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Decision

Matter of: Alion Science & Technology Corporation

File: B-420778; B-420778.2

Date: August 31, 2022

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Colonel Frank Yoon, Michael J. Farr, Esq., Siobhan K. Donahue, Esq., and Kenneth J. Leroy, Esq., Department of the Air Force, for the agency.

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DIGEST

1. Protest challenging the agency's evaluation of proposals under the solicitation's labor basis of estimate and technical approach subfactors is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.
 2. Protest challenging the agency's comparative analysis and source selection decision is denied where the agency's best-value tradeoff and source selection decision were reasonable, adequately documented, and consistent with the terms of the solicitation.
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DECISION

Alion Science & Technology Corporation, of Fairfax, Virginia, protests the issuance of a task order to ManTech TSG-2 Joint Venture, of Herndon, Virginia, under Fair Opportunity Proposal Request (FOPR) No. P1-20-2224, issued by the Department of the Air Force, Air Force Installation Contracting Center, for research and development services in support of the Naval Surface Warfare Center, Corona Division's development, testing, and integration of warfighting training systems. The protester challenges various aspects of the agency's evaluation of proposals and source selection decision.

We deny the protest.

BACKGROUND

On June 11, 2021, the Air Force issued the FOPR to firms holding contracts under the Department of Defense (DOD) Information Analysis Center (IAC) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract, Pool 1.¹ COS at 5; Agency Report (AR), Tab 7, FOPR at 3.² The FOPR contemplated the issuance of a cost-reimbursable task order for a 48-month period to provide research and development related services to “develop current, accurate representations of new and existing advanced weapons systems and technologies and model those capabilities in a simulated environment in response to emerging threats and new capabilities.” FOPR at 5-6.

The FOPR provided for the issuance of the task order on a best-value tradeoff basis, considering cost and mission capability. AR, Tab 7a, FOPR Evaluation Criteria at 1. The mission capability factor contained three subfactors, in descending order of importance: (1) technical approach; (2) management approach; and (3) labor basis of estimate. *Id.* The FOPR stated that the mission capability factor was significantly more important than cost. *Id.*

Under the technical approach subfactor, the FOPR instructed offerors to describe the offeror’s “approach, including methods, models, tools, etc., to provide research, development, and incorporation of representations of advanced naval weapons systems into the Navy’s [c]ontinuous [t]raining [e]nvironment (NCTE).” AR, Tab 16a, FOPR amend. 0003, Proposal Preparation Instructions at 3-4. The evaluation was to consider the offeror’s proposed approach and understanding of the development and incorporation of advanced naval weapons systems into the NCTE and the offeror’s response to a technical scenario provided in the FOPR. AR, Tab 7a, FOPR evaluation criteria at 2-3; see FOPR at 85.

Under the evaluation of the management approach subfactor, the agency was to consider whether an offeror’s proposed program and project management approach would successfully and timely transition requirements, ensure system security, and

¹ The DOD IAC IDIQ contract provides for the issuance of task orders for research and development and associated services related to cybersecurity and information systems, homeland defense and security, and defense systems. DOD IAC Multiple Award Contract, https://dodiac.dtic.mil/wp-content/uploads/2020/05/IACMAC-onepager_v6-1.pdf (last visited August 20, 2022). Pool 1 is comprised of 15 firms that were awarded DOD IAC IDIQ contracts in a full and open competition. *Id.*; Contracting Officer’s Statement (COS) at 2.

² The agency amended the FOPR four times. COS at 5-8. Unless otherwise noted, citations to the FOPR in this decision are to the initially issued solicitation. Several of the agency report exhibits, including the FOPR, consist of multiple documents or separately paginated sections. The agency used a page numbering system to provide a single set of page numbers within each exhibit. Citations to agency report exhibits and the solicitation in this decision refer to the page numbers assigned by the agency.

accomplish the requirements of the performance work statement (PWS). AR, Tab 7a, FOPR Evaluation Criteria at 3.

The agency was to evaluate proposals under the labor basis of estimate subfactor by considering whether the offeror presented:

[A] sound project baseline and methodology expressed in terms of appropriate qualifications, skill sets, certifications, clearances, and scheduled labor hours required to successfully complete the technical and management requirements of the PWS.

Id.

The FOPR provided that the agency would assign each subfactor under the mission capability factor a combined technical/risk rating of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 2. The ratings were to represent an “assessment of performance risk in conjunction with the strengths, weaknesses and deficiencies assessed” to the subfactor of each offerors’ proposal.³ *Id.* at 1-2. The agency was to evaluate proposed costs for realism and reasonableness in accordance with Federal Acquisition Regulation (FAR) sections 15.404 and 31.201-3. AR, Tab 7a, FOPR Evaluation Criteria at 3.

The agency intended to make its source selection decision based on initial proposals, but the FOPR provided that the agency might conduct interchanges if necessary and in the best interest of the government. *Id.* at 1. Such interchanges could be held with all, some, or only one offeror and “may, or may not, afford an Offeror the opportunity to submit a revised proposal.” *Id.*

The agency received three timely proposals in response to the solicitation, including proposals from Alion and ManTech. COS at 6. After conducting initial evaluations and interchanges, the agency determined that the FOPR did not reflect the agency’s actual requirements with regard to required facility costs and minimum personnel qualifications. *Id.* at 6-7. Accordingly, the agency issued amendment 0003 to the FOPR. *Id.* at 7; AR, Tab 16, FOPR amend. 0003 at 1.

As relevant here, the revised FOPR changed all the required personnel qualifications specific to software engineers, network engineers, systems engineers, information assurance engineering personnel, subject matter experts, and shipboard alteration personnel to “preferred” qualifications. AR, Tab 16b, FOPR amend. 0003, PWS

³ As relevant here, the FOPR 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.” AR, Tab 7a, FOPR Evaluation Criteria at 2. The FOPR defined a weakness as a “flaw in the proposal that increases the risk of unsuccessful contract performance.” *Id.*

at 47-48. However, the FOPR maintained minimum qualification requirements for personnel assigned to Cyber Information Technology (IT) and Cyber Security Workforce (CSWF) positions. Specifically, the FOPR established that the personnel for these positions:

shall possess at least the minimum proficiency level per the current revision of [Department of the Navy] Cyberspace IT and Cybersecurity Workforce Management and Qualification (SECNAV M-5239.2) . . . and have obtained the required certifications and qualifications [in accordance with] the current revision of Cyberspace Workforce Management (DoD Directive (DoDD) 8140.01)

Id. at 47.

The deadline for the submission of revised proposals was November 23. AR, Tab 16, FOPR, amend. 0003 at 1. All three offerors submitted timely revised proposals. COS at 8. The agency evaluated Alion’s and ManTech’s final proposals as follows:

	Alion	ManTech
Mission Capability		
Subfactor 1 - Technical Approach	Good	Good
Subfactor 2 - Management Approach	Outstanding	Good
Subfactor 3 - Labor Basis of Estimate	Acceptable	Acceptable
Cost	\$361,065,340	\$337,321,916

AR, Tab 24, Fair Opportunity Proposal Analysis at 6.

The source selection authority (SSA) concurred with the evaluator’s technical/risk ratings and ultimately concluded that ManTech’s proposal represented the best value to the government. AR, Tab 25, Source Selection Decision Document (SSDD) at 3-4. While the SSA agreed that Alion’s proposal was superior to ManTech’s under the mission capability factor, the SSA found that the evaluated advantages in Alion’s proposal did not justify a \$23,743,424 price premium. *Id.* Following notice of the agency’s award decision and a debriefing, Alion filed the instant protest on May 24.⁴

DISCUSSION

Alion challenges various aspects of the agency’s evaluation of proposals as well as the resulting source selection decision. We note that the protester raises several collateral arguments. While our decision does not specifically address every argument, we have

⁴ The task order at issue is valued in excess of \$25 million, and was placed under an IDIQ contract awarded under the authority granted in Title 10 of the United States Code. Accordingly, our Office has jurisdiction to consider Alion's protest. 10 U.S.C. § 3406(f).

reviewed each argument and conclude that none provides a basis to sustain the protest. We discuss several representative issues below.⁵

Labor Basis of Estimate Subfactor

The protester challenges several aspects of the agency's evaluation under the labor basis of estimate subfactor. We have reviewed the protester's arguments and the evaluation record and find that none of the arguments provide a basis to sustain the protest. As discussed below, we find the agency's evaluation under the labor basis of estimate subfactor was reasonable and in accordance with the terms of the FOPR.

Challenges to the Evaluation of Alion's Proposal

Alion contends that multiple aspects of its proposal should have been evaluated as strengths under the labor basis of estimate subfactor. Comments & Supp. Protest at 21-24; Protester's Supp. Comments at 21-22. Alion asserts that it should have received a strength based on its proposed "in-place" and "highly skilled" personnel. Comments & Supp. Protest at 22-23. The firm also asserts that the agency should have assessed a strength for Alion's unique labor hour and skill mix approach. *Id.* at 23-24.

⁵ Alion withdrew several protest grounds. The firm initially argued that the agency unreasonably failed to assign strengths to several aspects of its proposal under the technical approach subfactor, and challenged several aspects of the evaluation of ManTech's proposal under the management approach subfactor and the cost realism analysis of direct labor rates. Protest at 24-33, 35-36, 47. In its comments and supplemental protest, Alion also alleged that the cost realism analysis failed to properly consider ManTech's staffing approach as it relates to telework. Comments & Supp. Protest at 27-28. The protester later withdrew these allegations. Comments & Supp. Protest, Exh. B, Withdrawn Protest Grounds; Protester's Supp. Comments at 22 n.19.

Alion also abandoned several arguments. In its initial protest, Alion alleged that the agency conducted a flawed cost realism evaluation of the offerors' proposed labor hours, skill mix, and subcontractor costs. Protest at 44-47. The agency provided a detailed response. Memorandum of Law (MOL) at 42-50. In response, Alion did not rebut or address many of the agency's arguments, noting that it still thought that the cost realism analysis was deficient, "albeit mostly for different reasons than Alion initially alleged." Comments & Supp. Protest at 24. Accordingly, Alion raised a supplemental protest ground that the cost realism evaluation was flawed because it was based on the agency's allegedly unreasonable evaluation of proposals under the labor basis of estimate subfactor. *Id.* at 24-26. We dismiss the protest grounds on which Alion did not comment as abandoned. See *Tec-Masters, Inc.*, B-416235, July 12, 2018, 2018 CPD ¶ 241 at 6.

The agency responds that the contemporaneous record demonstrates that it considered these elements of Alion's proposal, but reasonably did not view these aspects as warranting strengths. MOL at 38-42; Supp. COS/MOL at 32-33.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. In reviewing protests of an agency's evaluation and source selection decision in a task or delivery order competition, we do not reevaluate proposals; rather, we review 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. *Sapient Gov't Servs., Inc.*, B-412163.2, Jan. 4, 2016, 2016 CPD ¶ 11 at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7. An agency's judgment of whether to assess unique strengths is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *See Lukos, LLC*, B-416343.2, Aug. 13, 2018, 2018 CPD ¶ 282 at 8 (finding that agency is not required to assign additional strengths where its evaluation was reasonable).

Here, we find to be reasonable the agency's conclusion that the labor qualifications and labor hour and skill mix proposed by Alion in its labor basis of estimate did not merit strengths. The record demonstrates that the agency evaluators considered these aspects of Alion's proposal and concluded that they did not warrant strengths. AR, Tab 24a, Alion Consensus Evaluation at 14-21.

For example, Alion argues that its proposal deserved a strength for proposing "a very high percentage of" named, incumbent personnel "who satisfy all of the required and preferred qualification requirements." Protest at 42-43. However, the record demonstrates that the agency specifically considered the NCTE experience and availability of Alion's proposed personnel, yet did not find it merited a strength. In this respect, the agency noted in its evaluation of the PWS's transition task that Alion proposed "currently available personnel [that] meet all PWS 8.0 requirements, including experience with NCTE systems. . . ." AR, Tab 24a, Alion Consensus Evaluation at 15 (*citing* AR, Tab 12, Alion Vol. I Proposal at 32). The agency also evaluated the extent to which proposed personnel from each set of labor categories met the PWS's required or preferred qualifications. *See, e.g., Id.* at 18 (noting that 100 percent of Alion's proposed networks engineer positions "specifically identify certifications for each position such as, Security+ CE, CCNP, CISSP and CCNA.") Further, Alion does not point to, and our review of the record does not reveal, anything in the FOPR that would require the agency to specifically evaluate whether offerors proposed incumbent or named personnel.

On this record, we find that the agency considered the proposed “qualifications, skill sets, certifications, [and] clearances” as required by the FOPR. See AR, Tab 7a, FOPR Evaluation Criteria at 3. We also find that Alion has not demonstrated that the agency acted unreasonably or inconsistently with the evaluation criteria by not assessing a strength to Alion’s proposal for its incumbent and named personnel. Accordingly, Alion’s complaints in this regard reflect nothing more than its disagreement with the agency’s judgment, and provide no basis to sustain the protest. See *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

Challenge to the Evaluation of ManTech’s Proposal

Next, Alion argues that the labor mix proposed by ManTech in its labor basis of estimate did not meet the FOPR qualification requirements for personnel assigned to the Cyber IT or CSWF positions. Comments & Supp. Protest at 15-17; Protester’s Supp. Comments at 15-17. Alion specially points to the evaluators’ finding that [DELETED] out of [DELETED] proposed positions in the computer security systems engineers, networks engineers, and systems engineers labor categories meet the Cyber IT/CSWF qualification requirement. Comments & Supp. Protest at 16-17 (*citing* AR, Tab 24b, ManTech Consensus Evaluation at 18). Alion argues that this aspect of the agency’s evaluation demonstrates that not all Cyber IT/CSWF positions proposed by ManTech met the PWS’s requirements.⁶

We see no basis in the record to conclude that the evaluation was unreasonable. Alion’s argument assumes that all [DELETED] of the proposed positions are performing Cyber IT/CSWF requirements and should therefore have also been required to meet the required Cyber IT/CSWF position qualification requirements. Alion’s assumption is without a basis. Alion does not, identify, and our review of the solicitation does not reveal, a requirement for all of the proposed positions for these labor categories to perform the Cyber IT/CSWF requirements. Moreover, Alion does not otherwise demonstrate why ManTech could not meet the PWS’s Cyber IT/CSWF requirements with the [DELETED] proposed positions that had the required Cyber IT/CSWF qualifications. The record also shows that ManTech proposed to meet or exceed the PWS personnel qualifications throughout contract performance. AR, Tab 10, ManTech Proposal, Vol. I at 38. In light of the above, we conclude that Alion’s arguments here are nothing more than further disagreement with the agency’s judgement and deny this ground of protest.

Alion also contends that the agency unreasonably failed to recognize and evaluate alleged material inconsistencies between ManTech’s labor basis of estimate proposal and ManTech’s cost proposal. Comments & Supp. Protest at 4-9; Protester’s Supp. Comments at 1-10. The protester argues that ManTech’s revisions to its cost proposal

⁶ Alion notes that the agency explicitly found that Alion met this requirement for all proposed Cyber IT/CSWF positions while no such statements exists in the agency’s evaluation of ManTech. *Compare* AR, Tab 24a, Alion Consensus Evaluation at 17, *with* AR, Tab 24b, ManTech Consensus Evaluation at 18.

in response to FOPR amendment 0003 “drastically reduced the quality of its workforce,” which was not reflected by corresponding changes to its labor basis of estimate proposal. *Id.* As a result, Alion alleges that ManTech’s labor basis of estimate proposal consists of a stronger labor skill mix than that reflected in ManTech’s cost proposal. Comments & Supp. Protest at 13.

The agency responds that its evaluation of ManTech’s labor basis of estimate proposal was reasonable and in accordance with FOPR’s evaluation criteria. Supp. COS/MOL at 3. Specifically, the agency contends that Alion’s arguments fail to point to a single material inconsistency between ManTech’s labor basis of estimate proposal and ManTech’s cost proposal. *Id.* at 3-13. The agency explains that ManTech’s revised cost proposal in response to amendment 0003 lowered certain labor rates and changed corresponding cost codes, but did not change the proposed labor categories and skill sets. *Id.* at 5. The agency argues that ManTech’s choice to “propose a lower priced cost code for a particular skill set within a particular labor category does not” necessarily translate to a reduction in the proposed skill set or an inability to meet the described labor basis of estimate qualifications. *Id.* at 6.

As noted above, the FOPR provided that the agency would evaluate proposals under the labor basis of estimate subfactor by considering whether each offeror proposed a “project baseline and methodology expressed in terms of appropriate qualifications, skill sets, certifications, clearances, and scheduled labor hours required to successfully complete the . . . requirements of the PWS.” AR, Tab 7a, FOPR Evaluation Criteria at 3. The record shows that the agency considered the proposed qualifications, skill sets, certifications, clearances, and scheduled labor hours that ManTech proposed in its labor basis of estimate. AR, Tab 24b, ManTech Consensus Evaluation at 15-22. As relevant here, the agency evaluators specifically noted, by labor category, the percentage of proposed positions that ManTech’s proposal stated would meet the FOPR’s preferred qualifications. *Id.* at 18-21.

Here, we find no basis to question the agency’s evaluation of ManTech’s proposal under the labor basis of estimate subfactor in light of the contents of ManTech’s cost proposal. While Alion maintains that ManTech’s changed cost codes for certain labor categories in response to FOPR amendment 0003 must indicate a reduction in the qualification and skills in ManTech’s proposed labor basis of estimate, Alion does not point to, nor does our review of the record reveal, any material inconsistencies between ManTech’s labor basis of estimate and cost proposal.⁷ Further, Alion does not identify

⁷ In its discussion of a separate ground of protest, Alion identifies one inconsistency between ManTech’s labor basis of estimate and cost proposal. The protester notes that, for PWS task 3.9, ManTech’s cost model lists [DELETED] hours, while ManTech’s labor basis of estimate proposes [DELETED] hours. Comments & Supp. Protest at 15 n.3. However, to the extent the agency erred in its evaluation here, such an error was harmful to ManTech, not Alion, because the agency assessed that the lower proposed number of hours in the labor basis of estimate was sufficient to address the PWS task,

any aspect of ManTech's labor basis of estimate that does not meet the requirements of the PWS.⁸ Separately, Alion does not specify any unrealistic costs in ManTech's proposal when compared to the proposed qualifications, skill sets, certifications, or clearances in ManTech's labor basis of estimate.

Based on our review of the record, we find nothing unreasonable in the agency's conclusion that the information in ManTech's proposed labor basis of estimate provided a project baseline and methodology capable of meeting the requirements of the PWS. Further, our review of the record does not reveal any material inconsistencies between the relevant portions of ManTech's proposal. *Compare* AR, Tab 10a, ManTech Labor Basis of Estimate, *with* AR, Tab 21, ManTech Revised Cost Proposal *and* AR, Tab 21a, ManTech Revised Cost Model. Accordingly, we deny this ground of protest.

Challenge to the General Evaluation

Alion also generally contends that the agency failed to qualitatively evaluate proposals under the labor basis of estimate subfactor. Comments & Supp. Protest at 9-14; Protester's Supp. Comments at 10-14. The protester argues that the evaluation did not include a comprehensive analysis of the skill mix and hours proposed by the offerors or a meaningful comparative analysis of the labor basis of estimate proposals. Comments & Supp. Protest at 10-11. Alion notes that the evaluation here assessed no strengths or weaknesses and assigned all three proposals a technical/risk rating of acceptable. *Id.* at 13 (*citing* AR, Tab 25, SSDD at 4). Alion alleges that the contemporaneous evaluation and source selection documents reflect a hollow factual description of the labor basis of estimate proposals "more akin to a pass/fail evaluation." Protest at 40-41; Comments & Supp. Protest at 12.

The agency responds that it performed a reasonable qualitative evaluation of proposals in accordance with the terms of the FOPR. Supp. COS/MOL at 13-17. The agency contends that it considered the "hours proposed for each task and analyzed the various labor categories and qualifications," but that the evaluators ultimately determined that neither proposal's labor basis of estimate would provide any identifiable advantage during performance. *Id.* at 17. The agency argues that the record reflects reasonable evaluation conclusions regarding the relative merits of the labor basis of estimate proposals, and notes that it assessed strengths and weaknesses under other subfactors when it found they were warranted. *Id.*

but then calculated ManTech's evaluated cost as based on a higher number of proposed hours. Thus, we fail to see how this single noted discrepancy between the relevant sections of ManTech's proposal provides a basis to sustain the protest.

⁸ Although Alion does contend that ManTech's proposed labor mix did not meet the solicitation's minimum qualification requirements for Cyber IT and CSWF positions, Comments & Supp. Protest at 15-17; Protester's Supp. Comments at 15-17, as discussed above, Alion's arguments in this regard are without merit.

Where, as here, the solicitation anticipates the use of a best-value tradeoff source selection methodology as opposed to a source selection methodology based on low price and technical acceptability, the evaluation of proposals is not limited to determining whether a quotation is merely technically acceptable; rather, proposals should be further differentiated to distinguish their relative quality under each stated evaluation factor by considering the degree to which technically acceptable proposals exceed the stated minimum requirements or will better satisfy the agency's needs. *CEdge Software Consultants, LLC*, B-418128.2 *et al.*, Mar. 19, 2020, 2020 CPD ¶ 127 at 6-7; *M7 Aerospace LLC*, B-411986, B-411986.2, Dec. 1, 2015, 2016 CPD ¶ 100 at 4.

As noted above, the FOPR required the agency to evaluate proposals under the labor basis of estimate subfactor considering "qualifications, skill sets, certifications, clearances, and scheduled labor hours." AR, Tab 7a, FOPR Evaluation Criteria at 3. Here, the agency's evaluation clearly demonstrates that it reviewed the proposals for the number of proposed labor hours that would be assigned to each task under the PWS, see, e.g., AR, Tab 24b, ManTech Consensus Evaluation at 15-18, and separately considered the qualifications, skill sets, certifications, and clearances proposed as part of the each offerors' labor mix. *Id.* at 18-21.

The evaluators concluded that none of proposal aspects it reviewed under the labor basis of estimate subfactor provided a basis to discriminate between the proposals and the SSA agreed with this assessment. AR, Tab 24, Fair Opportunity Proposal Analysis at 23-24; AR, Tab 25, SSDD at 4. The evaluation record also shows under the other non-price subfactors, where the agency did find advantageous or disadvantageous aspects of the proposals, the agency assessed strengths and weaknesses and the SSA considered the relative benefits of these aspects of the proposals. AR, Tab 24, Fair Opportunity Proposal Analysis at 15-23; AR, Tab 25, SSDD at 3-4.

On this record, we see no basis to conclude that the agency failed to qualitatively evaluate proposals under the labor basis of estimate subfactor. As discussed above, we have rejected Alion's protest grounds alleging that the agency should have assessed strengths to Alion's proposal or otherwise negatively evaluated ManTech's proposal under this subfactor. Further, Alion does not demonstrate, and our review of the record does not reveal, any potentially discriminating aspects of the proposals under the labor basis of estimate subfactor which the agency failed to consider.⁹ Finally, the agency clearly considered and documented proposal aspects it considered discriminators in other areas of the proposals.¹⁰ In sum, we find that the agency's

⁹ The agency notes that, despite differences in the proposed labor hours for individual PWS tasks, the difference in total labor hours proposed by Alion and ManTech was less than .2 percent. Supp. COS/MOL at 31.

¹⁰ The protester argues that the facts here are "remarkably similar" to those in our decision in *CEdge Software Consultants, supra*, where our Office found that the agency had failed to conduct a qualitative analysis of quotations as required by the solicitation, which prejudiced the protester due to a material difference in the proposed staffing

documentation of its evaluation under the labor basis of estimate subfactor was sufficient to establish that it was aware of the relative merits of the proposals and that it reasonably concluded that the proposals were essentially equal under that evaluation subfactor. Accordingly, we deny this ground of protest.¹¹

Technical Approach Subfactor

Alion challenges the reasonableness of the agency's assessment of weaknesses with its proposal under the technical approach subfactor. Protest at 16-24; Comments & Supp. Protest at 28-31. Alion also argues that the assessment of these weaknesses establishes that the agency evaluated Alion's technical proposal unequally compared to ManTech's. Protest at 34-35; Comments & Supp. Protest at 31-33; Protester's Supp. Comments at 24-26. In this regard, Alion complains that, while its proposal was assessed weaknesses under the technical approach subfactor, ManTech's proposal was not assessed similar weaknesses for what Alion contends are similar features. *Id.* We have reviewed the evaluation record and find no basis to question the agency's assignment of weaknesses under this factor.

For example, regarding Alion's contention that the weaknesses it received were unreasonable, Alion argues that the agency unreasonably assessed its proposal a weakness for lacking detail regarding "their implementation process to operations" or "methods of transfer of data from the development environment to the production environment." Protest at 18; AR, Tab 24a, Alion Consensus Evaluation at 6. Alion argues that it provided detailed information in its proposal that addressed the concerns raised by the agency. Protest at 18-20.

plans. However, the facts of that protest are distinguishable from the facts here. In *CEdge*, similar to the instant protest, the agency was to evaluate a single non-price factor consisting of multiple subfactors and assign adjectival ratings to each subfactor. *Id.* at 3. However, the agency in *CEdge* assigned each of the five quotations ratings of acceptable or unacceptable for every subfactor, there was no evidence that the agency performed a meaningful, qualitative assessment under any of the non-price subfactors, and there was no documentation that the agency was aware of, or considered, "significant" differences in the quotations' staffing approaches. *Id.* at 8-10. Here, as noted above, the agency clearly evaluated the relative merits of the proposals under the technical approach and management approach subfactors and documented its consideration of what it concluded were similarly acceptable proposals under the labor basis of estimate subfactor. The protester has also failed to identify any significant differences between the labor basis of estimate proposals that the agency failed to consider.

¹¹ Alion separately alleges that the cost realism analysis was unreasonable because it was dependent on the allegedly flawed evaluation of proposals under the labor basis of estimate subfactor. Comments & Supp. Protest at 24-26; Protester's Supp. Comments at 22-24. Given our conclusions above, we find that the protester's objections here do not provide a basis to sustain the protest.

Again, our review of an evaluation challenge is to determine whether the evaluation and source selection decision were reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. See *Sapient Gov't Servs., Inc., supra*. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *STG, Inc., supra*. Further, it is an offeror's responsibility to submit a well-written proposal with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *CACI Techs., Inc., B-296946, Oct. 27, 2005, 2005 CPD ¶ 198 at 5*.

As noted above, the FOPR instructed offerors to describe their "approach, including methods, models, tools, etc., to provide research, development, and incorporation of representations of advanced naval weapons systems into the NCTE." AR, Tab 16a, FOPR amend. 0003, Proposal Preparation Instructions. The FOPR also provided that the agency would evaluate each offeror's proposed approach and understanding of the development and incorporation of advanced naval weapons systems into the NCTE, specifically referencing PWS task 5. AR, Tab 7a, FOPR Evaluation Criteria at 3. The PWS provided under task 5 that the successful offeror would be responsible for incorporating or implementing solutions into the NCTE for both new requirements and identified issues with current requirements.¹² AR, Tab 16b, FOPR amend. 0003, PWS at 12.¹³

Here, the record reflects that the agency assessed the weakness at issue under the above evaluation criteria, noting "Alion's proposal does not provide details of their

¹² For example, the PWS states that task 5 "shall focus on the continued development and incorporation of . . . weapons systems." AR, Tab 16b, FOPR amend. 0003, PWS at 12. The PWS also provides that the successful vendor will "implement the solutions . . . in the NCTE" for areas where current NCTE representations "are not accurate, current, or complete" regarding naval warfare weapon technologies. *Id.*

¹³ Alion also alleges that the weakness at issue was unreasonable because it was based on unstated evaluation criteria, in part based on the agency's reference in the weakness to the "speed and accuracy of delivery" as one of the Navy's objectives, referred to as "Compile to Combat in 24 Hrs." Protest at 18-19; Comments & Supp. Protest at 29 n.4. However, we find that the above solicitation language unambiguously provided for an evaluation of an offeror's software implementation process. Further, we find that the language from the weakness cited by the protester above was not the sole basis for the weakness, but rather an example of the risk posed by the proposal's lack of detail. Accordingly, we see no basis to conclude that the agency's assessment of a weakness for a lack of detail in a proposal regarding an offeror's approach to implement new software in the operational environment was based on unstated evaluation criteria. See *Lamb Informatics, Ltd., B-418405.5, B-418405.6, Mar. 5, 2021, 2021 CPD ¶ 116 at 4-6 (citing Desbuild Inc., B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5)*.

implementation process.” AR, Tab 24a, Alion Consensus Evaluation at 6. The agency found that the proposal discussed Alion’s “use of automated configurations and deployment tools [] but the proposal does not describe the processes and protocols established for distribution and implementation of new software into the operational environment.” *Id.* The agency concluded there was insufficient information in the proposal for the agency to evaluate Alion’s process for “setup, deployment, and configuration management,” and that this flaw increased the risk that work on the production environment could be delayed. *Id.*

We have reviewed the evaluation record and find no basis to question the agency’s assessments regarding Alion’s proposed implementation process. The record demonstrates that while Alion cites to several references to incorporation, implementation, or deployment in the technical approach portion of its proposal, see Protest at 19-20, it does not point to, nor does our review of the record reveal, any meaningful explanation of the methods of transfer of data from the development environment to the production environment or a general process for the setup, deployment, and configuration management when implementing a solution. See AR, Tab 12, Alion Proposal, Vol. 1 at 20, 22, 24-25, 30-31.¹⁴ We note that in one instance, Alion points to a section of its proposal, which describes how Alion deploys “software for operations using automated configuration and deployment tools,” arguing that this provides the detail that the agency claims is missing. Protest at 20 (*citing* AR, Tab 12, Alion Proposal Vol. I at 20). However, the record demonstrates that the agency evaluators clearly considered this information when they found that Alion’s proposal “discuss[es] their use of automated configurations and deployment tools [] but the proposal does not describe the processes and protocols” for the implementation of new software. AR, Tab 24a, Alion Consensus Evaluation at 6.

Based on our review of the record, we find nothing unreasonable in the agency’s conclusion that the information contained in Alion’s proposal did not provide sufficient detail regarding the firm’s implementation process to operations. The FOPR specifically required the agency to evaluate each offeror’s approach to the implementation of new software. Accordingly, Alion was required to provide sufficient detail so that agency

¹⁴ We agree with the agency that the proposal examples proffered by the protester mostly describe in detail Alion’s plans for pre-implementation testing, rather than actual detail regarding its process of incorporation into the operational environment. See COS at 15-17. For example, Alion cites to one section of its proposal which states “**Release to Users.** The Alion Team merges software into the main NTB branch in our master source code repository after we successfully complete testing during the series of sprints leading up to the release. We conduct final integration testing, culminating with delivery of the product. We prepare release notes, test reports, and all other documentation using our CMMI engineering processes.” Protest at 20 (*citing* AR, Tab 12, Alion Proposal Vol. I at 22). While this proposal language specifies one step in the actual incorporation process--merging source code in a specified branch of a master source code repository--it glosses over “delivery of the product,” not specifying any process for deployment.

could properly evaluate this aspect of Alion's technical approach. Alion's disagreements with the agency's judgments do not provide a basis to sustain its protest.

We are also unpersuaded by Alion's claims that the assessment of this weakness constitutes a disparate evaluation of the offerors' proposals. 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. *Abacus Tech. Corp.; SMS Data Prods. Grp., Inc.*, B-413421 *et al.*, Oct. 28, 2016, 2016 CPD ¶ 317 at 11. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *Nexant Inc.*, B-417421, B-417421.2, June 26, 2019, 2019 CPD ¶ 242 at 10. Alion has made no such showing here.

The agency assessed the weakness at issue for Alion's lack of detail regarding its proposed "implementation process to operations" and "methods of transfer of data from the development environment to the production environment." AR, Tab 24a, Alion Consensus Evaluation at 6. The contemporaneous record demonstrates that the agency evaluators considered aspects of ManTech's proposal that described its software deployment and implementation process. AR, Tab 24b, ManTech Consensus Evaluation at 4-6 ("[f]or the deployment phase, the offeror proposes the implementation . . .," "[ManTech] proposes [DELETED] . . ."). Also, the record also shows that ManTech's proposal contains details about how it intends to utilize its software implementation tools in its implementation process, which the agency noted in the relevant weakness that Alion failed to do. *Compare* AR, Tab 10, ManTech Proposal, Vol. I at 20, *with* AR, Tab 24a, Alion Consensus Evaluation at 6.

In short, the record here demonstrates that the differences in the assessment of the weakness here stem from the differences in the details found in the proposals. Accordingly, we deny this ground of protest.

Best-Value Tradeoff

Finally, Alion challenges the agency's best-value tradeoff and source selection decision. Comments & Supp. Protest at 33-40; Protester's Supp. Comments at 26-31. In this regard, Alion argues that the SSDD's comparative analysis and tradeoff analysis failed to properly consider key distinctions between the proposals.¹⁵ Comments & Supp. Protest at 37-39; Protester's Supp. Comments at 29-31.

¹⁵ Alion also contends that the agency's best-value tradeoff and source selection decision were unreasonable because they were based on the alleged underlying evaluation errors discussed above. Comments & Supp. Protest at 33-37; Protester's Supp. Comments at 26-29. Given our conclusions regarding the reasonableness of the agency's evaluation, this argument does not form a basis to sustain the protest.

Where, as here, a procurement provides for issuance of a task order on a best-value tradeoff basis, it is the function of the selection official to perform a cost/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. See *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. In this regard, FAR part 16 requires that agencies document the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. FAR 16.505(b)(7). While there is no need for extensive documentation of every consideration factored into a source selection decision, the documentation must be sufficient to establish that the agency was aware of the relative merits and prices of the competing quotations, and that the source selection was reasonably based. *HP Enterprise Servs., LLC*, B-413888.2, *et al.*, June 21, 2017, 2017 CPD ¶ 239 at 9.

Here, the record shows that the agency evaluators reviewed and documented what they considered to be the relative merits of the proposals. AR, Tab 24, Fair Opportunity Proposal Analysis; AR, Tab 24a, Alion Consensus Evaluation; AR, Tab 24b, ManTech Consensus Evaluation; AR, Tab 24c, Cost Analysis. While the FOPR set forth the mission capability factor as the most important evaluation factor for award, specifying that it was significantly more important than cost, the SSA noted that the agency was not required to make award to the most highly rated technical proposal when a comparison of the relative strengths and weaknesses did not show that the more highly-rated proposal was worth the cost premium. AR, Tab 25, SSDD at 3-4; AR, Tab 7a, FOPR Evaluation Criteria at 1. In the best-value tradeoff analysis, the SSA analyzed Alion's and ManTech's proposals' relative merits under each evaluation factor and ultimately decided that the totality of advantages assessed to Alion's slightly higher-rated proposal did not justify a \$23,743,424 (or 7 percent) cost premium. On this record, we see nothing objectionable in the SSA's conclusion that the lower-priced proposal was a better value than a more expensive, slightly higher technically rated proposal.

To the extent Alion complains that the agency failed to reasonably consider several discriminators that should have tipped the tradeoff in Alion's favor, we do not find Alion's arguments persuasive. See Comments & Supp. Protest at 37-39. While Alion provides several examples of aspects of its proposal that it believes provide advantages to the agency compared to ManTech's proposal, it does not meaningfully demonstrate that the agency failed to consider any of these aspects. Further, the record shows that where the agency found aspects of the proposals to be advantageous or disadvantageous, it documented the discriminators in the contemporaneous evaluation and considered them in the tradeoff analysis. Ultimately, Alion's disagreement with the agency's conclusions regarding the relative merits of the proposals, without more, does not establish that the source selection was unreasonable. *CACI-WGI, Inc.*, B-408520.2, Dec. 16, 2013, 2013 CPD ¶ 293 at 17.

We deny the protest.

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