was reasonable because the solicitation specifically prohibited offerors from proposing labor categories that were not identified in the solicitation. COS/MOL at 30. FEMA states that offerors were actually informed multiple times that proposed alternative additional labor categories were not allowed. Id.

The record before us shows that the agency reasonably assigned P4R a weakness for proposing [DELETED] because the additional staff violated the terms of the solicitation. In this regard, the RFP was amended to provide answers to potential offerors' questions. See RFP at 141-177. At least six times FEMA responded to offerors' questions by advising the following: "The offeror cannot propose alternative labor categories. The Government has removed all references to alternative labor categories in both the PWS and the solicitation." Id. at 145 (Answer No. 21), 146 (Answer Nos. 25 and 26), 151 (Answer No. 52), 170 (Answer No. 120); see also Answer No. 118 ("The offeror cannot propose additional/alternative labor categories. The Government has removed all references to alternative labor categories in both the PWS and the solicitation."). Accordingly, P4R has provided no basis to object to the agency's assignment of the weakness.

#### Functions of Key Personnel

P4R contends that FEMA unreasonably assigned it a weakness for its proposal lacking clarity in the functions of the program manager, deputy program manager, and deployment/readiness manager relating to the mobilization and deployment of staff. P4R Protest at 53-54; P4R Comments & Supp. Protest, May 3, 2018, at 48-49. P4R states that its proposal clearly explains the roles as follows: the program manager "[DELETED]," the deputy program manager "[DELETED]," and the deployment/readiness manager "[DELETED]." P4R Protest at 53 (referring to AR, Tab G, P4R Proposal, at II-5 (in the roles and responsibilities section)). P4R also states that its program manager, deputy program manager, and deployment/readiness manager [DELETED] to select staff to be deployed, and that its program manager [DELETED] decisions for staff to be deployed, but it is done in conjunction with the other key management personnel. Id. P4R contends that, rather than receiving a weakness, it should have received a significant strength. Id. at 54.

FEMA states that it reasonably found that P4R's proposal did not adequately address the roles of the program manager, deputy program manager, and deployment/readiness manager with respect to reviewing a task order proposal request. COS/MOL at 28-29. FEMA explains that the proposal's statement that the deputy program manager "[DELETED]" makes it unclear how the deputy program manager and the deployment/readiness manager, who is responsible for most human resources aspects

of the contract, divide responsibilities in selecting personnel. Id. at 29 (referring to AR, Tab G, P4R Proposal, at II-5). FEMA also states it was unclear from P4R's proposal whether the deputy program manager or the deployment/readiness manager--or both--would be responsible for recommending candidates to the program manager for approval. Id. FEMA states that in light of the RFP's emphasis on clear division of responsibilities among the program manager, deputy program manager, and deployment/readiness manager, the two statements in P4R's proposal do not address FEMA's legitimate concern for a clearly defined division of responsibilities in reviewing task order proposal requests, selecting candidates, and explaining the decision-making process for selecting candidates. Id.

Based on the record before us, the protester has not demonstrated that the agency's assessment of a weakness was unreasonable. The RFP required offerors to define how the organizational roles and responsibilities would be divided, decisions would be made, and information would be communicated. RFP at 76. As noted above, the section in P4R's proposal concerning roles and responsibilities provides general statements concerning the roles and responsibilities of the program manager, deputy program manager and deployment/readiness manager, but does not provide a level of detail concerning the division of roles and responsibilities with respect to reviewing task order proposal requests. For example, in the section on mobilizing staff, P4R's proposal states:

- Upon receiving an assignment from FEMA, our Program Manager, Deputy Program Manager, and [Deployment/Readiness] Manager [DELETED].
- Our Program Manager approves [DELETED].
- [O]ur [Deployment/Readiness] Manager [DELETED] to deploy and begin the deployment process.

AR, Tab G, P4R Proposal, at II-12-II-13. Additionally, in the section on deploying staff, P4R's proposal states: "Upon selection of assignment staff, our [Deployment/Readiness] Manager initiates standard procedures to [DELETED]." Id. at II-13. Even in P4R's chart showing its approach to mobilization and deployment, the mobilization and deployment parts of the graphic do not identify who is specifically responsible for mobilization and deployment activities. See AR, Tab G, P4R Proposal, at II-12. Absent these general statements, P4R's proposal did not discuss the division of roles and responsibilities with respect to reviewing task order proposals.

Offerors are responsible for submitting an adequately written proposal and agencies are not required to piece together disparate parts of a firm's proposal to determine its contents. SGT, Inc., B-405736, B-405736.2, Dec. 27, 2011, 2012 CPD ¶ 149 at 8. The RFP put offerors on notice that the agency would consider how roles and responsibilities would be divided. The agency could not determine the specific roles and responsibilities of the key personnel, especially the interaction of the deputy program manager and deployment/readiness manager. We conclude that FEMA reasonably considered that the general statements provided by P4R concerning the

roles of the program manager, deputy program manager, and deployment/readiness manager in reviewing task order proposal requests were unclear and thus merited a weakness.

### Price Reasonableness Evaluation

DCG and P4R argue that FEMA unreasonably determined that Fluor's price was fair and reasonable. DCG Comments & Supp. Protest May 3, 2018, at 24-26; P4R Comments & Supp. Protest, May 3, 2018, at 22-23. The protesters contend that the agency relied on a faulty IGCE in concluding that Fluor's price was reasonable because the IGCE was prepared using different plug numbers for the travel and other direct costs CLINs. Id. The protesters also contend that this error rendered the best-value tradeoff decision unreasonable. Id.

FEMA acknowledges that the plug numbers used in its IGCE did not match those offerors were instructed to use in the RFP. The agency explains that it recognized this error during the evaluation, but states that it nonetheless meaningfully evaluated the reasonableness of offerors' prices. Supp. COS/MOL at 38-39. FEMA also explains that it did not rely solely upon comparison with the IGCE to determine price reasonableness, but instead also conducted a comparative evaluation of the offerors' prices. Id. at 39. Finally, FEMA explains that, any errors in the plug numbers used to develop the IGCE did not impact the differences between the offerors' prices, and those differences were the focus of the tradeoff analysis. Id. at 40-41. FEMA states that, in any event, even if prices were adjusted to account for the error in the IGCE, Fluor's proposed price would still be within three percent of the IGCE. Id. at 39.

The Federal Acquisition Regulation (FAR) permits the use of various price analysis techniques and procedures to ensure fair and reasonable pricing, including the comparison of proposed prices received in response to the solicitation to each other or to an independent government estimate. FAR § 15.404-1(b)(2); Oasis Sys., LLC, B-407273.54 et al., June 19, 2014, 2014 CPD ¶ 199 at 14. A price reasonableness determination is a matter of administrative discretion involving the exercise of business judgment by the contracting officer that we will question only where it is unreasonable. AAR Airlift Grp., Inc., B-414690 et al., Aug. 22, 2017, 2017 CPD ¶ 273 at 9.

The protesters have not provided a basis for us to sustain the protest on this issue. The RFP advised offerors that the agency would use one or more price analysis techniques to ensure a fair and reasonable price, including comparison of proposed prices received in response to the solicitation and comparison with the IGCE. RFP at 79. The record shows that FEMA recognized the roughly \$19 million error with respect to its plug number for CLIN 0004, but nonetheless used the IGCE in its price analysis. AR, Tab N, Price Analysis, at 2. However, the record shows that the agency also compared offerors' total prices to each other, noting, as relevant here, that the price differential between Fluor's price and the next highest-priced offeror was approximately 15.4 percent, and that the difference between Fluor's price and P4R's, the lowest-priced offeror, was 41.7 percent. Id.

In conducting a line item analysis, the agency also noted that Fluor proposed the [DELETED] for the readiness management and administration CLIN, but proposed the [DELETED] for the disaster management and administration and fully-burdened labor rate CLINs, which resulted in the highest overall proposed price. Id. The evaluators concluded that these line item allocations did not present any risk to the agency and the offerors' prices were fair and reasonable. Id. Accordingly, although the agency's IGCE was flawed, where, as here, the agency uses another price analysis technique to determine price reasonableness, we find no basis to sustain the protest.<sup>13</sup> See AMTIS-Advantage, LLC, B-411623, B-411623.2, Sept. 16, 2015, 2015 CPD ¶ 360 at 11 (flawed IGCE creates no competitive prejudice where agency also used other price analysis techniques to determine price reasonableness); Strategic Resources, Inc., B-406841.2, Nov. 27, 2012, 2012 CPD ¶ 346 at 11 (agency's price realism analysis was reasonable, despite flawed independent government estimate because the agency also used other price analysis techniques).

### Selection Decision

DCG and P4R raise multiple challenges to the reasonableness of the agency's best-value tradeoff analysis.<sup>14</sup> For example, P4R argues that the SSA failed to look at the

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<sup>13</sup> P4R also argues that FEMA would have recognized how much higher-priced Fluor's proposal was in comparison with the other offerors had the agency removed the plug numbers from its analysis. P4R Comments & Supp. Protest, May 3, 2018, at 23. The RFP advised offerors that price analysis would be performed on the sum total (base and option period) of the readiness management and administration CLIN and the disaster CLINs located under the rollup tab of the pricing schedule. RFP at 79. Thus, P4R was on notice that the plug numbers would be included in the agency's price analysis, and was required to protest prior to the closing date of the solicitation. 4 C.F.R. § 21.2(a)(1) (Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals). To the extent that P4R argues that FEMA should have compared prices in other ways, the depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. Kiewit Infrastructure W. Co., B-415421, B-415421.2, Dec. 28, 2017, 2018 CPD ¶ 55 at 9. P4R has provided no basis to sustain its protest other than its disagreement with the agency's judgment.

<sup>14</sup> DCG raises a number of arguments objecting to the agency's best-value tradeoff analysis based on alleged errors in the agency's technical and price evaluation. See, e.g., DCG Protest at 22, 24-25; DCG Comments & Supp. Protest, May 3, 2018, at 23-26; DCG Comments & Supp. Protest, May 21, 2018, at 11-13. As described above, the record does not support DCG's challenges to the agency's evaluation. Accordingly, we find no merit to DCG's challenges to the agency's selection decision that are based upon those alleged errors.

discriminators between itself and Fluor under the past performance factor. In addition, P4R argues that the SSA failed to exercise his independent judgment because he relied solely on the draft SSDD provided by the SSEB.

### Consideration of Past Performance

P4R argues that the SSA failed to adequately consider the past performance discriminators, and failed to look behind the substantial confidence ratings of P4R and Fluor in its tradeoff analysis. P4R Protest at 33. P4R asserts that its past performance is superior to Fluor's and contends that the SSA failed to give its "incredibly relevant and highly successful" past performance sufficient credence in his tradeoff analysis. P4R Comments & Supp. Protest, May 3, 2018, at 30.

FEMA states that the SSA properly considered past performance in its tradeoff decision. COS/MOL at 73. FEMA explains that both P4R and Fluor presented past performance that met the relevance criteria and both offerors received positive ratings on their past performance questionnaires. Id. FEMA also explains that, unlike P4R, Fluor received a significant strength for its past performance. Id. FEMA states that the SSA devoted the majority of the tradeoff discussion to the most significant discriminators, which were related to the technical subfactors. Id. FEMA also states that, given Fluor's higher rating under the most important evaluation factor, it was unnecessary to conduct an exhaustive comparison of the offerors' equally-rated past performance. Id. at 72.

Based on the record before us, we find no basis to object to the SSA's consideration of past performance. As discussed above, the SSA noted that both P4R and Fluor received a past performance rating of substantial confidence demonstrating that they both have extensive relevant experience to perform the requirements. AR, Tab B, SSDD, at 29-30. The SSA also noted that both offerors had outstanding past performance questionnaires and were assessed no weaknesses under this evaluation factor. Id. at 30. Although P4R contends that the SSA was required to conduct a more in-depth analysis, an agency is not required to further differentiate between the past performance ratings based on a more refined assessment of the relative relevance of the offeror's prior contracts, unless specifically required by the RFP. See Pro-Sphere Tek, Inc., B-410898.11, July 1, 2016, 2016 CPD ¶ 201 at 9-11; University Research Co., LLC, B-294358.6, B-294358.7, Apr. 20, 2005, 2005 CPD ¶ 83 at 18. Here, the RFP did not contain such a requirement.

### SSA's Independent Judgment

P4R argues that the SSA failed to adequately document his independent judgment in the best-value tradeoff and new award decision. P4R Comments & Supp. Protest, May 3, 2018, at 81. P4R maintains that the SSA's concurrence with the draft SSDD provided by the SSEB without also receiving a debriefing, asking questions, or making any changes to the SSDD demonstrates that the SSA failed to exercise his independent judgment. Id.

FEMA states that there is no legal requirement for the SSA to personally write the document that reflects the selection decision. Supp. COS/MOL, May 14, 2018, at 44. FEMA explains that the SSDD adopted by the SSA contained a detailed summary of the technical evaluation team's findings as well as a detailed comparative assessment of proposals for the SSA's consideration. Id. FEMA states that the SSA carefully reviewed the underlying evaluation documents prior to the corrective action and during the corrective action the SSA was provided with a revised draft SSDD that provided a detailed summary of the evaluation team's findings. Id. at 45. FEMA contends that the detailed draft SSDD, combined with the SSA's knowledge from his review prior to making the original award, provided the SSA with a comprehensive understanding of the proposals and their relative merits, which enabled him to make an informed and reasoned judgment based on his independent review of the evaluators' recommendations. Id.

Section 15.308 of the FAR requires, in the context of a negotiated procurement, that a source selection decision be based on a comparative assessment of proposals against all of the solicitation's source selection criteria. The FAR further requires that while the SSA "may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment." Source selection decisions must be documented, and include the rationale and any business judgments and tradeoffs made or relied upon by the SSA. FAR § 15.308.

We have consistently recognized that agency selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results in making their determination. See, e.g., U.S. Facilities, Inc., B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 15. Our Office has explained that so long as the ultimate selection decision reflects the selection official's independent judgment, agency selection officials may rely on reports and analyses prepared by others. See, e.g., Puglia Eng'g of California, Inc., B-297413 et al., Jan. 20, 2006, 2006 CPD ¶ 33 at 8. The fact that the SSA based his decision on the recommendation of the agency evaluators, without performing an independent review of all documentation, is not sufficient to show that the decision did not represent his own independent judgment. InCadence Strategic Solutions Corp., B-410431.2, Dec. 22, 2014, 2015 CPD ¶ 57 at 5.

Here, the SSEB provided the SSA with a detailed draft SSDD that discussed the significant strengths, strengths, weaknesses, and significant weaknesses in each offeror's proposal. See AR, Tab B, SSDD, at 6-21. The SSDD also contained the price analysis and a comparison of the relative merits of the offerors' proposals. Id. at 22-30. The SSA states that, based on the information presented in the SSDD, he had a comprehensive understanding of the proposals and relative merits, and concurred with the revised findings and recommendations and made the final selection decision. AR, Tab AF, Decl. of SSA, at 2. Accordingly, on this record, we have no basis to conclude



that the SSA failed to exercise his independent judgment or to adequately document the rationale to support his source selection decision.<sup>15</sup>

The protests are denied.

Thomas H. Armstrong  
General Counsel

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<sup>15</sup> DCG also argues that because the selection decision contained little to no discussion as to why the benefits of Fluor's proposal warranted such large premiums, the SSA therefore, failed to meaningfully consider price in selecting Fluor's highest technically rated, highest price proposal. DCG Protest at 23-24; DCG Comments & Supp. Protest, May 3, 2018, at 32-34; DCG Comments & Supp. Protest, May 21, 2018, at 13-14. Here, however, the record shows that the SSA performed a detailed comparative assessment of the relative merits of the offerors' proposals as part of his tradeoff analysis and identified discriminators supporting his selection of Fluor's higher technically-rated, higher-priced proposal over DCG's lower technically-rated, lower-priced proposal. See AR, Tab B, SSDD, at 26-27. Where, as here, a solicitation provides that technical factors are more important than price, source selection officials have broad discretion in determining whether one proposal's technical superiority is worth its higher price, so long as the agency's decision is reasonable, consistent with the solicitation's stated criteria, and adequately documented. TMM Investments, Ltd., B-402016, Dec. 23, 2009, 2009 CPD ¶ 263 at 4-5. On this record, we have no objection to the agency's selection decision.