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Decision

Matter of: Booz Allen Hamilton, Inc.

File: B-420116.6; B-420116.7

Date: August 22, 2022

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DIGEST

1. Protest challenging the agency's evaluation is denied where the record shows that the evaluation was consistent with the contents of the offerors' proposals and the terms of the solicitation.
 2. Agency's selection of a lower-rated, lower-priced proposal for award is unobjectionable where the agency's tradeoff decision demonstrates that the agency understood the relative merits and prices of the proposals.
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DECISION

Booz Allen Hamilton, Inc. (Booz Allen), of McLean, Virginia, protests the General Services Administration's (GSA's) issuance of a task order to General Dynamics Information Technology, Inc. (GDIT), of Falls Church, Virginia, under task order request for proposals (TORFP) No. ID04200119. The TORFP, issued by GSA on behalf of the Department of the Air Force, seeks information technology (IT) support services for the First Air Force/Air Forces Northern (AFNORTH) mission deployed systems and special programs. Booz Allen, the incumbent contractor, argues that the agency's evaluation, tradeoff analysis, and resulting award decision are unreasonable.

We deny the protest.

BACKGROUND

On December 8, 2020, GSA issued the solicitation on an unrestricted basis under GSA's Alliant 2, governmentwide acquisition contract (GWAC), which is a multiple award, indefinite-delivery, indefinite-quantity (IDIQ) contract vehicle.¹ *Id.* at 1.² The procurement was conducted pursuant to Federal Acquisition Regulation (FAR) subpart 16.5. *Id.* at 4. The solicitation contemplated the issuance of a single task order for a base year and four 1-year options. AR, Tab 16b, TORFP amend. 2, Performance Work Statement (PWS) at 3, 5. The selected contractor will provide IT support for AFNORTH, located on Tyndall Air Force Base, Panama City, Florida. Tyndall Air Force Base has the sole responsibility for ensuring aerospace control and air defense of the continental United States, U.S. Virgin Islands, and Puerto Rico. *Id.* at 4. The contractor will be required to implement and sustain end-to-end integrated IT solutions for AFNORTH by identifying capability shortfalls and new concepts, and investigating advanced IT solutions for the warfighter. *Id.*

The TORFP advised offerors that the task order would be issued to the firm whose proposal provided the best value, based on a tradeoff between price and the following equally weighted non-price factors: technical approach and past performance. TORFP amend. 2 at 4-6. The non-price factors, when combined, were considered significantly more important than price, although the solicitation advised that the government would not "make an award at a significantly higher overall price to achieve slightly superior non-price features." *Id.* at 4 (emphasis omitted).

In March 2021, GSA received proposals from three offerors, including Booz Allen and GDIT. After evaluating the proposals, GSA issued "confer letters" and conducted "confer sessions" with the offerors.³ AR, Tab 1, B-420116.2, B-420116.3, Contracting Officer's Statement (COS) at 4-5.⁴ After receiving and evaluating revised proposals

¹ The solicitation instructed offerors to submit proposals via GSA's electronic system, eBuy in response to request for quotations (RFQ) No. RFQ1469406. Agency Report (AR), Tab 16a, TORFP amend. 2 at 2.

² Citations to the record are to the pages of the Adobe PDF documents produced in the agency report. Additionally, the solicitation was amended twice and references to the TORFP are to the final version in amendment 2 at Tabs 16a and 16b.

³ The agency referred to exchanges with offerors for the purpose of soliciting proposal revisions as "confer sessions." The record refers to these exchanges as discussions even though this procurement is not conducted pursuant to FAR part 15, and we will do so as well for consistency with the record.

⁴ The agency filed an agency report in the earlier protest, *Booz Allen Hamilton, Inc.*, B-420116.2, B-420116.3, Dec. 17, 2021 (unpublished decision), that the agency has produced and references as part of the agency report for this protest.

GSA selected Booz Allen's proposal for the task order on July 15. Booz Allen's proposal was the highest technically rated as well as the highest priced. *Id.* at 5-6.

The solicitation provided that GSA would give offerors post-award feedback via its new IN-Depth Feedback through Open Reporting Methods (INFORM) 2.0 process.⁵ Pursuant to this process, both Booz Allen and GDIT requested debriefings and submitted questions to the agency. AR, Tab 1, B-420116.2, B-420116.3, COS at 6. GSA conducted the Booz Allen debriefing on July 21. *Id.* In the course of preparing for the GDIT debriefing and responding to its questions, the technical evaluation team (TET) realized that it had not considered all of GDIT's proposal and notified the contracting officer of the error. *Id.* GSA then halted its INFORM 2.0 post-award debriefing process and reevaluated the final proposals from all offerors. *Id.* at 6-8. At the conclusion of the reevaluation, the agency determined that GDIT's proposal, which was lower technically-rated and lower-priced than Booz Allen's proposal, was the best value to the agency. GSA issued a task order to GDIT for \$64,802,762 on August 18. *Id.* at 7-8, 10.

Booz Allen requested a post-award debriefing, which the agency held on August 26. *Id.* at 8. On August 30, Booz Allen submitted additional questions to GSA and sought confirmation from GSA that the post-oral debriefing questions were part of the required debriefing under FAR part 16. *Id.* at 9; AR, Tab 3a, B-420116.2, B-420116.3, Protest at 11 n.3.

Earlier Protests⁶

On August 30, Booz Allen also filed a protest with our Office challenging GSA's reevaluation of proposals and the resulting best-value determination. Additionally, Booz Allen argued that the agency's discussions were misleading and unequal. On September 13, after receiving GSA's responses to the post-oral debriefing questions, Booz Allen filed a second protest. Although Booz Allen termed its second protest a "renewed" protest, this protest was nearly identical to the August 30 protest and raised the same protest grounds. On September 23, our Office confirmed Booz Allen's withdrawal of its first protest, and closed the file without further action.

⁵ INFORM 2.0 is a GSA initiative "designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process." AR, Tab 16a, TORFP amend. 2, Instructions to Offerors at 18. INFORM 2.0 "seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision." *Id.* In accordance with the INFORM 2.0 process, GSA shares additional information with offerors that is not required by statute or regulation. *Id.*

⁶ For additional information about the earlier protests, see *Booz Allen Hamilton, Inc.--Costs*, B-420116.4, B-420116.5, July 27, 2022, 2022 CPD 194. In this decision, we only include information necessary to our discussion of the merits of the protest.

On December 14, after full development of the protest record on the second protest, the Government Accountability Office (GAO) attorney assigned to the protest conducted an alternative dispute resolution (ADR) conference. During the conference, the GAO attorney advised the parties that, in her view, GAO would likely sustain Booz Allen's challenges to the reasonableness of the agency's best-value determination. The GAO attorney explained the record did not demonstrate a meaningful comparison of the offerors' non-price proposals, and the agency failed to adequately document its best-value tradeoff analysis. The GAO attorney also advised that while she had concerns with the record regarding Booz Allen's remaining allegations, GAO was unlikely to sustain the other protest grounds.

On December 15, GSA notified our Office that it intended to take corrective action by conducting a new tradeoff analysis and best-value determination. AR, Tab 92, Notice of Corrective Action at 1. Notwithstanding Booz Allen's objection to the agency's proposed corrective action on the grounds it did not address Booz Allen's complaints regarding discussions, our Office dismissed Booz Allen's protest as academic. *Booz Allen Hamilton, Inc.*, B-420116.2, B-420116.3, Dec. 17, 2021 (unpublished decision).

Corrective Action

On May 9, 2022, the agency finished revising its tradeoff analysis and best-value determination, and issued an addendum to the award decision document (ADD).⁷ AR, Tab 96, ADD addendum 2. GSA did not otherwise reevaluate proposals or generate any new evaluation documentation as part of the corrective action; the contracting officer,⁸ who was also the source selection authority (SSA) for the procurement, relied upon earlier price evaluation, applicable non-price evaluation, and reevaluation consensus documents. AR, Tab 102, COS at 1. The final evaluation ratings and prices of the Booz Allen and GDIT proposals are as follows:

⁷ The original ADD (AR, Tab 39a, ADD) and ADD addendum 1 (AR, Tab 62, ADD addendum 1) remain applicable except where explicitly replaced by ADD addendum 2. AR, Tab 96, ADD addendum 2 at 1.

⁸ The contracting officer who made best-value determination here is different from the contracting officer who made the earlier award decisions. AR, Tab 102, COS at 2-3.

	Booz Allen	GDIT	Offeror 3
Technical Approach⁹	High Confidence	Significant Confidence	Little Confidence
Past Performance¹⁰	High Confidence	High Confidence	Medium Confidence
Price	\$73,515,966	\$64,802,762	\$54,281,310

AR, Tab 39a, ADD at 62; AR, Tab 62, ADD addendum 1 at 20; see also AR, Tab 96, ADD addendum 2 at 3.

In the best-value tradeoff analysis, the contracting officer compared the proposals of Booz Allen, GDIT, and Offeror 3. AR, Tab 96, ADD addendum 2 at 2-3. As relevant here, the contracting officer concluded that even though Booz Allen’s proposal offers “non-price advantages and reduced risk in performing areas of the [PWS,]” when compared to GDIT’s proposal, Booz Allen’s proposal “was not worth the \$8.7[million] price premium.” *Id.* at 3. The contracting officer found therefore that GDIT’s proposal offered the best value to the government and again issued the task order to GDIT. *Id.* at 26-27.

On May 9, the agency notified Booz Allen that the task order had been issued to GDIT.¹¹ Booz Allen protested to our Office on May 16.¹²

⁹ For the technical approach factor, the agency was to assign one of the following ratings to indicate the probability of successful performance: high confidence, significant confidence, medium confidence, little confidence, or no confidence. TORFP amend. 2 at 6-8.

¹⁰ For the past performance factor, the agency was to assign one of the following relevancy ratings for each past performance submission: very relevant, relevant, somewhat relevant, or not relevant. TORFP amend. 2 at 10. The agency was also to assign an integrated past performance confidence rating that accounted for the relevancy rating and represented the overall past performance evaluation. *Id.* The integrated past performance confidence ratings were as follows: high confidence, significant confidence, medium confidence, little confidence, no confidence, or unknown confidence. *Id.* at 11.

¹¹ The agency notified the protester that because GSA did not reevaluate proposals as part of its corrective action steps, there was no new evaluation information or additional findings to provide to Booz Allen and the earlier “letter and oral debriefing [Booz Allen] received on August 26, 2021 met the INFORM 2.0 debriefing requirements in the task order[.]” AR, Tab 97b, Unsuccessful Offeror Letter, May 9, 2022.

¹² The agency issued the task order to GDIT in the amount of \$64,802,762. Although the task order will be in support of a Department of Defense organization, the Alliant 2 GWAC is a civilian agency indefinite-delivery indefinite-quantity contract awarded by GSA. As such, the protest is within our Office’s jurisdiction because the value of the

DISCUSSION

Booz Allen raises four primary challenges to the award to GDIT: (1) the agency unreasonably reevaluated GDIT's proposal under the technical approach factor; (2) the agency's reevaluation of Booz Allen's past performance was unreasonable; (3) the agency engaged in misleading and unequal discussions with Booz Allen; and (4) the agency's best-value tradeoff supporting the award decision was unreasonable. If GSA had performed a proper evaluation and tradeoff, Booz Allen reasons, its proposal would have been selected for task order award, as it had been originally. While our decision here does not specifically discuss every argument raised, we have considered all the protester's allegations and for the reasons below, we find no basis to sustain the protest.

Pre-Corrective Action Protest Grounds

As a preliminary matter, GSA argues that all of Booz Allen's protest grounds except for its challenge to the agency's best-value tradeoff and resulting award decision should be dismissed because Booz Allen fails to state legally sufficient grounds as required by our Bid Protest Regulations. Req. for Dismissal at 2 (citing 4 C.F.R. 21.1(f)). The agency contends that Booz Allen's other protest grounds are "nothing more than a restatement of [Booz Allen's] arguments from the previous protest," which GAO signaled that it was likely to deny during GAO's ADR conference, and which concerned issues the agency did not address in its corrective action. *Id.* The agency argues that it took corrective action consistent with GAO's analysis provided during ADR and that "GAO determined that any protest grounds other than [Booz Allen's] protest allegations regarding the best value determination's tradeoff analysis were without merit." *Id.* at 3. The agency further argues that it was not required to address allegations unrelated to the agency's tradeoff analysis, and that GAO dismissed Booz Allen's protest based on the agency's corrective action, which was limited to revising its tradeoff analysis. *Id.* GSA argues, therefore, that the Booz Allen's non-tradeoff analysis protest grounds "do not state a valid basis for protest." *Id.*

Booz Allen maintains that none of its protest grounds should be dismissed. The protester first contends that the ADR did not provide a written decision on the merits of any issue previously raised. Resp. to Req. for Dismissal at 1-2. Booz Allen also argues that dismissing its non-tradeoff protest grounds would "weaponize the ADR process to prevent [the protester] from pursuing the merits of its claims." *Id.* at 3. In this regard, Booz Allen contends that no protest could be dismissed as academic following ADR because "it would be the one and only time that the protester could pursue its claims to a merits decision." *Id.* at 4. Furthermore, Booz Allen maintains there would be no incentive to attempt ADR "unless the protester was willing to waive any protest

order to be issued exceeds \$10 million. See 41 U.S.C. § 4106(f); *Analytic Strategies LLC; Gemini Indus., Inc.*, B-413758.2, B-413758.3, Nov. 28, 2016, 2016 CPD ¶ 340 at 4-5.

ground(s) other than the one(s) that the GAO attorney indicated a likelihood of sustaining.” *Id.* Booz Allen contends it is well-established that a protester may re-raise claims rendered moot by the agency’s corrective action. *Id.* at 5 n.3. The protester also argues that the procurement record for this protest is different from the record for the prior protest. *Id.* at 5-6.

We agree with the protester. ADR conducted by a GAO attorney does not amount to a written decision issued by our Office. See *WorldWide Language Res., Inc.*, B-418767.5, July 12, 2022, 2022 CPD ¶ 180 at 6 n.8. Moreover, a protester is generally not precluded from re-raising issues that were not addressed by the agency’s corrective action. *Hewlett Packard Enter. Co.*, B-413444.4, B-413444.5, Jan. 18, 2017, 2017 CPD ¶ 29 at 4 n.4 (“In the event the protester is not the successful offeror following the agency’s corrective action, it may file a protest challenging the issues not addressed in the agency’s corrective action, consistent with our Bid Protest Regulations.”).

Notwithstanding its limited nature, the agency’s corrective action was sufficient to render the earlier protest academic because it was possible that the revised tradeoff analysis could have resulted in issuance of the task order to Booz Allen. *Sun Chem. Corp.*, B-288466 *et al.*, Oct. 17, 2001, 2001 CPD ¶ 185 at 12 (finding that corrective action that results in a new source selection decision renders earlier protest allegations academic). Booz Allen’s protest grounds challenge the end result of the corrective action, as well as other evaluation errors not decided on the merits previously. Under these circumstances, we conclude there is no basis to dismiss Booz Allen’s non-tradeoff analysis claims for failing to state legally sufficient grounds of protest.

GDIT’s Technical Evaluation

Booz Allen argues that GSA unreasonably reevaluated several areas of GDIT’s proposal under the technical approach factor. In this regard, the protester raises the same challenges it asserted in its earlier protest, *i.e.*, that the agency’s reevaluation reflexively eliminated the significant weaknesses and weakness previously assigned to GDIT’s proposal rather than undertake a meaningful review of the proposal. Protest at 3, 19-31; Supp. Protest at 19-23. The protester further argues that the agency unreasonably removed a significant weakness assigned to GDIT’s proposal for failing to address a requirement in CLIN 008 related to computer forensic activities. Protest at 24-29; Supp. Protest at 19-23. In response, the agency contends that upon reevaluation, the evaluators reasonably determined that GDIT’s proposal met the solicitation requirements, and that the agency was not required to document these findings. GSA also responds that it reasonably determined GDIT’s proposal met the requirements for CLIN 008 by addressing a majority of the individual tasks subsumed in CLIN 008. AR, Tab 102, COS at 13-18; AR, Tab 103, Memorandum of Law (MOL) at 10-14. For the reasons discussed below, we find no basis on which to sustain the protest.

A contracting agency’s evaluation of offeror responses in a task order competition is a matter within the agency’s discretion. *Technatomy Corp.*, B-411583, Sept. 4, 2015,

2015 CPD ¶ 282 at 4. In reviewing an agency's evaluation, we will not reevaluate the responses; rather we will examine the evaluation to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and with procurement statutes and regulations. *Id.* at 4-5. A protester's disagreement with the agency's evaluation judgments, or with the agency's determination as to the relative merits of competing solicitation responses, does not establish that the evaluation or the source selection decision was unreasonable. *Addx Corp., B-414749 et al.*, Aug. 28, 2017, 2017 CPD ¶ 275 at 7.

Here, the record shows that the agency reasonably reevaluated GDIT under the technical evaluation factor and did not "reflexively" remove the weakness and significant weaknesses from GDIT's proposal during the reevaluation, as the protester contends. GSA admits that it initially failed to review part of GDIT's proposal, which resulted in the agency's assessment of three significant weaknesses for CLINs 003, 005, and 008, and one weakness for CLIN 006. AR, Tab 85, TET Chair Declaration at 2-3. After discovering this oversight, GSA reevaluated all of the proposals. *Id.* at 2.

The record shows that when the TET reevaluated GDIT's full proposal, the TET determined GDIT's proposal met the PWS sections and CLIN requirements and should not have been assigned the significant weaknesses and weakness. See AR, Tab 60, GDIT Consensus Reevaluation at 7; see also AR, Tab 85, TET Chair Declaration at 3. Specifically, the TET Chair explained:

When we conducted the re-evaluation of GDIT's same revised Technical Proposal dated 18 March 2021 and more closely reviewed all text on each page of the proposal, we realized GDIT addressed each of the areas noted in the weakness and three significant weaknesses in their proposal section response to PWS paragraphs 3.1 to 3.10.1. . . . We reviewed the requirements of CLINs 003, 005, 006, and 008 against the PWS paragraphs 3.0 to 3.11.3 and determined GDIT's revised proposal met the requirements for those CLINs. . . . Conducting the re-evaluation and removing a weakness and three significant weaknesses GDIT should not have been assigned, resulted in the evaluation team changing GDIT's Factor 1 rating from 'Little Confidence' (1 weakness and 3 significant weaknesses) . . . to 'Significant Confidence' (no weaknesses or significant weaknesses).

Id. (citations omitted). In this declaration, the TET Chair specifically details on which pages GDIT's proposal addressed these requirements. *Id.* at 3-10. The TET Chair also explains that when the evaluators determined the proposal did not warrant strengths or weaknesses, the evaluators did not include "an evaluative comment." AR, Tab 91, Supp. TET Chair Declaration at 2.

Although the protester argues that the agency's post hoc rationale explaining its reevaluation is inconsistent with the contemporaneous record and should be disregarded, Protest at 22-24 & n.13, we find nothing objectionable with the information

provided by the agency. An agency is not required to document all “determinations of adequacy” or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17; see also FAR 15.305(a) (requiring agencies to document “relative strengths, deficiencies, significant weaknesses, and risks supporting proposal evaluation”). Moreover, our Office will generally consider post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, as long as those explanations are credible and consistent with the contemporaneous record. *NWT, Inc.; PharmChem Labs., Inc.*, B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16. The TET Chair declaration fills in previously unrecorded details consistent with the contemporaneous record and demonstrates there was a reasonable basis for the agency to find that GDIT met the solicitation requirements.

With respect to the protester’s specific challenges regarding CLIN 008, the record shows that the agency reasonably found that GDIT’s proposal met the solicitation requirement. For CLIN 008, the TORFP required offerors to “[p]rovide engineering and design support for prototyping, implementing and demonstrating emerging AC5ISR¹³ Information Technologies (IT). Assist with program management planning support during Joint Concept Technology Demonstrations (JCTDs) and similar live or simulation demonstration events.” PWS at 64. Offerors were required to perform eleven distinct tasks within CLIN 008, including the provision of “IT support for computer forensic activities to accomplish end-to-end reconstruction and playback of collected audio, video, and data to assist in the analysis of critical air defense or other test events.” *Id.* at 64-65.

The TORFP explained that the government would “evaluate how well the Offeror’s Project Approach and CLIN Technical Solutions address and demonstrate the Offeror’s understanding of the PWS requirements,” as well as the offeror’s approach to performance and the ability to provide services. TORFP amend. 2 at 7. The solicitation also advised that the government would “consider the degree to which the Offeror’s proposal demonstrates a sound approach, including techniques, methodology, and the ability to integrate new processes and technology enhancements.” *Id.* The solicitation did not require the government to assign a weakness, significant weakness or deficiency when an offeror did not address a task, but instead, left it to the agency to generally “determine if an aspect of an offeror’s proposal increases the risk of unsuccessful performance.” AR, Tab 102, COS at 16.

In their initial evaluation, the evaluators did not review all of GDIT’s proposal; this review resulted in the assignment of a significant weakness for CLIN 008 because the evaluators thought GDIT did not describe how it would provide support for multiple tasks. AR, Tab 35, Post-Confer Sessions GDIT Evaluation, July 13, 2021, at 6-7. After

¹³ AC5ISR is the acronym for Joint Adaptive, Collaborative, Command, Control, Communications, Computer, Intelligence, Surveillance and Reconnaissance support. PWS at 64.

the reevaluation, when the agency reviewed GDIT's full proposal, the TET determined that GDIT met the requirements for CLIN 008. AR, Tab 85, TET Chair Declaration at 3. Specifically, GDIT's proposal addresses 10 of the 11 tasks making up CLIN 008. AR, Tab 102, COS at 16; see *also* AR, Tab 85, TET Chair Declaration at 7-10 (detailing the GDIT proposal pages that addressed the CLIN tasks). The TET Chair stated that "CLIN 008 tasks closely align with the verbiage of PWS paragraphs 3.1 to 3.10.1, so GDIT's description on how they will meet the requirements of PWS paragraphs 3.1 to 3.10.1 meets the majority of the requirements for CLIN 008." AR, Tab 91, Supp. TET Chair Declaration at 7. The TET Chair also noted that in GDIT's revisions matrix, under CLIN 006 and not CLIN 008, GDIT states that it supports forensics activities as part of a different contract. *Id.*; see *also* AR, Tab 33c, GDIT Final Proposal at 31.

In its agency report, GSA explains that the computer forensics activities task, which GDIT's proposal did not address, represented less than 10 percent of CLIN 008 and less than 1 percent of all CLIN requirement tasks for the task order. AR, Tab 102, COS at 16. GSA also explains that the evaluators concluded that "if an offeror's proposal met the majority of an applicable PWS or CLIN requirement, the evaluation team determined the proposal met the requirement." AR, Tab 103, MOL at 11; see *also* AR, Tab 91, Supp. TET Chair Declaration at 7. The agency concluded that missing 1 task out of 11 for this requirement did not increase risk to the successful performance of the project. AR, Tab 102, COS at 16-17. We find that the agency reasonably concluded that GDIT met the solicitation requirement for CLIN 008 and deny this protest ground.

Booz Allen's Past Performance Evaluation

Next, the protester challenges the agency's evaluation of its past performance as unreasonable. Booz Allen maintains that the agency downgraded the relevance of its past performance references when it reevaluated proposals in July 2021. The protester also contends that the agency conducted misleading and unequal discussions with the protester regarding the relevance of its past performance submissions. Protest at 31-43; Supp. Protest at 23-24. Here, we need not decide whether the agency's assessment was reasonable because we conclude that Booz Allen was not prejudiced by any potential error in the agency's evaluation of its past performance.

Competitive prejudice is an essential element of every viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *Raytheon Co.*, B-416211 *et al.*, July 10, 2018, 2018 CPD ¶ 262. As previously stated, the agency assigned Booz Allen's proposal a rating of high confidence under past performance, which is the highest possible rating. Moreover, each of Booz Allen's references was considered very relevant, which is the highest possible relevance rating. Therefore, no matter what the agency expressed during discussions, Booz Allen could not be rated any higher. To the extent that there were any errors to be found in the agency's evaluation of Booz Allen's past performance, or as the result of any discussions the agency conducted, and we do not make any findings in this regard, we

fail to see how the protester would have been prejudiced by those errors when each of the protester's references received the highest rating for relevance and the protester has been assigned the highest rating for the evaluation factor overall. See *Raytheon Co.*, *supra* (concluding that evaluation errors and misleading discussions did not result in competitive prejudice to the protester where the record does not show that but for the errors, the protester's prospect for award would have reasonably improved). Accordingly, we dismiss this protest ground.

Best-Value Tradeoff Analysis

Booz Allen argues that in selecting GDIT to receive the task order, the agency failed to make a comparative assessment of the qualitative merits of the proposals and unreasonably considered the two proposals substantially equal. Protest at 14-18. The protester also argues that GSA improperly discounted Booz Allen's superiority under the technical approach factor, thereby deviating from the solicitation's evaluation scheme. Supp. Protest at 8-19. Specifically, Booz Allen contends that the agency improperly discounted Booz Allen's significant strengths because the significant strengths were associated with Booz Allen's knowledge of the requirements as the incumbent contractor. *Id.* at 8-12. The protester also asserts that GSA discounted Booz Allen's advantages under the past performance factor. *Id.* at 14-19. As discussed below, we find no merit to these arguments.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one proposal's (or quotation's) technical superiority is worth its higher price. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* at 14. Generally, in a negotiated procurement--including task order procurements subject to the provisions of FAR subpart 16.5 that use negotiated procurement techniques--an agency may properly select a lower-rated, lower-priced quotation where it reasonably concludes that the technical superiority of the higher priced quotation does not outweigh the price advantage of the lower-priced quotation. *Science Applications Int'l Corp.*, B-416780, Dec. 17, 2018, 2018 CPD ¶ 44 at 3

The agency's rationale for any price/technical tradeoffs made and the benefits associated with the additional price must be adequately documented. FAR 16.505(b)(1)(iv)(D), (b)(7)(i); see *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 9. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, *supra*, at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs/prices of the competing quotations and that the source selection was reasonably based. *Id.* A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source

selection was unreasonable. *Engility Corp., B-413120.3 et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16.

With respect to the technical approach factor, the award decision identified the strengths for GDIT's proposal and the significant strengths for Booz Allen's proposal, and explained that these were the basis for assigning a significant confidence rating to GDIT's proposal and the highest rating of high confidence to Booz Allen's proposal under this factor. AR, Tab 96, ADD addendum 2 at 3-4, 11-20. The SSA noted that the significant strengths (for Booz Allen) and the strengths (for GDIT) "link directly to exceeding understanding and capability to perform, soundness of approach, ability to plan for and manage the task order including the CLINs, staffing plan and ability to identify barriers and risks and the adequacy of proposed plans to mitigate such barriers and risks outlined under the [technical] evaluation factor." *Id.* at 22 (Booz Allen), 24 (GDIT) (emphasis omitted). The SSA observed further that the difference in the offerors' likelihood of successful performance was one of degree and assessed whether the benefit of moving from "virtually no doubt" of successful performance and 'little or no [g]overnment oversight' (for [Booz Allen], the incumbent) to 'little doubt' of successful performance and 'minimal [g]overnment oversight' (GDIT)" was worth the price premium associated with an award to Booz Allen. *Id.* at 11. Ultimately, the SSA concluded that even though Booz Allen's proposal holds a non-price advantage over GDIT's proposal under the technical approach factor, Booz Allen's proposal did not merit a 13 percent or approximately \$8.7 million price premium. *Id.* at 11, 26.

Booz Allen challenges the agency's evaluation in this regard, arguing that the SSA failed to conduct a comparative assessment of the qualitative differences of each offeror's proposal under the technical approach factor. Based on our review of the record, however, we cannot conclude that the agency's evaluation was unreasonable.

The award decision reflects that the SSA acknowledged Booz Allen's technical advantages over GDIT. *Id.* Although the award decision does not elaborate on the degree to which Booz Allen's proposal was superior to GDIT's, the award decision assessed the different strengths and significant strengths assigned to each proposal for the technical approach factor, and compared the underlying evaluation results. *Id.* at 11-20.

Specifically, the SSA documented the evaluators' findings for the two proposals for each CLIN and for PWS section 8.4.1, which states that the "contractor is responsible for providing personnel who are fully qualified to perform the requirements identified in this performance work statement." *Id.* at 17. Booz Allen's proposal was assessed 11 significant strengths, whereas GDIT's received three strengths for CLINs 002, 006, and 007. With regard to the CLINs other than 002, 006, and 007, the SSA observed that

GDIT was not assigned a significant strength or strength by the evaluation team; however, the evaluation team determined they fully met this requirement. Further, the evaluation team did not identify any finding to

lead them to doubt the probability of successful performance or the need for additional [g]overnment oversight for GDIT. . . .

Id. at 12-14, 16-17. For CLINs 002, 006, and 007, the SSA recorded the evaluation team's reasons for assigning strengths. *Id.* at 12, 14-15.

The SSA then separated the CLINs into three categories to “unpack what the significant strengths and strengths truly meant in order to determine the value of what lies behind the ratings in comparing the offerors.” AR, Tab 102, COS at 6. First, the SSA found that for CLINs, 001, 003, 004, 005, and 010, Booz Allen's significant strengths, received for understanding the PWS requirements and proposing staff experienced with them, were largely attributable to its performance as the incumbent contractor. The SSA found, however, that GDIT met the requirements for these CLINs and the government had no doubt about the likelihood of GDIT's successful performance. AR, Tab 96, ADD addendum 2 at 17-18.

Next, the SSA compared the two proposals under CLINs 002, 006, and 007; these were the only CLINs for which GDIT's proposal received a strength that could be compared to a Booz Allen significant strength. *Id.* at 18. For each of these three CLINs, the SSA determined that Booz Allen had a slight advantage over GDIT. *Id.* By way of example, for CLIN 002, which seeks Intelligence, Surveillance, and Reconnaissance (ISR) IT “support to assist AFNORTH in accomplishing the mission of assisting partner nations in support of homeland defense and counterdrug operations,” PWS at 50, the agency assessed Booz Allen's proposal with a significant strength for experience supporting “[DELETED].” AR, Tab 96, ADD addendum 2 at 18. In contrast, GDIT's proposal received a strength for GDIT's experience conducting “[DELETED].” *Id.* The SSA concluded that while both offerors provided examples of how they would provide ISR support, Booz Allen had a slight advantage over GDIT. *Id.* For the three above CLINs as a group, the SSA determined Booz Allen had a slight advantage over GDIT because of Booz Allen's experience with the AFNORTH requirement. The SSA also determined, however, that Booz Allen's slight technical advantage did not support a price premium of \$8.7 million. *Id.*

Last, the SSA found that Booz Allen's proposal had discernible advantages over GDIT's proposal for CLINs 008, 009, and PWS section 8.4.1 due to Booz Allen's “strong staff and subcontractor[] (CLIN 008), and very unique staff expertise (CLIN 009 and PWS 8.4.1.)” *Id.* at 19. GDIT, on the other hand, was deemed to meet these requirements and the evaluators had no cause to doubt GDIT's successful performance. *Id.*

Based on our review, we do not find the award decision unreasonable. The award decision recognized that Booz Allen's proposal offered technical advantages over GDIT's that reduced risk in performing parts of the PWS and warranted its rating of high confidence. The award decision also recognized that GDIT's proposal met the solicitation requirements, with some strengths and no weaknesses, thereby warranted GDIT's rating of significant confidence. The award decision further recognized that the

non-price factors, technical and past performance, were of equal importance so that Booz Allen's technical superiority alone was insufficient to justify the \$8.7 million premium. AR, Tab 96, ADD addendum 2 at 11, 24-27.

Booz Allen argues that the SSA failed to perform a comparative assessment of the qualitative differences between the proposals and unreasonably determined them substantially equal under the technical approach factor by systematically discounting Booz Allen's advantages. We disagree. The record shows the SSA found Booz Allen's proposal superior to GDIT's proposal under the technical approach factor. The SSA's recognition that the Booz Allen's significant strengths were in part the result of its experience as the incumbent did not discount the strength of Booz Allen's proposal or diminish its superiority over GDIT's. In addition to observing that Booz Allen's significant strengths were due in part to its performance of the incumbent contract, however, the SSA concluded that the advantages and reduced risk offered by Booz Allen's proposal under the technical approach factor did not justify an \$8.7 million premium. We have no basis to conclude that the agency's judgment was unreasonable. *ABSG Consulting, Inc.*, B-407956, B-407956.2, Apr. 18, 2013, 2013 CPD ¶ 111 at 10 (denying protest where the agency's best-value tradeoff determination concluded that the protester's incumbent advantage was insufficient to justify its higher evaluated price).

Next, we turn to the protester's contention that the SSA improperly discounted Booz Allen's superiority in concluding that the proposals were essentially equal under the past performance factor. Upon review of the record, we have no basis to find the agency's evaluation unreasonable. The solicitation required that offerors provide examples of past performance information for three past or current contracts or task orders executed within the past three years from the deadline for responses to this solicitation. TORFP amend. 2 at 8. The solicitation provided for evaluation of an offeror's past performance in carrying out similar work, and would "measure[]the [g]overnment's confidence in the offeror's ability to successfully perform this project based on demonstrated relevant and recent performance." *Id.* at 9. In this regard, the solicitation provided that the references would be evaluated for relevancy based on similar scope of work, dollar value or magnitude of effort, and complexity. *Id.* at 10. As relevant here, similar work was defined as IT support services, with Department of Defense (DOD) IT support services to be consider more than non-DOD IT support services. *Id.* at 8. The TORFP also advised that offerors would receive two past performance ratings: (1) relevancy, as discussed, and (2) an integrated past performance confidence rating that considers the relevancy rating, as well as the quality of the work performance under the referenced contract. *Id.* at 10-11. The integrated past performance confidence rating represents the overall evaluation of the offeror for the past performance factor. *Id.* at 10.

In evaluating the offerors' proposals under the past performance factor, the SSA relied on the TET revaluation reports, which concluded that both offerors merited an integrated past performance rating of high confidence. AR, Tab 96, ADD addendum 2 at 3, 20. The evaluators found that both offerors submitted three recent references. *Id.* at 20. The evaluators compared the offerors' references to PWS sections 3.0 to 3.11.3

to determined relevance to the CLIN requirements and concluded that both offerors' references were of similar magnitude to this requirement. *Id.* The evaluators found that all three of Booz Allen's references merited a rating of very relevant, whereas GDIT submitted two references warranting a rating of very relevant and one reference warranting a rating of relevant. *Id.*

The SSA noted that for one of its references, Booz Allen received a rating of high confidence under all past performance areas, resulting in an overall rating of high confidence for the reference.¹⁴ *Id.*; see also AR, Tab 59, Booz Allen Consensus Reevaluation at 14-20. For its other two references, Booz Allen received mostly ratings of significant confidence (and one high confidence rating), resulting in overall ratings of significant confidence for these references.¹⁵ See AR, Tab 96, ADD addendum 2 at 20; see also AR, Tab 59, Booz Allen Consensus Reevaluation at 21-30.

By comparison, the SSA noted that the two GDIT references rated very relevant also received ratings of significant confidence for all past performance areas and overall. AR, Tab 96, ADD addendum 2 at 20; see also AR, Tab 60, GDIT Consensus Reevaluation at 12-14; 21-25. GDIT's third reference, which received a rating of relevant, also received mostly ratings of significant confidence for the past performance areas, with one rating of medium confidence. AR, Tab 96, ADD addendum 2 at 20; see also AR, Tab 60, GDIT Consensus Reevaluation at 15-20.

Examination of the award decision shows that the SSA considered more than the offerors' adjectival ratings in her tradeoff analysis. Although the SSA concluded that the proposals were "essentially equivalent" for the past performance factor, the SSA acknowledged that there was a discriminator between Booz Allen's and GDIT's past performance references related to the CLINs; Booz Allen's past performance was relevant to more CLINs than GDIT's past performance. AR, Tab 96, ADD addendum 2 at 20-21. This difference is reflected in the rating of relevant for one of GDIT's references. The SSA also acknowledged the overall rating of high confidence Booz Allen received for its reference for the incumbent AFNORTH contract. *Id.* at 21. The

¹⁴ GSA evaluated the following past performance areas: quality of work, management/personnel/labor, cost/budget control, customer satisfaction, schedule/timeliness of performance, and business relations. AR, Tab 96, ADD addendum 2 at 20.

¹⁵ There is disagreement among the parties and inconsistency within the agency report regarding the number of references for which Booz Allen received an overall past performance rating of high (as opposed to significant) confidence. Our review of the record shows that Booz Allen received one overall rating of high confidence (AR, Tab 59, Booz Allen Consensus Reevaluation at 21-22), and two overall ratings of significant confidence (*Id.* at 27, 30). Whether Booz Allen received one overall rating of high confidence or two is irrelevant here as Booz Allen cannot demonstrate it was competitively prejudiced because it received the highest integrated past performance rating and the SSA considered more than adjectival ratings in the tradeoff analysis.

SSA found that “both offerors submitted positive past performance references that were recent and of similar magnitude that met relevance standards compared to the PWS.” *Id.* Stating that she was aware of the advantages of each proposal, the SSA concluded there was “no meaningful difference” in what the firms offered for past performance and asserted that “[w]hile the proposals are not identical in every respect, any distinction between the two offerors for [p]ast [p]erformance is negligible.” *Id.* The SSA concluded further that the agency had “virtually no doubt” both offerors would perform the requirements with “little to no [g]overnment oversight.” *Id.*

While Booz Allen complains that the SSA’s determination that the offerors’ proposals were equivalent under the past performance factor discounts its experience as the incumbent and argues that its proposal should have been found to be superior to GDIT’s proposal, we are unable to conclude that the agency’s evaluation was unreasonable. A finding that proposals are essentially equivalent means that overall there is no meaningful difference in what they offer--it does not mean that the proposals are identical in every respect; one may be superior to the other in a variety of areas. See *Northern Virginia Serv. Corp.*, B-258036.2, B-258036.3, Jan. 23, 1995, 95-1 CPD ¶ 36 at 9. The SSA understood the advantages associated with Booz Allen’s proposal as a result of its incumbent experience and its other past performance references, but found that GDIT’s past performance references demonstrated equivalent experience.

The protester also argues that the circumstances here are similar to those in *Protection Strategies, Inc.*, B-414648.2, B-414648.3, Nov. 20, 2017, 2017 CPD ¶ 365; however, the protester’s reliance on *Protection Strategies* is misplaced. In *Protection Strategies*, the protester argued that the agency unreasonably ignored or minimized the differences between the vendors’ past performance records, despite the agency’s evaluation showing an advantage for the protester under this factor. *Id.* at 16. Our decision explained that “the contracting officer’s conclusion that there was a ‘minimal’ difference between the vendors’ past performance ratings was only a reflection of the ratings themselves, as opposed to an analysis as to why the difference between the vendors’ past performance records, on their merits, was ‘negligible’ and therefore did not merit a price premium.” *Id.* at 16-17. As such, we concluded that the award decision did not reasonably explain why the protester’s higher-rated quotation was not worth a price premium as compared to the awardee’s lower-rated quotation. *Id.* at 17. Here, in contrast, the SSA acknowledged Booz Allen’s technical advantages but concluded that these advantages were not worth the \$8.7 million price premium associated with Booz Allen’s proposal. AR, Tab 96, ADD addendum 2 at 26.

In particular, when conducting the tradeoff, the SSA acknowledged “the benefits and reduced risk” Booz Allen’s proposal offered for the technical factor. AR, Tab 96, ADD addendum 2 at 24. The SSA noted, however, that both Booz Allen and GDIT had “demonstrated they could both successfully perform the required effort with little to no Government oversight in achieving the required level of performance.” *Id.* The SSA concluded that Booz Allen’s non-price advantages were not worth the \$8.7 million price premium over GDIT, when the offerors were essentially equal for past performance. *Id.* at 25. On this record, where the SSA clearly acknowledged the benefits associated with

the protester's higher-rated, higher-priced quotation, but concluded that the benefits did not merit paying the price premium, we find no basis to sustain the protest.

The protest is denied.

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General Counsel