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**Comptroller General  
of the United States**

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

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## **Decision**

**Matter of:** The Eloret Corporation

**File:** B-402696; B-402696.2

**Date:** July 16, 2010

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Donald G. Featherstun, Esq., Seyfarth Shaw LLP, for the protester.  
Robert J. Symon, Esq., and Lewis P. Rhodes, Esq., Bradley Arant Boult Cummings LLP, for ERC, Inc., an intervenor.  
Vincent A. Salgado, Esq., National Aeronautics and Space Administration, for the agency.  
Nora K. Adkins, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### **DIGEST**

Protests challenging the agency's evaluation of proposals are denied where the evaluation was conducted on an equal basis and was consistent with the terms of the solicitation.

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### **DECISION**

The Eloret Corporation of Sunnyvale, California, protests the award of a contract to ERC, Inc., of Huntsville, Alabama, by the National Aeronautics and Space Administration (NASA) under request for proposal (RFP) No. NNA07198991R-ACA to provide support to the Space Technology Division at NASA Ames Research Center (ARC) for the Space Technology Research and Development (STRAD) contract. Eloret, the incumbent contractor providing these services, protests the agency's failure to fairly evaluate the offerors' proposals in accordance with the RFP criteria.

We deny the protest.

### **BACKGROUND**

The RFP was issued on October 28, 2008, as a total small business set-aside and contemplated a single award indefinite-delivery/indefinite-quantity (ID/IQ) cost-plus-fixed-fee contract. Contracting Officer's (CO's) Statement at 1. The solicitation sought a contractor to provide on-site multidisciplinary engineering, research and development support for the Space Technology Division at NASA ARC, which develops technologies for use in the design and fabrication of prototype vehicles that

travel at hypervelocities. The contractor here also provides support for agency missions in nanotechnology, advanced materials, sensors and devices. The solicitation included a 2-year base period of performance with three 1-year options. RFP at B-4. The minimum amount of supplies or services that would be ordered during the effective period of the contract was \$250,000 and the maximum amount was \$45,000,000. Id. at B-2.

The RFP advised offerors that award was to be based upon three evaluation factors: mission suitability, past performance, and cost/price. RFP at M-2. For purposes of award, the mission suitability factor was “somewhat more important” than past performance, and past performance was “significantly more important” than cost. RFP at M-14.

The mission suitability factor had three subfactors: technical understanding, management approach, and safety and health.<sup>1</sup> RFP at M-4. Under the technical understanding subfactor, offerors were required to “demonstrate [their] understanding of the requirements of the SOW [statement of work] and specifically address how the work would be accomplished.” RFP at L-8.

The management approach subfactor had the following seven elements: management and business approach; staffing, recruitment, retention, and training; key positions and key personnel; total compensation plan; phase-in plan; sample tasks; and organizational conflict of interest avoidance plan.<sup>2</sup> Id. As relevant here, the key positions and key personnel element required offerors to “[i]dentify Key Positions, including authorities, responsibilities, and assignments of the position, and provide the rationale for designating them as Key.” RFP at L-11. Offerors were also required to provide a total compensation plan to “[i]dentify salary ranges and fringe benefits proposed for employees and how they relate to the local employment market.” RFP at L-12.

NASA received three proposals by the December 12 closing date. CO’s Statement at 3. As provided in the RFP, offerors’ proposals were assigned adjectival ratings for the mission suitability factor and subfactors, which were based on point scores assigned by the evaluators. See RFP at M-4. Offerors’ proposals could receive a total of 1000 points for the mission suitability factor, based on 400 points for the technical understanding subfactor, 500 points for the management approach subfactor, and 100 points for the safety and health subfactor. RFP at M-14. The adjectival ratings were assigned based on the percentage of points awarded for the factor or subfactor;

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<sup>1</sup> The past performance and cost/price factors were not broken down into subfactors.

<sup>2</sup> The RFP specifically noted that the management approach elements were not listed in order of importance, nor were they relatively weighted; there were no discrete point values to any of the elements. RFP at M-4.

for example, a proposal that was awarded between 91 and 100 percent of the available points received the highest rating of excellent.<sup>3</sup> Id.

The evaluators did not assign a point score for the past performance factor. Rather, an offeror’s past performance was assigned a “confidence rating,” based on the offeror’s record of performing services or delivering products that were similar in size, content, and complexity to the requirements of the solicitation. See RFP at M-2. Cost/price was evaluated for reasonableness and realism. After a price analyst reviewed each offeror’s proposed cost to determine the most probable cost of proposals, the evaluators assessed the reasonableness and realism of the proposed costs, and assigned each cost/price proposal a confidence level rating. CO’s Statement at 8.

The evaluators provided the source selection authority (SSA) with initial evaluation findings on October 2, 2009. The SSA reviewed the findings and decided to hold discussions with Eloret and ERC, the offerors who submitted the most highly rated proposals. Agency Report (AR), Binder 4, Competitive Range Determination, at 1. (A third offeror was eliminated from the competitive range. Id. at 3-4.) Eloret and ERC submitted revised proposals by the agency’s January 6, 2010 deadline. The final evaluation ratings for the offerors were as follows:

	<b>ELORET</b>	<b>ERC</b>
<b>MISSION SUITABILITY</b> (1000 points)	589	713
Technical Understanding (400 points)	Good (276)	Good (240)
Management Approach (500 points)	Fair (245)	Very Good (405)
Safety & Health (100 points)	Good (68)	Good (68)
<b>PAST PERFORMANCE</b> <b>CONFIDENCE</b>	<b>MODERATE</b>	<b>MODERATE</b>
<b>PROPOSED COST</b>	\$42,160,847	\$41,446,018
<b>PROBABLE COST</b>	\$42,842,204	\$42,386,438
<b>COST CONFIDENCE</b>	<b>HIGH</b>	<b>MEDIUM</b>

AR, Binder 4, Final Presentation to SSA, at 71.

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<sup>3</sup> The RFP stated that offerors’ proposals for the mission suitability factor and subfactors would be assigned adjectival ratings of excellent, very good, good, fair, and poor. RFP at M-2.

As relevant here, under the technical understanding subfactor of the mission suitability factor, the evaluators assigned Eloret's revised proposal one strength and one weakness. AR, Binder 4, Final Presentation to SSA, at 24. Eloret's weakness was based on the evaluators' finding that Eloret's "proposed quality assurance approaches would not guarantee high quality across all areas of the Statement of Work." Id. at 29. Under the management approach subfactor, Eloret's revised proposal received a strength under the sample tasks element, a significant weakness under the key positions and key personnel element, and three weaknesses—two under the management and business approach element, and one under the sample task element. Id. at 25-26. Eloret's revised proposal received a significant weakness because it did not "provide justification for the identification of key positions or the functions of each position." Id. at 31. Eloret also received one strength under the safety and health subfactor. Id. at 27.

The evaluators assigned ERC's revised proposal two strengths and two weaknesses under the technical understanding subfactor. Id. at 37. ERC received its first weakness because its response "did not clearly demonstrate an understanding of some of the technical areas of the Statement of Work (SOW)." Id. ERC's second weakness was given because its "recommended approaches to minimize the probability and impact of identified potential technical risks was not adequate." Id. Under the management approach subfactor, ERC's revised proposal received two significant strengths, two strengths, and one weakness. Id. at 38-39. ERC also received one strength under the safety and health subfactor. Id. at 40.

The SSA reviewed the results of the evaluation and concluded that ERC's proposal was superior to Eloret's under the mission suitability factor. AR, Binder 4, Source Selection Decision, at 7. The SSA found no discriminators between the proposals with regard to past performance, and stated that the "primary discriminator" in favor of ERC's proposal was its advantage under the management approach subfactor. Id. at 8. The SSA noted that while Eloret's proposal had a significant weakness under the key positions and key personnel element, ERC's proposal had two significant strengths for its overall approach to the technical and business management, and phase-in elements of the subfactor. Id. at 7. The SSA concluded that the difference between the offerors' proposals under this subfactor "is clear, compelling and critical, and is the foundation of my selection decision." Id. at 8. The SSA further noted that he did not "find a discriminator in Cost, although I do note that ERC has the lower proposed and probable cost, albeit with a lower level of confidence assigned to its probable cost." Id.

Eloret was notified that it was an unsuccessful offeror on March 24, and NASA awarded the contract to ERC on April 1. Eloret received its debriefing on April 6 and this protest followed. CO's Statement at 13.

## DISCUSSION

Eloret argues that the agency's evaluation of its proposal under the mission suitability factor was unreasonable, and challenges almost every factor, subfactor, and element of the agency's evaluation. NASA, in response, argues that it conducted a fair and reasonable evaluation that was consistent with all of the RFP's evaluation criteria, and that the protester's arguments are no more than mere disagreement with the agency's reasonable evaluation.

In reviewing an agency's evaluation, we will not reevaluate offerors' proposals; instead, we will examine the agency's evaluation to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and procurement statutes and regulations. Urban-Meridian Joint Venture, B-287168, B-287168.2, May 7, 2001, 2001 CPD ¶ 91 at 2. An offeror's mere disagreement with the agency's evaluation is not sufficient to render the evaluation reasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

Here, as explained in greater detail below, we conclude that the evaluation of the offerors' proposals was reasonable and consistent with the solicitation. Our decision primarily addresses the evaluation of Eloret's proposal under the technical understanding subfactor of the mission suitability factor, as well as the elements of key positions and key personnel, and total compensation plan, under the management approach subfactor. Although our decision does not specifically address all of Eloret's arguments, we have fully considered each of them, including its challenge to its past performance evaluation, and its allegation that NASA used undisclosed criteria. We find that none of these arguments provides a basis to sustain the protest.<sup>4</sup>

### Technical Understanding Subfactor

Eloret asserts that it should have received a higher rating under the technical understanding subfactor of the mission suitability factor because NASA ignored a section of Eloret's proposal that described its approach to ensuring technical quality. Furthermore, Eloret argues that NASA should have considered its excellent past performance in reviewing the adequacy of its proposal under the mission suitability factor. Protest at 19.

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<sup>4</sup> For example, we find that Eloret's argument regarding the agency's evaluation of the offerors' phase-in plans, under the mission suitability factor, to be no more than mere disagreement with the agency's evaluation. The agency determined that the paucity of Eloret's phase-in response met the RFP requirements but did not merit a strength or significant strength; while ERC's response, which was proactive and significantly detailed in the agency's view, merited a significant strength. Our review of the record shows nothing unreasonable about the agency's determination.

In response, NASA argues that the solicitation requirements were clear and Eloret simply failed to submit an adequately written proposal that demonstrated the realism, effectiveness, and innovation of its proposed approach. NASA contends that its evaluation of Eloret under the technical understanding subfactor addressed the entirety of Eloret's approach, and was adequately documented, reasonable, and in accordance with the RFP's requirements. We agree with the agency.

Overall Eloret's mission suitability section of its proposal received a score of 589 points, compared to ERC's score of 713 points. Under the technical understanding subfactor of the mission suitability factor, Eloret received an adjectival rating of good with a score of 276 out of a possible 400 points. The evaluators assigned Eloret one strength and one weakness for this subfactor. Eloret's proposal received one weakness because the evaluators determined that Eloret's quality assurance approach for some technical areas was inadequate to assume high overall product quality. Eloret challenges this weakness as improper.

The RFP notified offerors that the agency's evaluation under the technical understanding subfactor would consider how a proposal "demonstrates its comprehension of each of the requirements of the SOW," in particular, with respect to the "realism, effectiveness, and innovativeness of the offeror's proposed approach to ensuring technical quality and to staying abreast of current research and innovative technologies." RFP at M-5. The evaluators determined that Eloret's proposed quality assurance approach lacked "an effective approach to ensuring technical quality." AR, Binder 4, Final Presentation to the SSA, at 29. In this regard, the evaluators found that the protester's "proposed processes for ensuring technical quality relied on informal reviews or unproven methods for product validation," and that Eloret "did not propose any formal and proactive approach to maintaining quality of the integrated work to be performed under the CTOs [Contract Task Orders]." Id.

We think the protester simply disagrees with NASA's well-documented determination that Eloret's proposal failed to provide a "formal and proactive approach to maintaining quality" for each of the technical areas of the SOW. AR, Binder 4, Final Presentation to the SSA, at 29. For example, Eloret's proposal section 2.6.8 stated that the [deleted]. AR, Binder 6, Eloret Revised Proposal, at 32. NASA found that this reference to a [deleted] did not demonstrate that the offeror would provide an adequate formal quality analysis process. AR, Final Consensus Findings - Eloret, at 1.

With regard to Eloret's argument that its past performance record demonstrates that it will provide high quality services, the RFP cautioned offerors to "not assume that the [evaluators are] aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work." RFP at L-6. The RFP further advised offerors that "[t]he evaluation will be based on the information presented (or referenced) in the written proposal." Id. On this record, Eloret has not provided our Office a sufficient basis to sustain the

protest; we will not reevaluate proposals, and we find nothing unreasonable about the agency's evaluation of Eloret's approach to ensuring technical quality.

#### Key Positions and Key Personnel Element

Eloret next contends that the evaluators' assessment of a significant weakness for its proposal under the key positions and key personnel element of the mission suitability factor was unreasonable because its proposal included all of the information required by the RFP. In response, NASA argues that Eloret's proposal failed to adequately address the rationale for designating certain positions key positions as required by the solicitation, and instead discussed its generic corporate policy.

The RFP's evaluation section for the key positions and key personnel element advised offerors that proposals would be evaluated based on the "[c]ompleteness and appropriateness of the rationale provided for Key Positions, and the appropriateness of the authority, responsibilities and assignments of each position." RFP at M-8. The evaluators assigned Eloret's initial proposal a weakness for its failure to distinguish between key persons and key positions. The evaluators explained, "the proposal provides a description of the skills needed for key positions, but there was no justification for the positions having been defined as key." AR, Binder 4, Initial Presentation to the SSA, at 28. NASA raised this issue with Eloret in discussions, and requested that Eloret explain its "approach and rationale for designating Key Positions, [as well as] the responsibilities and assignment of the designated Key Position." AR, Binder 6, Eloret Discussion Questions, at 2.

Eloret's revised proposal explained that its approach to designating key positions and identifying key personnel would be based on a company policy document, which was provided with the protester's proposal. Specifically, Eloret's proposal stated that:

[deleted]

AR, Binder 6, Eloret Revised Proposal, at 128.

Eloret's proposal also addressed the "Identification of ELORET Personnel for Key Positions," which listed the personnel Eloret intended to fill the key positions and "Roles, Responsibilities, and Authority of Key Personnel," which addressed the responsibilities of the key personnel assigned. *Id.* at 128-29. Eloret contends that this information explained that the company identified key positions that were "essential to the work being performed," and therefore satisfied the RFP requirement to provide the offeror's rationale for selecting key positions. *Id.*

NASA acknowledges that Eloret's revised proposal described the responsibilities of certain key individuals. NASA Supplemental Brief, June 22, 2010, at 2. NASA contends, however, that neither Eloret's initial proposal nor its revised proposal

addressed the offeror's justification or rationale as to why a "technical expert, program manager or site manager" are key positions. In this regard, NASA noted that the RFP requires offerors to "address the following: identify key positions, including authorities, responsibilities, and assignments of the position, and provide rationale for designating them as key." RFP at L-11. Based on these requirements, NASA argues that the evaluators properly assigned Eloret's proposal a significant weakness for its failure to provide information in accordance with the RFP criteria because Eloret did not explain why the positions are considered key positions. AR, Final Consensus Findings - Eloret, at 4.

Based upon our review of Eloret's initial and revised proposals, discussion questions and answers, as well as the evaluators' initial and final evaluations, we conclude that Eloret has not shown that the agency's assessment of a significant weakness under the key positions and key personnel element of the management approach subfactor was unreasonable. Eloret was notified in the RFP that it would be evaluated on the completeness and appropriateness of the rationale provided for key positions. Furthermore, this weakness was specifically identified by the agency during discussions. We also agree with the agency that Eloret's explanation focused on its key personnel and their responsibilities--as opposed to Eloret's rationale for designating these positions as key. In addition, Eloret's corporate policy for managing key positions and personnel requirements does not address the specific requirements of the solicitation.<sup>5</sup> See RFP at M-8. In short, we see nothing unreasonable about this portion of the evaluation.

#### Total Compensation Plan Element

Next, Eloret challenges NASA's evaluation of the offerors' total compensation plans, asserting that the agency failed to follow the RFP evaluation criteria, and treated offerors unequally. Eloret argues that NASA treated the offerors unequally because the agency evaluated Eloret's total compensation plan based on data for the "Bay area," but compared ERC's plan to an "industry standard." The protester contends

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<sup>5</sup> Eloret argues that the agency unreasonably required offerors to relate the key positions to the requirements of the solicitation, because the RFP did not specifically state that they had to do so. We think that the agency's evaluation was reasonable in light of the RFP's general requirement for offerors to provide a rationale for the key positions identified in their proposals. In this regard, we think that the agency was reasonably concerned that the protester's proposal merely described the firm's general approach to designating key personnel for a contract or project, and did not provide a detailed rationale that related to this specific solicitation. See Gentex Corp.-W. Operations, B-291793 et al., Mar. 25, 2003, 2003 CPD ¶ 66 at 24 (agencies are not required to identify all areas of each factor which might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to or encompassed by the stated factors).



that the evaluation of ERC did not address whether the awardee's plan demonstrated a clear understanding of the "local" employment market, as opposed to an industry standard.

As discussed above, the total compensation plan element of the management approach subfactor required offerors to "identify salary ranges and fringe benefits proposed for employees and how they relate to the local employment market." RFP at L-12. Offerors' plans were evaluated for "[s]alary ranges and fringe benefits proposed for employees that demonstrate a clear understanding of the local employment market." See RFP at M-8. The agency concluded that both offerors' proposed total compensation plans were adequate. AR, Binder 8, Initial Consensus Findings - ERC, at 56-60; AR, Binder 8, Initial Consensus Findings - Eloret, at 56-60.

Eloret's proposal stated that its compensation plan would "ensure parity with the local employment environment," and that Eloret management monitors and compares base pay and benefits with both the latest [deleted]."<sup>6</sup> AR, Binder 6, Eloret Revised Proposal, at 163. Eloret's plan also provided a comparison chart that reviewed the national pay average, the pay average for the Bay area, and its proposed pay average for each of the solicitation's specified skill levels. Id. at 164-65.

ERC's plan explained that its "approach to salary management begins with an analysis of the Statement of Work (SOW) task requirements and the staffing required for contract performance." AR, Binder 3, ERC Revised Proposal, at App. MS-3-1. ERC also explained that it used this analysis to determine the "skills mix needed to perform SOW tasks, develops a methodology for recruiting and retaining these skills, and tailor[s] strategies for offsetting any anticipated difficulties in obtaining critical skills due to local labor market conditions." Id. at App. MS-3-1, 2. ERC stated the proposed salary and wage ranges for the STRAD procurement were developed by "reviewing our corporate guidelines for salary levels against survey data such as [deleted], a recognized source for up-to-date and highly job-and location-specific salary data." Id. at App. MS-3-2. ERC's plan also provided a chart with its proposed salary rates. Id. at App. MS-3-2, 3.

In addressing the protester's arguments, the agency acknowledges that its evaluation used the terms "local area market," "Bay area," and "industry standard" interchangeably, but contends that the offerors were evaluated against the same standard—the offeror's understanding of the local employment market. Hearing

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<sup>6</sup> The [deleted] are a commercial service that compares compensation rates both nationally and locally. Tr. at 33.

Transcript (Tr.) at 38-39.<sup>7</sup> Additionally, NASA points to its comparison of the offerors' proposed compensation rates to the local employment market to show that the evaluation was based on the same industry data, the offerors' rates are directly comparable, and the plans were equally evaluated.

It is a fundamental principle of government procurement that competitions must be conducted on an equal basis, that is, offerors must be treated equally and be provided with a common basis for the preparation of their proposals. Continental RPVs, B-292768.2, B-292768.3, Dec. 11, 2003, 2004 CPD ¶ 56 at 8. Contracting officials may not announce in the solicitation that they will use one evaluation scheme and then follow another without informing offerors of the changed plan and providing them an opportunity to submit proposals on that basis. Fintrac, Inc., B-311462.2, B-311462.3, Oct. 14, 2008, 2008 CPD ¶ 191 at 6. Our Office will sustain a protest that an agency improperly waived or relaxed its requirements for the awardee where the protester establishes a reasonable possibility that it was prejudiced by the agency's actions. Datastream Sys., Inc., B-291653, Jan. 24, 2003, 2003 CPD ¶ 30 at 6.

As Eloret argues, the RFP states only that the agency would evaluate "salary ranges and fringe benefits proposed for employees that demonstrate a clear understanding of the local employment market." RFP at M-8. In this regard, the RFP does not specifically define the term "local employment market," nor does it identify any specific data that offerors must provide or that the agency will review in evaluating offerors' total compensation plans. Thus, our review must address whether the agency's evaluation was reasonable and consistent with the broadly-stated RFP requirements.

In our review of NASA's evaluation documents, the agency stated that Eloret's plan had an "above industry standard leave policy" and ERC's plan provided less leave than incumbent but was "better than industry standard." AR, Binder 8, Initial Consensus Findings – Eloret, at 56; Initial Consensus Findings – ERC, at 56. The evaluators also noted that Eloret's plan provided "salaries that appeared to be competitive with the Bay area," and ERC was "better than the industry standard so [it] should be good for retention." Id. We concluded that the written record of NASA's total compensation plan evaluation did not adequately explain how the agency evaluated the offeror's understanding of the local employment market, nor did it clearly support the agency's statement that the terms "Bay area" and "industry standard" were used interchangeably. We further concluded that the record required additional development, and convened a hearing to address this matter.

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<sup>7</sup> Our Office held a hearing on June 24, 2010, during which we received testimony from the contracting officer regarding the evaluation of offerors' total compensation plans.

During the hearing, the contracting officer testified that each evaluator reviewed the offerors' total compensation plans, starting with the compensation rates that were proposed in each plan. Tr. at 20. The evaluators compared the offeror's direct labor rates to the U.S. Office of Personnel Management's (OPM) General Schedule Locality Pay Table for civil servants in the San Francisco/San Jose area (i.e., the Bay area), because that is where Ames Research Center is located. Id. The evaluators then compared the offeror's direct salary rates to the actual direct labor rates being paid under the current STRAD contract. Id. at 21, 23. To provide an example of this comparison conducted by the evaluators, the contracting officer presented a "crosswalk" through the agency's evaluation of the plan's direct labor rates to the incumbent contract rates for a few of the relevant labor categories as follows:

<b>Labor Category</b>	<b>Incumbent rate</b>	<b>Eloret Proposal</b>	<b>ERC Proposal</b>
System Analyst III	[deleted]	[deleted]	[deleted]
System Analyst II	[deleted]	[deleted]	[deleted]
System Analyst I	[deleted]	[deleted]	[deleted]
Business/HR Specialist	[deleted]	[deleted]	[deleted]

Tr. at 34-35, 40-41.

Based on these comparisons, the contracting officer testified that the evaluators determined that Eloret's proposed compensation rates were "in line with what we were using to define as the local area market" and that ERC's rates "met the requirement and that they would be able to retain and recruit contractor staff to support the types of requirements that are done under the STRAD contract." Tr. at 35, 42. Thus, the evaluators determined that both Eloret and ERC demonstrated a clear understanding of the local employment market.<sup>8</sup>

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<sup>8</sup> Although the protest focused primarily on the evaluation of salaries, it also challenged the agency's evaluation of the benefits portion of ERC's total compensation. At the hearing, the contracting officer stated that the evaluators reviewed the OPM website for information on the number of holidays and annual leave received by civil servants, as well as the amount of insurance premiums paid by the employee. Tr. at 36, 38. The evaluators also looked to a recently awarded Ames Research Center contract for similar on-site services for a comparison of benefits. Tr. at 24, 25. Finally, the evaluators looked at the Bureau of Labor Statistics website for a national benefits baseline. Tr. at 22. Based upon their comparison of the offeror's benefits with these three data points, the evaluators found that both Eloret and ERC met the requirements of the RFP, noting that while ERC's annual leave was slightly less than what Eloret was proposing, it was in line with what other contractors were offering in the local area, as well what civil servants were receiving in the local area. Tr. at 37. The protester has not

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In reviewing an agency's evaluation, we do not limit our consideration to contemporaneously-documented evidence, but instead consider all the information provided, including the parties' arguments, explanations, and any hearing testimony. Remington Arms Co., Inc., B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 10. While we generally give little or no weight to reevaluations and judgments prepared in the heat of the adversarial process, Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so 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. Further, we will give credence to credible witnesses where the testimony is detailed and there is no information in the record that leads us to question the accuracy or credibility of the witnesses' testimony. See FN Mfg. Inc., B-297172, B-297172.2, Dec. 1, 2005, 2005 CPD ¶ 212 at 10-11.

Our review of the record, including the hearing conducted in this matter, leads us to conclude that NASA treated each offeror equally in its evaluation. Specifically, we find that the testimony of the contracting officer was credible and consistent with the contemporaneous evaluation by the agency. The testimony of the contracting officer shows that the evaluators relied on OPM data focused on the San Francisco/San Jose area, as well as data from the incumbent contract, to make their determination that both offerors demonstrated a clear understanding of the local employment market. See Tr. at 20-21, 23. We see nothing unreasonable about NASA's reliance on OPM's locality data, or its use of the incumbent's rates, to evaluate understanding of the local employment market. See Loral Sys. Co., B-270755, Apr. 17, 1996, 96-1 CPD ¶ 241 at 5 (evaluation of technical proposals is a matter within the contracting agency's discretion, which our Office reviews only to ensure that it was reasonable and in accordance with stated evaluation criteria, and not in violation of procurement laws and regulations.)

While Eloret urges our Office to find the agency's evaluation unreasonable because NASA relied on OPM data, rather than on surveys of private industry data, we think the record here shows that the agency acted reasonably. In sum, we think both

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(...continued)

demonstrated that ERC's benefits are not in line with the local employment market, nor that the agency's review of the local employment market was unreasonable.

Eloret's and ERC's total compensation plans were evaluated reasonably, equally, and in a manner that was consistent with the RFP.

The protest is denied.

Lynn H. Gibson  
Acting General Counsel