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Decision

Matter of: Solers Inc., a Peraton Company

File: B-418500.2; B-418500.3; B-418500.4; B-418500.5

Date: July 31, 2020

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Charmaine A. Stevenson, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency failed to give adequate consideration to significant organizational conflicts of interest, based on an alleged business partnership between the awardee and the company providing personnel to serve as non-government advisors, is denied where the agency's investigation was reasonable, and where the protester's assertions fail to present hard facts indicating the existence of an impermissible conflict.
 2. Protest challenging agency's evaluation of proposals as unreasonable and disparate, and challenge to the source selection decision, are denied where the record shows that the evaluation and selection decision were fair, reasonable, and consistent with the terms of the solicitation.
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DECISION

Solers Inc., a Peraton Company, of Arlington, Virginia, protests the issuance of a task order to Booz Allen Hamilton Inc., of McLean, Virginia, under request for proposals (RFP) No. 831812879, issued by the Defense Information Systems Agency (DISA), for support services for DISA's Development and Business Center, Business Cyber Development Directorate. The protester contends that the Booz Allen proposal contains an unmitigated organizational conflict of interest (OCI) and should have been deemed ineligible for award. The protester also contends that the agency's evaluation is unreasonable and disparate, and as a result, the selection decision is flawed.

We deny the protest.

BACKGROUND

The RFP was issued on September 4, 2019, pursuant to Federal Acquisition Regulation (FAR) part 16 procedures, to all large business holders of ENCORE III indefinite-delivery, indefinite-quantity (IDIQ) contracts.¹ Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 3. The RFP contemplated award of a fixed-price task order with a 1-year base period and four 1-year option periods. Agency Report (AR), Tab 1, RFP at 1.² The task order requires the contractor to support the development and sustainment of the Defense Industrial Base (DIB) Network (DIBNet), a web-based tool used to streamline and automate program activities, and to communicate cyber threat information to, and collaborate with, DIB participants in a secure environment. AR, Tab 1a, Performance Work Statement (PWS) at 1-2.

Proposals were to be evaluated under the following factors: technical/management approach and price. The technical/management approach factor included the following subfactors, which were equal in importance: requirements development and management (PWS 6.2.1); DIBNet architecture (PWS 6.2.2.1); DIBNet engineering (PWS 6.2.2.3); and task order management (PWS 6.1.2). RFP at 4-5. The RFP stated that award would be made on the basis of a best-value tradeoff, where the technical/management approach factor was approximately equal in importance to the price factor. *Id.* at 4. In addition, the RFP informed offerors that VISTA Technology Services Inc., would provide non-government personnel to be used as advisors on the evaluation team, and that such personnel would have access to all aspects of the proposals. *Id.* at 3-4.

The agency received four proposals in response to the RFP. COS/MOL at 14. The agency evaluated technical/management proposals to identify deficiencies, risks, uncertainties, strengths, and weaknesses under each technical/management subfactor and assigned the following ratings, listed from highest to lowest: outstanding, good, acceptable, marginal, and unacceptable. AR, Tab 1f, RFP attach. 6, Evaluation Tables at 1. Each offeror's proposed price was evaluated for reasonableness and completeness, and the total evaluated price consisted of the proposed price for the base and all option periods, the 6-month option period pursuant to FAR clause 52.217-8, and surge pricing. RFP at 5.

¹ DISA awarded the ENCORE III contracts to provide the Department of Defense and federal agencies with a full spectrum of information technology services and solutions ranging from engineering development to full sustainment. See <https://www.disa.mil/-/media/Files/DISA/Fact-Sheets/ENCORE-III-Fact-Sheet.ashx?la=en&hash=2F7BF0D6A53499DCFC53A983F491C82E04B97454> (last visited July 23, 2020).

² The RFP was amended five times. Citations to the RFP are to the conformed copy of the RFP provided by the agency at Tab 1.

On February 10, 2020, the agency selected Booz Allen for award. COS/MOL at 4. On February 20, Solers filed a protest with our Office. *Id.* Among other allegations, the protester argued that an OCI existed between Booz Allen and VISTA, the company identified in the RFP as providing personnel to serve as non-government advisors to the evaluation team. Protest, B-418500, Feb. 20, 2020, at 32-36; see RFP at 3-4. In response to the protest, the agency advised that it would take corrective action by reevaluating proposals and making a new award decision, and take other action as necessary; accordingly, our Office dismissed the protest as academic. *Solers Inc., a Peraton Company*, B-418500, Mar. 23, 2020 (unpublished decision).

Following its re-evaluation, the evaluation team again recommended that award be made to Booz Allen. AR, Tab 10, Selection Recommendation Document at 27. The agency’s final assessment of the Solers and Booz Allen proposals was as follows:

	Booz Allen	Solers
Requirements Development and Management	Outstanding	Acceptable
DIBNet Architecture	Outstanding	Good
DIBNet Engineering	Acceptable	Acceptable
Task Order Management	Acceptable	Acceptable
Price	\$36,748,947	\$32,987,614

AR, Tab 5, Price Negotiation Memorandum (PNM) at 6. The contracting officer, who also served as the source selection authority, concurred with the evaluation team’s analysis and award recommendation. *Id.* at 11. Because Booz Allen was the apparent awardee, the contracting officer performed an OCI investigation. COS/MOL at 23. The contracting officer concluded that no OCI existed between Booz Allen and VISTA, and that Booz Allen was eligible for award. AR, Tab 4, OCI Investigation Memorandum at 4.

On April 16, the agency notified Solers that Booz Allen was selected for award. AR, Tab 6a, Solers Unsuccessful Offeror Letter. That same day, Solers received a written debriefing. AR, Tab 6b, Solers Debriefing. This protest followed.³

DISCUSSION

Solers challenges multiple aspects of the agency’s conduct of the procurement. First, the protester contends that the contracting officer failed to conduct a reasonable OCI investigation or require mitigation of a significant potential conflict of interest. Next, Solers argues that the agency improperly waived Booz Allen’s failure to comply with material requirements of the solicitation, the agency’s evaluation was unreasonable and disparate, and the best-value tradeoff decision is flawed. Although we do not specifically address all of Solers’s arguments, we have fully considered all of them and find that they afford no basis on which to sustain the protest.

³ The task order at issue is valued in excess of \$25 million. Accordingly, our Office has jurisdiction to consider Solers’s protest. 10 U.S.C. § 2304c(e)(1)(B).

Organizational Conflict of Interest (OCI)

The protester argues that DISA failed in its responsibility to identify, avoid, and/or mitigate a potential OCI. Protest at 28-32. Specifically, the protester indicates that on its website, VISTA, the non-government advisor identified in the RFP, identifies Booz Allen as a business partner.⁴ *Id.* at 30. Solers argues that “VISTA, in both advising DISA on the evaluation of contractor proposals and having a pre-existing business relationship with [Booz Allen], possessed an actual or apparent conflict of interest that prevented the company from providing impartial advice concerning the evaluation of [Booz Allen’s] proposal and potentially permitted [Booz Allen] the opportunity to learn non-public information about the DIBNet procurement.” *Id.* at 28. Solers further argues that VISTA is a small business that relies on its advertised partnerships with companies like Booz Allen, and clearly has a financial interest in Booz Allen receiving the award. *Id.* at 30.

The FAR requires that contracting officials 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 responsibility for determining whether an actual or apparent conflict of interest will arise, and to what extent the firm should be excluded from the competition, rests with the contracting officer. *Alliant Techsystems, Inc.*, B-410036, Oct. 14, 2014, 2014 CPD ¶324 at 4; *Aetna Gov’t Health Plans, Inc.; Found. Health Fed. Servs., Inc.*, B-254397.15 *et al.*, July 27, 1995, 95-2 CPD ¶ 129 at 12. Further, “[t]he exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it.” FAR 9.505.

We review the reasonableness of a contracting officer’s OCI investigation and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency’s, absent clear evidence that the agency’s conclusion is unreasonable. *Systems Made Simple, Inc.*, B-412948.2, July 20, 2016, 2016 CPD ¶ 207 at 7; *McConnell Jones Lanier & Murphy, LLP*, B-409681.3, B-409681.4, Oct. 21, 2015, 2015 CPD ¶ 341 at 13. In this regard, the identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Systems Made Simple, Inc.*, *supra*; see *Axiom Res. Mgmt., Inc. v. United States*, 564 F.3d 1374, 1382 (Fed. Cir. 2009). A protester must identify

⁴ The protester provided a printout from VISTA’s website that identified Booz Allen as one of VISTA’s “partnerships” in providing real world solutions to cyber challenges, and which stated as follows: “Booz Allen Hamilton and VISTA Technology Services provide technical, engineering and analytic excellence backed by strategy, to give our clients solutions that meet their full mission and business goals.” Protest, Exh. Z, www.vistatsi.com/partnerships.html (printed Feb. 20, 2020). This statement and any identification of Booz Allen as a partner has since been removed. See www.vistatsi.com/partnerships.html (last visited July 23, 2020).

hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *TeleCommunication Sys. Inc.*, B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 3-4; see *Turner Constr. Co., Inc. v. United States*, 645 F.3d 1377, 1387 (Fed. Cir. 2011).

The situations in which OCIs arise, as described in FAR subpart 9.5 and the decisions of our Office, can be categorized into three groups: (1) biased ground rules; (2) impaired objectivity; and (3) unequal access to information. Here, the protester argues that there is an unequal access to information and impaired objectivity OCI as a result of Booz Allen's and VISTA's relationship, and VISTA's role in this procurement.

As noted, the RFP informed offerors that VISTA would provide non-government personnel to be used as advisors on the evaluation team, and that such personnel would have access to all aspects of the offerors' proposals. RFP at 3-4. The RFP required that offerors countersign and submit a non-disclosure agreement between VISTA and the offeror to acknowledge the use of non-government personnel. *Id.* at 3. In pertinent part, the agreement, signed by VISTA's President and Chief Operating Officer, includes the following statement by VISTA regarding the VISTA personnel to be used as advisors:

This employee has been informed of his/her obligation not to disclose to any individual, business entity, organization, or anyone outside of the [source selection team] any contractor bid or proposal information or source selection information as defined in [FAR] 3.104-4, or any contractor's proprietary information submitted in response to the Solicitation for as long as such information remains proprietary. This employee will be required to protect all such information from unauthorized use or disclosure, and refrain from using the information for any purpose other than that for which it was furnished.

AR, Tab 1k, RFP attach. 11, Non-Disclosure Agreement Between Non-Government Advisor's Company and Offeror.

In addition, the RFP required that offerors identify in their proposals whether any actual or potential OCIs existed as described in FAR subpart 9.5, and to submit a plan detailing how an OCI would be mitigated and/or avoided if one existed, or provide sufficient detail to support its position that one did not. RFP at 2. In its proposal, Booz Allen did not identify its business relationship with VISTA as an actual or potential OCI in response to the RFP's OCI disclosure requirements. See AR, Tab 4e2, Booz Allen OCI Communication at 1.

The contracting officer states that following the agency's re-evaluation of proposals and identification of Booz Allen as the apparent awardee, an investigation was conducted to determine whether an OCI existed as a result of a business relationship between Booz Allen and VISTA. AR, Tab 4, OCI Investigation Memorandum at 1. At the contracting officer's request, two VISTA employees that served as advisors to the evaluation team

each responded to an OCI questionnaire. *Id.* at 3. Both VISTA employees stated that their access to proprietary information was limited to proposal information and that each provided document review and administrative services to the evaluation team. AR, Tabs 4b and 4c, VISTA Non-Government Advisor Questionnaires. In addition, the VISTA employees responded that they did not disclose any proprietary proposal information outside of DISA or to anyone outside of the procurement, did not evaluate proposals or recommend a specific offeror for award, and never discussed the procurement with Booz Allen. *Id.*

The contracting officer also engaged in communications with executives of VISTA and Booz Allen. Booz Allen responded that it did not identify a relationship with VISTA in its proposal in response to the RFP's OCI requirements because VISTA and Booz Allen do not have any relationship with each other under Booz Allen's ENCORE III contract, or any other DISA contract. AR, Tab 4e2, Booz Allen OCI Questionnaire at 1-2. Booz Allen identified the following contractual relationships between itself and VISTA: (1) VISTA is a subcontractor to Booz Allen under a joint Navy and Marine Corps IDIQ contract with five active task orders for professional support services; (2) VISTA is a subcontractor to Booz Allen under an Army contract to provide data analysis, facilitate multidirectional communication, and training; and (3) Booz Allen is VISTA's subcontractor under an Army contract to provide installation status reporting system support services. *Id.* at 2. Booz Allen further explained that it does not have any special relationship with VISTA that provides a special status to the company, and VISTA is just one of [DELETED] companies that Booz Allen has successfully vetted for its Favorable Small Business Initiative, an internal list Booz Allen uses to quickly and efficiently identify qualified small business subcontractors. *Id.* at 3.

In its response to the contracting officer, VISTA identified the same contractual relationships as Booz Allen, and additionally disclosed that VISTA and Booz Allen have a teaming agreement to pursue two contracts with the [DELETED] under which VISTA would be Booz Allen's subcontractor if Booz Allen is awarded the contracts. AR, Tab 4a, VISTA OCI Questionnaire at 2-3. In response to a subsequent inquiry from the contracting officer, VISTA's President and Chief Executive Officer additionally stated as follows: "Neither [VISTA] or myself would receive any benefit, financial or otherwise, from [Booz Allen] receiving the contract as a result of the DIBNet procurement." AR, Tab 4d, VISTA Follow-Up Question Response at 1. The contracting officer also discussed VISTA's role in the procurement with the program office, and consulted with legal counsel. AR, Tab 4, OCI Investigation Memorandum at 3. The contracting officer concluded that no unequal access to information or impaired objectivity OCI exists as a result of any contractual relationship between Booz Allen and VISTA, or due to VISTA's role in the procurement as a non-government advisor. *Id.* at 3-4.

The agency argues that the contracting officer performed a thorough OCI investigation and reasonably concluded that no OCI existed as a result of VISTA and Booz Allen's contractual relationships. COS/MOL at 41-45. We agree. As discussed, the agency performed a detailed investigation into the OCI allegations related to the alleged partnership between VISTA and Booz Allen, and meaningfully considered whether

VISTA's objectivity in this procurement was impaired by an OCI, or if VISTA had access to information that provided it or Booz Allen with a competitive advantage. The record here does not support either of Solers's contentions of impaired objectivity or unequal access to information.

An impaired objectivity OCI exists where a firm's work under one government contract could entail its evaluating itself or its competitor, either through an assessment of performance under another contract or an evaluation of proposals. FAR 9.505-3; *L-3 Servs., Inc.*, B-400134.11, B-400134.12, Sept. 3, 2009, 2009 CPD ¶ 171 at 5. In these cases, the primary concern is that the firm's ability to render impartial advice to the government will be undermined by the firm's competing interests such as a relationship to the product or service being evaluated. FAR 9.505-3; *ORBIS Sibro, Inc.*, B-417406.2, B-417406.3, Nov. 19, 2019, 2019 CPD ¶ 404 at 12.

The record shows that despite the RFP's statement that non-government personnel would serve as advisors to the evaluation team, the VISTA employees that participated in the procurement provided document review and administrative services, and did not evaluate proposals or make an award recommendation. In addition, VISTA states that it is not in a position to benefit, financially or otherwise, from award of the contract to Booz Allen. The protester has failed to demonstrate that the contracting officer did not reasonably investigate and consider whether a potential or actual OCI existed, and has failed to identify any hard facts indicating the existence or potential existence of the alleged conflict. *TeleCommunication Sys. Inc., supra*.

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 a competitive advantage in a later competition. FAR 9.505-4; *Tatitlek Techs., Inc.*, B-416711 *et al.*, Nov. 28, 2018, 2018 CPD ¶ 410 at 4; *Cyberdata Techs., Inc.*, B-411070 *et al.*, May 1, 2015, 2015 CPD ¶ 150 at 6. The concern regarding this category of OCI is that a firm may gain a competitive advantage based on its possession of proprietary information furnished by the government or source 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. See FAR 9.505(b); *Alliant Techsystems, Inc., supra*; *Phoenix Mgmt., Inc.*, B-406142.3, May 17, 2012, 2013 CPD ¶ 154 at 3 n.6.

The record shows that two VISTA personnel had limited access to the proposals submitted in response to this procurement, and under penalty of perjury, both deny having shared the information with anyone outside of the procurement.⁵ The protester has failed to present any facts that demonstrate either VISTA or Booz Allen received a

⁵ In addition to providing responses to the questions, the VISTA employees stated as follows: "Pursuant to 28 U.S.C. § 1746, I declare, under the penalty of perjury, that the foregoing statements are true and correct to the best of my knowledge and belief." AR, Tabs 4b and 4c, VISTA Non-Government Advisor Questionnaires at 2.

competitive advantage as a result of VISTA personnel serving as non-government advisors in this procurement.

Nonetheless, Solers argues that the contracting officer's OCI investigation and conclusions are unreasonable, and failed to consider the extent to which VISTA, as a small business, is financially dependent on Booz Allen. Comments at 33-39. Specifically, Solers argues that the contracting officer sought only "narrow and generic information" from, and should not have accepted the statements made by, VISTA and Booz Allen. *Id.* at 37-38 ("Rather than simply asking the contractors to identify whether they broke the law, the Contracting Officer should have investigated the *potential* for an intentional or unintentional exchange of information."). We find this amounts to disagreement with the contracting officer's OCI investigation and conclusions, but does not establish that they were unreasonable. See *Liquidity Servs., Inc.*, B-409718 *et al.*, July 23, 2014, 2014 CPD ¶ 221 at 9-10. Consequently, this allegation is denied.

Proposal Page Limitation

The protester argues that the length of Booz Allen's technical/management proposal exceeded the RFP's page limitation and the agency improperly waived the requirement. Comments & 2nd Supp. Protest at 3, 4-8. Specifically, Solers argues that "it is clear that the document has 45 pages, and that the countable content is at least 38 pages long, and potentially even longer if the Executive Summary contains information not found elsewhere in the Technical Proposal." *Id.* at 7-8; see also Comments & 3rd Supp. Protest at 3-6 (arguing that Booz Allen's four-page executive summary should have been counted as part of Booz Allen's technical/management proposal and must have been used to improperly circumvent the RFP page limitation to provide additional and unique information). The agency argues that Booz Allen adhered to the RFP's page limitation. 2nd Supp. COS/MOL at 3-5.

As a general matter, offerors must prepare their proposals within the format limitations set out in an agency's solicitation, including any applicable page limits. *Facility Servs. Mgmt., Inc.--Advisory Opinion*, B-414857.9, Aug. 23, 2018, 2019 CPD ¶ 35 at 7. Correspondingly, agencies are required to evaluate proposals consistently, and in accordance with a solicitation's instructions, including any instructions relating to a proposal's format and page limitations. *DPK Consulting*, B-404042, B-404042.2, Dec. 29, 2010, 2011 CPD ¶ 12 at 4-6.

Here, the RFP stated that the technical/management approach portion of the proposal was limited to 30 pages, and would exclude the following: cover page, table of contents, glossary, executive summary, generic resumes, OCI mitigation plans, the

supply chain risk management plan, Section 508 compliance,⁶ task order management plan, and Defense Federal Acquisition Regulation System (DFARS) 252.237-7024 plan. RFP at 3, 4. The versions of the Booz Allen proposal filed by the agency in its report show that the document was a total of 45 pages. See AR, Tab 9, Booz Allen Technical/Management Proposal (Redacted); Tab 12, Booz Allen Technical/Management Proposal (Less-Redacted). Of the 45-page document, the first seven pages consist of a cover page, a table of contents page, a page with a list of figures and list of tables, and a four-page executive summary. *Id.* at Cover Page, i-vi.

As relevant here, the executive summary, which includes two tables, highlights Booz Allen's experience, especially its experience with DIBNet. *Id.* at Cover Page, i-vi (noting that Booz Allen has been a partner with DISA for more than eight years as the developer of DIBNet). The final eight pages of the 45-page proposal consist of the following four appendices: (1) a five-page DFARS 252.237-7024 plan; (2) a one-page OCI response; (3) a one-page government-furnished property response; and (4) a one-page Section 508 compliance response. *Id.* at A-1 to A-5, B-1, C-1, and D-1. The remaining 30 pages provide Booz Allen's technical/management proposal response. *Id.* at 1-30.

On this record, we find that the agency reasonably concluded the Booz Allen proposal complied with the RFP page limitation because it submitted a 30-page technical/management proposal response. The protester argues that the four-page length of Booz Allen's executive summary is "concerning," particularly since the executive summary contains two tables that purport to depict Booz Allen's "Demonstrated Expertise and Capabilities" and "Strengths, Capabilities, and DIBNet Focus Areas of the Booz Allen Team."⁷ Comments & 3rd Supp. Protest at 4; see also Supp. Comments on Document Production at 2-5. As noted, in the executive summary, Booz Allen provides

⁶ Section 508 of the Rehabilitation Act of 1973, as amended, requires federal agencies to ensure that their electronic and information technology provides comparable access to people with and without disabilities whenever an agency develops, procures, maintains, or uses electronic and information technology. *Visual Connections, LLC*, B-407625, Dec. 31, 2012, 2013 CPD ¶ 18 at 1.

⁷ The protester relies on our decision in *CORTEK, Inc.*, B-412047 *et al.*, Dec. 17, 2015, 2015 CPD ¶ 397, but we find that the facts here are distinguishable. In *CORTEK*, our Office concluded that the awardee's 26-page technical proposal, which included a 1-page executive summary, exceeded the solicitation's 25-page limitation. *CORTEK, Inc.*, *supra* at 6. The agency argued that the awardee's 1-page executive summary should be excluded from the page count. *Id.* The solicitation, however, did not permit any information, such as an executive summary, to be excluded from the page count. See *id.* Therefore, the RFP was silent regarding whether the executive summary was to be included in or excluded from the proposal page count. Here, the RFP did not limit the number of pages or prescribe what information should be provided in an executive summary, and expressly excluded it from the page limitation placed on offerors' technical/management proposals.

a description of its team's experience and capabilities as they relate to the technical/management subfactors, and its belief that it can meet and exceed the DIBNet requirements. The RFP did not specify the information to be provided in the executive summary or limit the number of pages, and specifically excluded it from the proposal page count. Therefore, the record does not support the protester's contentions, and we deny this protest allegation.⁸

Disparate Treatment

The protester argues that in at least three instances DISA credited Booz Allen with strengths that were not warranted because the proposed approach did not exceed the RFP's requirements. Comments & Supp. Protest at 7-10. In addition, Solers argues that DISA engaged in improper and unequal treatment by failing to credit Solers with the same strengths assessed for Booz Allen because its proposal included the same or very similar features. *Id.* at 10-15. We have reviewed the record and conclude that the agency's evaluation was reasonable, and the differences in the evaluation were the result of differences between the proposals. We address one representative example below.

In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. An offeror's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7. In addition, 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 proposals. See *Paragon Sys., Inc.; SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9.

⁸ Solers also argues that Booz Allen failed to submit a supply chain risk management (SCRM) plan in its technical proposal as required by the RFP, and is therefore ineligible for award. Comments & 3rd Supp. Protest at 3, 11-12. The agency argues that Booz Allen properly submitted its SCRM plan, as incorporated in its task order management plan. 3rd Supp. COS/MOL at 2-3. In this regard, the RFP required that offerors "submit a detailed SCRM plan as part of their technical proposal," and stated that "[f]ailure to present a SCRM plan with the proposal" would render the proposal ineligible for award. RFP at 2. However, as noted, the RFP expressly excluded the SCRM plan, as well as the task order management plan, from the calculation of the 30-page limitation of the technical/management proposal. *Id.* at 3; see also PWS 6.1.2 at 4 (requiring that the contractor's task order management plan "address or include the following: . . . supply chain risk management. . ."). The record shows that Booz Allen substantively included its SCRM plan in the task order management plan submitted with its technical/management proposal. AR, Tab 13, Booz Allen Task Order Management Plan at 11-18.

Here, the RFP defined a strength as an aspect of an offeror's proposal that "has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance." RFP, attach. 6, Evaluation Tables. Under the DIBNet architecture subfactor, the RFP required as follows:

The contractor shall demonstrate a plan to fully meet the requirements for designing, implementing, and maintaining DIBNet as an open, modular framework to facilitate component reuse and ease of capability integration as required by PWS 6.2.2.1. The contractor shall demonstrate a plan to meet requirements for selecting technical solutions that leverage or adapt industry standards, open-source, or broadly established public or [Department of Defense] interfaces when available, and develops new protocols or specifications when necessary. Contractor shall demonstrate their plan to meet requirements for ensuring new and adapted specifications are developed in partnership with industry, [Department of Defense], and DISA engineering organizations.

RFP at 4; see also PWS § 6.2.2.1 at 12 (requiring that the contractor maintain the current DIBNet architecture, or at the contractor's option and the government's approval, amend or replace the architecture, and reflect any new or enhanced capabilities including the security components to address current and future threats).

The agency identified a strength in Booz Allen's approach, stating in pertinent part, as follows:

[Booz Allen] described a thorough approach for incorporating the requirements development and management process throughout their proposal for enhancing the DIBNet program for future developmental capabilities through automation. . . . [Booz Allen's] [DELETED] strategy] develops [DELETED]. [Booz Allen] exceeded the [DIBNet architecture subfactor] requirement by incorporating an approach that will [DELETED]. This will benefit the government by introducing capabilities to its mission partners in a streamlined process with less contractor labor hours necessary for deployments, resulting in time savings for the Government. [Booz Allen] expertly described their [DELETED] strategy] in their proposal. This description provided a detailed description of "the what" their strategy included, and how it would be implemented into the program to benefit the government and its mission partners.

AR, Tab 10, Selection Recommendation Document at 5-6. Overall, the agency identified two additional strengths, for a total of three strengths, in Booz Allen's proposal under this subfactor, and assigned a rating of outstanding. *Id.* at 5.

Solers argues that Booz Allen should not have received a strength, or been more highly rated, for proposing an automated approach to the process of deploying releases because this approach simply meets, but does not exceed, the RFP's requirements. Comments & Supp. Protest at 10. Even so, Solers argues that it similarly proposed an automated approach to deploying releases, but inexplicably the agency did not also assign Solers a strength. *Id.* at 14-15.

The agency argues that it properly identified a strength for proposing an automated approach in Booz Allen's proposal for its so-called [DELETED] strategy because the strategy was detailed and well-defined, and would benefit the government during contract performance. Supp. COS/MOL at 12-13. The agency further argues that it did not treat the offerors disparately because Booz Allen's proposed strategy was not limited to the process of deploying releases but applies to the DIBNet architecture as a whole, and the Solers proposal, although proposing [DELETED], contains no such strategy. *Id.* at 13-15.

On this record, we find the agency's evaluation reasonable. Our review of the proposal confirms that Booz Allen proposed to "[DELETED]." AR, Tab 12, Booz Allen Technical/Management Proposal at 9. The proposal further states that the proposed approach "[DELETED]." *Id.*; see *id.* at 10-12 (detailing the following [DELETED] phases of its [DELETED] strategy approach: [DELETED]). The protester's disagreement provides no basis to conclude that it was unreasonable for the agency to identify Booz Allen's [DELETED] strategy as a strength in the proposal. *STG, Inc., supra.*

Further, regarding its allegations of disparate treatment, the record shows that Solers proposed to "[DELETED]" the current DIBNet architecture by implementing its [DELETED]. AR, Tab 2, Solers Technical/Management Proposal at 9-11 ("[DELETED]"). In its evaluation, the agency identified this approach as a strength because it would "bring[] value to the Government and its mission partners by introducing a new innovative solution for capability development and deployment." AR, Tab 10, Selection Recommendation Document at 20. The agency identified this as the only strength for Soler's proposal under this subfactor. On this basis, Solers was rated as good under this subfactor. *Id.* at 19.

The agency explains that although the Solers proposal [DELETED], this was a requirement of the RFP. AR, Tab 8, Decl. of Technical Evaluation Lead at 10; see, e.g., Tab 2, Solers Technical/Management Proposal at 9-10 ("[DELETED]"). The agency further explains that the Solers proposal did not provide the comprehensive approach to automation to maintain the entire DIBNet architecture as did the Booz Allen proposal, and states: "A good metaphor for this concept would be that Solers' [DELETED] approach focuses on the trees, while [Booz Allen's] approach focuses on the forest." AR, Tab 11, Supp. Decl. of Technical Evaluation Lead at 7. Because the record shows that the differences in the evaluation stemmed from differences in the proposals, we conclude that the agency did not treat offerors disparately. Therefore, we deny this protest allegation.

Best-Value Tradeoff

Finally, Solers argues that DISA's award decision was premised on an improper best-value analysis, is unreasonable and inconsistent with the requirement to equalize technical and price factors, and is undocumented. Protest at 32-36. In particular, the protester argues that although technical and price were relatively equal under the RFP, the agency failed to consider Solers's significantly lower price when selecting Booz Allen for award, and simply relies on the ratings rather than the underlying technical differences among the offerors. *Id.*; see also Comments & Supp. Protest at 39-44 (arguing that the record fails to explain why Booz Allen's proposal is superior or worth the 11 percent price premium).

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost and technical tradeoffs may be made, 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. *Booz Allen Hamilton Inc.*, B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 13-14. In reviewing protests of an agency's source selection decision, even in a task order competition as here, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Intelligent Waves LLC*, B-416169, B-416169.2, June 12, 2018, 2018 CPD ¶ 211 at 12.

Here, the record shows that following its evaluation of each proposal, the evaluation team substantively compared the proposals received from all four offerors under each technical/management subfactor. AR, Tab 10, Selection Recommendation Document at 24-26. Moreover, the evaluators concluded that Booz Allen's proposal was superior to the other proposals under the requirements development and management and DIBNet architecture subfactors, and all four proposals were relatively equal under the remaining subfactors. *Id.* at 26. The evaluators considered the strengths identified in the Booz Allen proposal and its technical superiority to the other proposals, and despite the fact that Booz Allen's price was the second highest, concluded that the proposal was worth the price premium, and recommended Booz Allen be selected for award. *Id.* at 27.

The contracting officer, who also served as the source selection official, agreed with the evaluators and selected Booz Allen for award. In this regard, the record shows that contrary to the protester's allegation, the contracting officer specifically considered Solers's lower price in the best-value tradeoff, as follows:

Solers' proposal is 11% or \$3,761,333 lower than [Booz Allen's] proposal. Thus, the question is whether the difference in price is outweighed by the benefits associated with [Booz Allen's] proposal. [Booz Allen's] proposal was assessed five total strengths while Solers' proposal was determined to offer only one strength. In addition, [Booz Allen's] proposal was

determined to be technically superior to that of Solers in two of the four Subfactors. Solers received a strength under [the DIBNET architecture] Subfactor 2 for proposing [DELETED] which is similar to the strength of [Booz Allen] where it proposed a microservices approach to architecture. However, [Booz Allen] had additional strengths, and the relative merits of [Booz Allen's] technical proposal outweigh the relative merits of Solers' technical proposal, and justifies the relatively small price premium of [Booz Allen's] proposal.

AR, Tab 5, Price Negotiation Memorandum at 10. On this record, we find the source selection decision to be reasonable.

The protest is denied.

Thomas H. Armstrong
General Counsel