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**United States Government Accountability Office  
Washington, DC 20548**

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## Decision

**Matter of:** Wackenhut Services, Inc.

**File:** B-400240; B-400240.2

**Date:** September 10, 2008

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Richard J. Webber, Esq., Lisa K. Miller, Esq., and Kevin R. Pinkney, Esq., Arent Fox LLP, for the protester.

Anissa N. Parekh, Esq., and Anthony H. Anikeeff, Esq., Bracewell and Giuliani LLP, for Coastal International Security, Inc., an intervenor.

Vincent A. Salgado, Esq., and Amber M. Hufft, Esq., National Aeronautics and Space Administration, for the agency.

Edward Goldstein, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest challenging source selection official's determination that protester's and awardee's proposals were essentially equal, notwithstanding the protester's greater number of evaluated significant strengths, is denied where the technical evaluation and source selection decision were based upon the reasonable qualitative findings underlying the offerors' significant strengths as opposed to the mere difference in number of significant strengths.

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### DECISION

Wackenhut Services, Inc. protests the award of a contract to Coastal International Security, Inc. under request for proposals No. NNX077040R, issued by the National Aeronautics and Space Administration (NASA) for the provision of agency-wide protective services. Wackenhut challenges NASA's technical evaluation and source selection decision.

We deny the protest.

### BACKGROUND

On September 14, 2007, NASA issued the RFP with the intention of awarding a single agency-wide fixed-price, indefinite-delivery/indefinite-quantity (ID/IQ) contract for protective services, consolidating individual contracts for protective services currently performed at 14 separate NASA locations across the United States. The

contemplated contract covers a range of protective services including: security, emergency management, fire fighting, export control, and information assurance services. Offerors are required to propose fixed prices for the required services at each of the 14 NASA locations, which will be provided on a task order basis. In addition, NASA reserves the right to issue additional task orders not to exceed 20 percent of the amount of the total fixed price. The RFP provided that the contemplated ID/IQ contract would include a base period of performance of 5 years (with a maximum value of \$650 million), plus 5 one-year option periods (with a combined maximum value of \$650 million for the option periods).

As described in the RFP, the underlying “purpose” of the contemplated agency-wide contract is NASA’s desire “to achieve uniformity, standardization, and where appropriate, centralization of protective services across the Agency,” to provide “the ability to seamlessly inter-operate during Agency related contingencies worldwide, and in the event of emergencies, or special projects” and to implement “a comprehensive and effective security, emergency management and fire fighting program for the protection of people, property, operations, and information associated with the NASA mission.” RFP, at Bates 000065.

The RFP set forth three evaluation factors: mission suitability, past performance and price. The RFP indicates that the mission suitability factor is more important than the past performance factor, and that when these two factors are combined, they are “significantly more important than the Price factor.” RFP, at Bates 001483.

The mission suitability factor was comprised of the four following subfactors, scored according to the following weights: (1) technical approach (425 points); (2) management approach (375 points); (3) small business participation approach (100 points); and (4) safety and health approach (100 points). The technical approach and management approach subfactors were further composed of separately evaluated elements. For technical approach, the first element (TA1) “Understanding the Requirement,” consists of two parts--responses to seven hypothetical technical scenarios, and a discussion of the various requirements, as set forth in the performance work statement (PWS). The second element (TA2) consists of the offeror’s staffing plan, and the third element (TA3) concerns the offeror’s proposed innovative techniques to maximize operational efficiencies. RFP, at Bates 001474-75.

The management approach subfactor is comprised of four elements: (1) management plan (MA1), which has many aspects (e.g., offeror’s overall approach to program and contract management, proposed organizational structure, proposed work breakdown structure (WBS), approach to identifying, tracking, and resolving customer concerns, the offeror’s total compensation plan, labor relations plan, records management, etc.); (2) phase-in plan (MA2); (3) key personnel (MA3); and (4) risk management approach. RFP, at Bates 001475-78.

For the purpose of evaluating past performance, the RFP instructed offerors to provide information for at least five relevant contracts and subcontracts that the offeror and/or subcontractor were currently performing or had completed within the past 3 years. The RFP also directed offerors (and their significant proposed subcontractors) to provide at least three completed past performance questionnaires from references in order to establish their record of past performance. RFP, at Bates 001437.

In evaluating past performance, the RFP provided that proposals would be adjectivally rated as follows: excellent, very good, good, fair, poor, and neutral. In defining these ratings, the RFP indicated that NASA would consider an offeror's performance and the degree to which the offeror's experience was relevant to the procurement. With respect to relevant experience, the RFP provided for considering whether the offeror demonstrated experience considered to be "highly relevant," "very relevant," "relevant," "somewhat relevant," or not relevant. RFP, at Bates 001481. Thus, as it relates to the protest, in order to be rated "excellent," an offeror's past performance references would have to be deemed to be "highly relevant," and to be rated "very good," an offeror's past performance would have to be deemed "very relevant."

With respect to the price factor, offerors were required to submit a fixed price for each of the 14 NASA locations for the base period and each option period, as well as a price for "phase-in." Each offeror's total proposed price, including options, would be used for evaluation purposes. RFP § M.

NASA received five proposals by the RFP closing time. The agency established a source evaluation board (SEB) and based upon the findings of the SEB, the source selection authority (SSA) decided to establish a competitive range for the purpose of holding discussions limited to Coastal and Wackenhut. Agency Report (AR), Competitive Range Decision, at Bates 012897. After receiving Coastal's and Wackenhut's responses to discussion questions and clarifications, and considering oral presentations, the SEB's final evaluation findings reflected the following:

	Coastal		Wackenhut	
	Adjectival Rating	Points	Adjectival Rating	Points
Mission Suitability	Very Good	880	Very Good	901
• Technical Approach	• Excellent	387	• Excellent	395
• Management Approach	• Very Good	338	• Excellent	356
• Small Business	• Good	70	• Good	51
• Safety and Health	• Very Good	85	• Very Good	85
Past Performance	Very Good		Very Good	
Price	\$1.186 Billion		\${DELETED}	

AR, SEB Briefing on Final Evaluation to SSA, at Bates 026479.

Overall, for the mission suitability factor, the SEB evaluated Wackenhut as having nine significant strengths as compared to five for Coastal. Wackenhut and Coastal were found to have 20 and 21 “regular strengths” and 7 and 4 “regular weaknesses,” respectively. Neither offeror’s proposal was evaluated as having any significant weaknesses. As relevant to the protest, in rating Wackenhut’s proposal as excellent under the technical approach subfactor, with 395 points, the SEB found that Wackenhut’s proposal included the following four significant strengths: (1) a detailed and thorough compliance analysis for their technical approach for each location task order; (2) “exceptional” responses to the technical scenarios, which demonstrated a thorough understanding of the response requirements; (3) a “well-structured, effective, and professional security training program”; and (4) “an effective plan for staffing in response to unplanned requirements and emergencies.” Id. at Bates 026447. In rating Coastal as excellent under the technical approach subfactor, with 387 points, the SEB identified and documented two significant strengths. The SEB found that Coastal proposed “a robust formal continuous process improvement program” as well as a “comprehensive and detailed security training program.” Id. at Bates 026435.

In scoring Wackenhut’s proposal as excellent under the management approach subfactor, with 356 points, the SEB identified and documented four additional significant strengths. In this regard, the SEB found that Wackenhut proposed: (1) a “comprehensive management approach to program, contract, business and quality management and customer satisfaction”; (2) an “exceptional methodology to attract, recruit, and train emergency response staff”; (3) a phase-in-plan, which “exceeds the Government’s Expectations”; and (4) an “Integrated Risk Management Approach and Continuous Risk Management Process Across All NASA Centers.” Id. at Bates 026453. In rating Coastal as very good under this same subfactor, with 338 points, the SEB identified two significant strengths. Specifically, the SEB found that Coastal proposed a “web portal” [DELETED] an effective and accessible tool for contract

and technical personnel NASA-wide” and demonstrated “a comprehensive and systematic approach to risk management.” Id. at Bates 026436.

Regarding the past performance factor, in its proposal, Wackenhut provided information on six government contracts where Wackenhut performs as a prime or subcontractor. Two of the six contracts were fixed-price, while the others were cost-reimbursement type contracts. In addition, four of the contracts are for protective security services at NASA facilities that are included under this procurement (two of these contracts also included fire protection services). Coastal provided information on four fixed-price government contracts where it performs as a prime contractor. One contract involves providing protective security services at two NASA facilities that are included under this procurement (at one location Coastal also provides information assurance services and at the other Coastal provides a “fire brigade”). Coastal further provided past performance information for two of its major subcontractors, Intergraph Corp. (proposed to provide information technology integration and information assurance services) and Sallyport Support Services (proposed to provide fire and emergency services).

Based upon its consideration of information contained in the offerors’ proposals, past performance questionnaires, and information contained in the government’s past performance database (the past performance information retrieval system (PPIRS)), the SEB identified six strengths and no weaknesses for Wackenhut, and four strengths and one weakness for Coastal. As it relates to the protest, both Wackenhut and Coastal received strengths for their “relevant” experience. The one weakness attributed to Coastal’s past performance concerned its subcontractor, Intergraph. Specifically, NASA found two “poor” performance ratings in the PPIRS database for Intergraph. NASA noted that they concerned “software development and delivery” and were due to Intergraph’s failure to meet “minimum acceptable standards,” which negatively affected its “overall performance.” NASA stated, “[w]hile software development and delivery is not presently a[] requirement, the Government is concerned with overall project management allowing this to occur.” AR, Competitive Range Briefing to SSA, at Bates 012668. The PPIRS database also reflected “good” ratings for Intergraph on two separate contracts, and the four past performance questionnaires received for Intergraph reflected ratings of “meets” or “exceeds” expectations. AR, Past Performance Information, at Bates 011492-533.

After completing its evaluation, the SEB presented its findings to the SSA. In his selection statement, the SSA indicated that his decision was “based on a comparative assessment of each proposal against each of the source selection factors.” AR, SSA Selection Decision, at Bates 026642. In this regard, the SSA highlighted each of the significant strengths for both offerors. With regard to Coastal, the SSA wrote that he was “particularly impressed with Coastal’s continuous improvement plan which is applicable and adaptable to all facets of the contract, helping NASA achieve its goal of innovation, standardization, and efficiency over the life of the contract.” Id. Regarding Coastal’s web portal, the SSA explained that its “demonstrated system

[DELETED] gave me a high level of confidence in Coastal's quality management of the contract." Id. The SSA went on to state the following:

Assessing the importance of the strengths Offerors received was more revealing to me than the number of strengths each offeror received. I recognized Coastal had customized its proposal to achieve the goals of the [NASA protective services contract] with a continuous improvement plan and its intended web portal. Based upon the value of this customization, I found the Mission Suitability proposal from Coastal was basically equal to the Mission Suitability proposal submitted by Wackenhut.

Id. at Bates 026643.

Given that the SSA considered the proposals submitted by Wackenhut and Coastal to be "essentially equal" with respect to the mission suitability and past performance factors, and considering Coastal's lower price, the SSA determined that Coastal offered the best value to the government. Id. After receiving its debriefing, Wackenhut filed this protest.

Wackenhut contends that the SEB's findings with respect to the technical approach and management approach subfactors, as well as the past performance factor, are flawed, and that the SSA failed to make a proper price/technical tradeoff. Regarding the SEB's findings, Wackenhut argues it was unreasonable for the SEB to have rated Wackenhut and Coastal as closely as it did given that Wackenhut had a clear advantage in terms of the number of significant strengths in the proposals and that the SEB's evaluation results are not properly documented to the extent there is no discussion in the record of how the SEB moved from its findings of strengths and weaknesses to assigning adjectival ratings and numerical scores. Wackenhut also challenges the underlying findings of the SEB, asserting that the record reflects unequal treatment since it offered a web portal equivalent to the one offered by Coastal, yet the SEB did not evaluate Wackenhut's web portal as a "significant strength" in its proposal. Wackenhut further contends that four of the six weaknesses attributed to its proposal were unfounded and that its discussions were inadequate because the agency failed to raise two weaknesses identified in its proposal.

In reviewing protests of an agency's evaluation, our Office does not reevaluate proposals, but instead examines the record to determine whether the agency acted reasonably and in accord with the solicitation's evaluation criteria and applicable procurement statutes and regulations. Cherry Road Techs.; Elec. Data Sys. Corp., B-296915 et al., Oct. 24, 2005, 2005 CPD ¶ 197 at 6. A protester's mere disagreement with the agency's judgment is not sufficient to establish that the agency acted unreasonably. Id.

As an initial matter, we find the protester's criticisms of the SEB's assignment of adjectival ratings and point scores and its corresponding documentation of this process misplaced. In Wackenhut's view, the number of strengths and weaknesses found for each offeror "has to be the most important basis for an adjectival rating and score," Protester's Comments at 16, and, given that the "significant strengths" were the chief discriminator between the proposals, "if [Wackenhut's] having twice as many significant strengths as Coastal is not a meaningful difference, then nothing in the SEB's process can be." Id. at 18. Wackenhut also maintains that in those instances where the SEB in fact gave some significant strengths more value than others, it failed to create a record explaining its rationale in this regard, thereby, in the protester's view, rendering the SEB's exercise of its discretion "unreviewable" and "illegal." Id.

In a hearing conducted by our Office, during which we heard testimony from the SSA and the SEB Chairperson, the SEB Chairperson described the evaluation process and explained that each proposal was evaluated independently against the criteria set forth in the RFP, with the SEB reaching consensus on its findings (the various strengths and weaknesses identified for each proposal). Based upon these findings, the SEB assigned, on a consensus basis, adjectival ratings, and then point scores. In assigning ratings and scores, the SEB Chairperson explained that, with respect to significant strengths, it was the content of the offerors' proposals, as reflected in the specific findings, which was used to rate and score offerors. The SEB Chairperson stated that the process of assigning ratings and scores was not merely a "numbers game" driven by the mere number of significant strengths identified in an offeror's proposal. Hearing Transcript (Hr. Tr.) at 82.

We find the agency's evaluation process unobjectionable. At the core, Wackenhut seeks a mathematical or mechanical consideration of the number of significant strengths in determining the evaluation ratings and attributing points to the offerors' proposals. Adjectival ratings and point scores, however, are mere tools in the evaluation and selection process and should not be mechanically derived or applied. Rather, it is the agency's qualitative findings in connection with its evaluation of proposals—in this case the documented written narratives underlying and justifying the SEB's findings of particular significant strengths—that govern the reasonableness of an agency's assessment of offerors' proposals. MCR Federal, Inc., B-280969, Dec. 14, 1998, 99-1 CPD ¶ 8 at 9.

Here, the offerors' proposals were evaluated independently against the RFP's evaluation criteria and the evaluation ratings and scores simply served as an expression of the agency's exercise of its discretion in making its qualitative findings. As a consequence, there is nothing per se improper with Coastal and Wackenhut receiving similar ratings and scores under the mission suitability factor, and related subfactors, notwithstanding the fact that Wackenhut's proposal had more significant strengths as compared to the proposal submitted by Coastal. All Star Maintenance, Inc., B-271119, June 17, 1996, 96-1 CPD ¶ 278 at 4 (holding that agency's evaluation of

two offers as essentially equal was not unreasonable notwithstanding the fact that the protester had five strengths while the awardee had only two strengths). Absent some basis for concluding that the technical findings underlying the ratings and scores were flawed, there is no basis for our Office to conclude that the SEB's ratings were unreasonable. Moreover, with respect to the documentation issue, the relevant material is NASA's underlying technical findings, which have been amply documented by the SEB, and it is those findings which are reflected in the SEB's qualitative findings and which formed the basis of the adjectival ratings and point scores.

The principal area where Wackenhut argues that the SEB's findings were flawed with respect to the significant strengths concerns Coastal's web portal.<sup>1</sup> Specifically, Wackenhut argues that it was unreasonable for the SEB to recognize Coastal's web portal, but not its own, as a significant strength since, in Wackenhut's view, both will perform the same functions, and will have the same features. Protester's Comments at 31. In support of this argument, Wackenhut highlights several areas where it contends the offerors' proposed web portals are essentially the same. These include, among others, the fact that they are both based on the same software platform, Microsoft Sharepoint, which has built-in features that are the same for all users [DELETED]. Second Declaration of Protester's Consultant, Thomas W. Bragg, Aug. 4, 2008.

While the web portals may have been the same or similar in several respects, they were different in one fundamental way. Specifically, Coastal's web portal was effectively a finished product, while Wackenhut's web portal remained conceptual in nature--to be developed if Wackenhut was awarded the contract. NASA explains that during oral presentations, Coastal, unlike Wackenhut, demonstrated a live, [DELETED] web portal system [DELETED]. As the SSA testified, Coastal's web portal was "actually up and running" [DELETED]. Hr. Tr. at 42, 61. The Chairperson for the SEB testified that Wackenhut's web portal was not live at the demonstration--"there was nothing populated in it, there was nothing that it could do. I believe Wackenhut told us that they could develop it, if they won the contract, when the contract started." Hr. Tr. at 138-39. Coastal on the other hand, demonstrated [DELETED] how they would use that tool [DELETED]. Hr. Tr. at 159.

The fact that Coastal's web portal was operational during the oral presentations clearly was significant to NASA, since it allowed the SEB to fully appreciate the

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<sup>1</sup> Wackenhut also argued that the SEB's evaluation was unreasonable to the extent it gave Coastal, but not Wackenhut, a significant strength for their equivalent continuous improvement plans. The agency addressed this issue in its report, yet Wackenhut did not pursue this line of argument in its comments. We therefore consider Wackenhut to have abandoned this issue. Citrus College; KEI Pearson, Inc., B-293543 et al., Apr. 9, 2004, 2004 CPD ¶ 104 at 8 n.4.



usefulness of Coastal's web portal in performing the contract and understand how it would assist NASA with its fundamental goal of integrating the provision of protective services agency-wide under one contract. In this regard, the specific SEB's findings underlying the significant strength for Coastal's web portal are well-documented in the record and have not been challenged by Wackenhut. Based upon this demonstrated and functioning system, the SSA reasonably concluded that Coastal's web portal [DELETED]. SSA Selection Decision, at Bates 026642-43. Given that the web portals proposed by Wackenhut and Coastal were materially different in this respect, there is no basis for our Office to conclude that NASA treated offerors inconsistently in its evaluation of their respective systems. ITT Indus. Space Sys., LLC, B-309964, B-309964.2, Nov. 9, 2007, 2007 CPD ¶ 217 at 14 n.6.

Recognizing the fact that its own web portal was at a fundamentally different stage of development as compared to the web portal demonstrated by Coastal, Wackenhut attempts to turn this difference to its advantage, arguing that NASA should have considered the relative lack of development of its system to have been a benefit as compared to the system proposed by Coastal. Because its web portal has not been developed, Wackenhut contends that it is actually in a position to develop a better system since it would be able to work with and receive input from NASA. While Wackenhut may believe that its approach of offering an undeveloped, untested, essentially theoretical web portal system is a better option for NASA than the demonstrated functional system offered by Coastal, Wackenhut's belief does not provide a basis for concluding that the agency's findings were unreasonable.

Wackenhut also challenges the SEB's evaluation of the offerors' past performance, arguing that it should have been rated higher than Coastal under this factor. In this regard, Wackenhut contends that in evaluating offerors' past performance information, the SEB failed to consider the degree of relevance of offerors' information, pointing to the fact that while the subcontractor Coastal proposed for the fire protection function called for under the RFP, Sallyport, lacked experience in that area, Wackenhut has performed the same type of work at several of the same NASA facilities consolidated under the RFP. Wackenhut also argues that Coastal should not have received a rating of "very good" given the poor past performance ratings for another proposed subcontractor, Intergraph, and because one of Sallyport's past performance references indicated that the contract was terminated for the convenience of the government.

The evaluation of an offeror's past performance, including the agency's determination of the relevance and scope of an offeror's performance history, is a matter of agency discretion that we will not find improper unless unreasonable, inconsistent with the solicitation criteria, undocumented, or inconsistent with applicable statutes or regulations. Family Entm't Servs., Inc., d/b/a/ IMC, B-291997.4, June 10, 2004, 2004 CPD ¶ 128 at 5.

Here, the record shows that the SEB's past performance evaluation was consistent with the solicitation and reasonable. As an initial matter, we reject Wackenhut's assertion that it was unreasonable for Coastal to have received a "very good" rating given the poor past performance ratings for Intergraph. While the record does reflect that Intergraph did in fact receive "poor" ratings, NASA specifically considered this information in its evaluation of Coastal's past performance and found it to be of minimal relevance since it concerned work that was not required under the solicitation, and further concluded that the ratings were tempered by Intergraph's other positive past performance information. Given the agency's consideration of this matter, we have no basis to conclude that the agency's evaluation was unreasonable in this respect.

We also conclude that NASA did not act unreasonably in rating Coastal's past performance as "very good" notwithstanding Coastal's disclosure that one of its other major subcontractors, Sallyport, had a contract terminated for the convenience of the government. In addressing this issue in its proposal, Coastal provided a copy of the letter from the relevant agency indicating that the termination was the result of agency corrective action in response to a protest, where the agency concluded that the solicitation process was compromised due to an ambiguity in the solicitation. Coastal's Proposal, at Bates 003022. Given the circumstances underlying the termination, there is no basis to conclude that the termination was in any way relevant to the evaluation of Sallyport's past performance, and in fact was not performance related, and Wackenhut has not offered any evidence to suggest otherwise. See Si-Nor, Inc., B-292748.2 et al., Jan. 7, 2004, 2004 CPD ¶ 10 at 15-16.

Regarding the relevance of the offerors' past performance information, the record reflects that the SEB did in fact consider the degree of relevance of the offerors' past performance information as part of its evaluation. Specifically, offerors provided detailed information concerning their past performance (identifying dollar values of contracts and how the work was relevant to the solicitation requirements) and the past performance questionnaires for the offerors and their major subcontractors required references to rate the relevance of the contractor's performance (either "significant experience," "moderate experience" or "minimal/did not perform"). AR, Past Performance Information.

The SEB Chairperson testified that Coastal's "very good" rating under the past performance factor was based upon the fact that its past performance information demonstrated that Coastal had "very relevant experience" with the RFP requirements, which was a precondition for a "very good" rating, expressly noting, among other things, its experience providing protective services at NASA facilities and its extensive experience with fixed-price security contracts. Hr. Tr. at 86-87. This finding is consistent with the underlying record, which demonstrates Coastal's experience as a prime contractor with several large fixed-price security contracts, including a security contract involving NASA facilities valued at approximately \$30 million, Department of Homeland Security contracts for security services at various

large federal facilities with a total value over \$110 million, and security contracts for 13 Department of the Army installations with a total value of over \$106 million.

While Wackenhut contends that its past performance information reflects substantially greater relevant experience, the record shows that its contracts are largely comparable in size to those performed by Coastal (NASA contracts ranging in value from \$6.1 million to \$52.6 million, and a NASA contract where it performs relevant security guard services and fire protection services as a minority partner under a larger (\$2.2 billion) joint venture contract for mission support services, as well as a \$280 million Department of Energy protective services contract). Of the six contracts performed by Wackenhut, only two are fixed-price; the others are cost-reimbursement contracts. To the extent Wackenhut had experience performing at four NASA facilities which are included under the RFP here, Coastal also has experience at two NASA facilities which likewise are included under the RFP. Thus, both offerors demonstrated experience providing protective services to NASA. Moreover, to the extent Wackenhut highlights its experience performing integrated services--*i.e.*, several functions under a single contract, such as security, fire protection, and emergency medical services)--the record reflects that Coastal also has experience providing integrated services under its NASA facilities contract in the areas of security, fire protection, and information assurance.<sup>2</sup>

In addition, we find Wackenhut's assertions regarding Coastal's lack of experience with the fire protection requirement to be unfounded. The past performance information regarding Sallyport, Coastal's subcontractor proposed to address the fire fighting function, reflects Sallyport's "significant experience" with fire operations, firefighting, fire prevention and fire engineering, in connection with a \$37 million subcontract in Iraq, as well as a \$4.41 million prime contract with the Department of Defense in Iraq. AR, Past Performance Information, at Bates 011447, 011534-63. Based upon this record, we have no basis to conclude that the agency acted unreasonably in ascribing the same "very good" past performance rating to Coastal and Wackenhut.<sup>3</sup>

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<sup>2</sup> Past performance information concerning Coastal's NASA contract indicates that Coastal had "significant" experience providing security and information assurance services, and "moderate" experience with fire operations, firefighting, fire prevention and fire engineering. AR, Past Performance Information, at Bates 011445. In addition, past performance information concerning Coastal's Department of Homeland Security contracts indicates that Coastal had "significant" experience providing security services and "moderate" experience providing "emergency operations" services. *Id.*

<sup>3</sup> Coastal also provided information regarding eight contracts awarded to and performed by Coastal's parent company, Akal Security, Inc. Wackenhut argues that Coastal's past performance should have been downgraded based upon past performance issues with its parent company. Wackenhut also argues that it was

(continued...)

Wackenhut also challenges the SSA's award decision, arguing that it was based upon an unreasonable and unsupported reevaluation of the SEB's findings, and that the SSA's award decision was not adequately documented. As a general matter, where price is secondary to technical considerations under a solicitation's evaluation scheme, the selection of a lower-priced proposal over a proposal with a higher technical rating requires an adequate justification, *i.e.*, one showing the agency reasonably concluded that notwithstanding the point or adjectival differential between the two proposals, they were essentially equal in technical merit, or that the differential in the evaluation ratings between the proposals was not worth the cost premium associated with selection of the higher technically rated proposal. In making these determinations, the propriety of a price/technical tradeoff turns not on the difference in technical scores *per se*, but on whether the contracting agency's judgment concerning the significance of that difference was reasonable in light of the solicitation's evaluation scheme. In this regard, adjectival ratings and point scores are but guides to, and not substitutes for, intelligent decision making. SAMS El Segundo, LLC, B-291620, B-291620.2, Feb. 3, 2003, 2003 CPD ¶ 44 at 17. Source selection officials have broad discretion in determining the manner and extent to which they will make use of, not only the adjectival ratings or point scores, but also the written narrative justification underlying those technical results, subject only to the tests of rationality and consistency with the evaluation criteria. Development Alternatives, Inc., B-279920, Aug. 6, 1998, 98-2 CPD ¶ 54 at 9; Midwest Research Inst., B-240268, Nov. 5, 1990, 90-2 CPD ¶ 364 at 4.

Here, the record reflects that, contrary to Wackenhut's assertions, the SSA in fact accepted all of the findings of the SEB and engaged in a comparative assessment of Wackenhut's and Coastal's proposals, considering the point scores of the offerors, their adjectival ratings, and the specific significant strengths attributed to the proposals by the SEB, and thereby considered the underlying qualitative merits that distinguished Wackenhut's and Coastal's proposals. Based on this assessment, the SSA concluded that Wackenhut's and Coastal's proposals were "essentially equal" for mission suitability and past performance. While Wackenhut argues that its greater number of significant strengths should have been the dispositive discriminator, rendering the SSA's finding of equivalence unreasonable, as noted above, what is important is not the number of significant strengths, but rather the qualitative findings underlying these significant strengths. In this regard, the SSA's

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(...continued)

improper for Coastal to receive credit for Akal's past performance given the limited role proposed for Akal in performance of the contract. Wackenhut's arguments are clearly at odds with one another. In any event, the record reflects that NASA did not consider Akal's past performance information in its evaluation of Coastal given Akal's limited role in performance of the contract and we have no basis to conclude that the agency's decision in this regard was unreasonable.

determination that the proposals were essentially equal qualitatively was entirely consistent with the SEB's evaluation results, which, notwithstanding Wackenhut's greater number of significant strengths, reflected only a slim advantage.<sup>4</sup> Moreover, Wackenhut's argument that the SSA failed to properly consider its own web portal and continuous improvement plan (the two primary significant strengths of Coastal's proposal) is misplaced since the SEB did not in fact identify these aspects of Wackenhut's proposal as offering significant strengths.<sup>5</sup> Thus, consistent with the RFP, the SSA reasonably concluded that price became the determining factor for award and decided that payment of a premium of [DELETED] percent (approximately [DELETED]) for Wackenhut's proposal was not justified. Under these circumstances, we see no basis to question the agency's decision to make award to Coastal.

As a final matter, Wackenhut contends that four of the six weaknesses identified in its proposal under the technical approach and management approach subfactors were unreasonable, and that a fifth should have been raised during discussions. Based upon the nature of the weaknesses, which concerned very specific and minor staffing issues at individual NASA sites (the weaknesses were only presented to the SSA through backup briefing slides), the fact that Wackenhut received the highest adjectival rating of "excellent" under both of these subfactors, and most importantly, our review of the SSA's selection decision, it is apparent that they were not material to the selection of Coastal's proposal for award. Rather, in terms of the mission suitability factor, the SSA focused exclusively on the evaluated significant strengths of the offerors' proposals in concluding that they were "essentially equal" for mission suitability. Therefore, even accepting Wackenhut's arguments that the weaknesses lacked a reasonable basis, or were the result of inadequate discussions, the record

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<sup>4</sup> As noted in the chart above, Wackenhut received a higher adjectival rating in only one of the four technical subfactors ("excellent" v. Coastal's "very good" rating in management approach); the adjectival ratings were the same for both offerors in the other three subfactors. With regard to point scores, Wackenhut had slightly higher scores in two of the subfactors; Coastal had a higher score in the third subfactor; and the offerors had the same scores in the fourth subfactor. Overall, both proposals received a rating of "very good," with a relatively small difference in the total point scores (out of 1,000 available points, 880 for Coastal and 901 for Wackenhut).

<sup>5</sup> During the hearing at our Office, the SSA testified that Wackenhut's continuous improvement plan was limited to the phase-in period of the contract. Hr. Tr. at 44-45. This was factually incorrect. We conclude, however, that this error was not material and most likely resulted from the SSA's faulty memory regarding the content of Wackenhut's proposal. In this regard, we note that there is nothing in the record to suggest that NASA considered Wackenhut's continuous improvement plan to be limited to phase-in. Moreover, this erroneous notion was not part of the SSA's final selection statement.

does not establish that Wackenhut was prejudiced by the agency's evaluation in this regard. L-3 Comms. Corp., B-299014, B-299014.2, Jan. 16, 2007, 2007 CPD ¶ 26 at 8 (prejudice is an essential element of every viable protest).

The protest is denied.

Gary L. Kepplinger  
General Counsel