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Decision

Matter of: PAE-Parsons Global Logistics Services, LLC--Advisory Opinion

File: B-417506.13

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Anuj Vohra, Esq., Christian N. Curran, Esq., Olivia L. Lynch, Esq., Zachary H. Schroeder, Esq., Lauren H. Williams, Esq., and James G. Peyster, Esq., Crowell & Moring LLP, for the protester.

Andrew E. Shipley, Esq., Stephen W. Preston, Esq., Philip E. Beshara, Esq., Souvik Saha, Esq., Matthew F. Ferraro, Esq., Elizabeth J. D'Aunno, Esq., and Chanda L. Brown, Esq., Wilmer Cutler Pickering Hale and Dorr LLP, and James A. Hughes, Esq., Hughes Law PLC, for Fluor Intercontinental, Inc.; Kevin P. Mullen, Esq., J. Alex Ward, Esq., James A. Tucker, Esq., Sandeep N. Nandivada, Esq., R. Locke Bell, Esq., Lauren J. Horneffer, Esq., and Caitlin A. Crujido, Esq., Morrison & Foerster LLP, for Vectrus Systems Corp., the intervenors.

Debra J. Talley, Esq., Alex M. Cahill, Esq., and Scott A. Johnson, Esq., Department of the Army, for the agency.

Evan D. Wesser, Esq., Scott H. Riback, Esq., Tania Calhoun, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of this advisory opinion.

DIGEST

1. Protests challenging the alleged assessment of significant weaknesses relating to the protester's technical/management proposal would have provided no basis for the Government Accountability Office (GAO) to object to the agency's actions. The records demonstrate that the agency did not assign the protester's proposal a significant weakness, but, rather, in GAO's view, reasonably explained why the protester's proposal was not as thoroughly and adequately supported as other offerors' proposals, and, therefore, did not warrant unique strengths.

2. Protests challenging the reasonableness of the agency's past performance evaluation would have provided no basis for GAO to object to the agency's actions where the record shows that the agency evaluated proposals reasonably and in accordance with the terms of the solicitation.

3. Protests challenging the agency's source selection decisions selecting higher-rated, higher-priced proposals would have provided no basis for GAO to object to the agency's actions where the agency's best-value tradeoffs were reasonable, adequately documented, and consistent with the terms of the solicitation.

DECISION

PAE-Parsons Global Logistics Services, LLC (P2GLS),¹ of Arlington, Virginia, protests the awarding of indefinite-delivery, indefinite-quantity (IDIQ) contracts, and the simultaneous issuance of task orders, to Fluor Intercontinental, Inc., of Greenville, South Carolina, and Vectrus Systems Corporation, of Colorado Springs, Colorado, under request for proposals (RFP) No. W52P1J-16-R-0001. The RFP was issued by the Department of the Army, Army Materiel Command, under the Logistics Civil Augmentation Program (LOGCAP V) contract, for support services for U.S. military installations in the African Command (AFRICOM) and Pacific Command (PACOM) areas of responsibility. P2GLS challenged the agency's evaluation of proposals under the technical/management and past performance factors, as well as the resulting award decisions.

Based on our review, we would have no basis to object to the agency's actions for the reasons discussed below.

BACKGROUND

P2GLS, along with several other concerns, filed protests with our Office in connection with this acquisition. We denied the protest of one of the other protesters in an earlier decision. DynCorp Int'l, LLC, B-417506, B-417506.10, July 31, 2019, 2019 CPD ¶ _____. DynCorp then filed a protest with the United States Court of Federal Claims, and in the wake of that protest, we dismissed the other protests, including those filed by P2GLS. AECOM Mgmt. Servs., Inc., et al., B-417506.2 et al., Aug. 7, 2019, 2019 CPD ¶ 287 (dismissing protests pursuant to 4 C.F.R. § 21.11(b)). At the request of the Court, we are issuing this advisory opinion, which reflects our views concerning the protests P2GLS originally filed with our Office.

LOGCAP fulfills the Department of the Army's requirements to provide global logistical support capabilities through the Army Sustainment Command to Geographical Combatant Commands (GCCs) and Army Service Component Commands (ASCCs) so that military units can carry out critical missions without having to focus on base operation activities. LOGCAP establishes contracted solutions and capabilities, incorporating an extensive portfolio of services, such as: "Setting the Theater"; supply operations; transportation services; engineering services; base camp services; and other logistics and sustainment support services. These services are detailed in more than 200 work breakdown structure (WBS) references in the Performance Work

¹ P2GLS is a joint venture including multiple PAE and Parsons subsidiaries and affiliates.

Statement (PWS), including: minor construction; food services; laundry; morale; welfare and recreation services; billeting; and facility management. See Agency Report (AR), Tab 120-1, Source Selection Plan, at 5.

The RFP, which was issued on November 20, 2017, and subsequently amended 11 times, sought proposals for the award of multiple IDIQ contracts for the Army's fifth generation of LOGCAP. The RFP contemplated the award of between four and six IDIQ contracts, with each contract having an initial five-year ordering period and five, 1-year optional ordering periods. RFP at 2.² Task orders can be awarded using fixed-price, cost-reimbursable, or labor-hour type contract line item numbers (CLIN). Id. at 3. The cumulative maximum anticipated dollar amount for all IDIQ contracts is \$82 billion. Id.

In addition to the award of the IDIQ contracts, the RFP also contemplated the simultaneous issuance of the first seven task orders in support of U.S. military operations in: Northern Command (NORTHCOM); Southern Command (SOUTHCOM); European Command (EUCOM); AFRICOM; U.S. Central Command (CENTCOM); PACOM; and Afghanistan. Id. at 115-116.³ Each task order, with the exception of Afghanistan, will consist of two primary components. The first component, "setting the theater," will be fixed-price, with a 1-year base period, and nine, 1-year option periods; the base period price is the minimum guaranteed amount for the task order. Id. at 3; RFP, attach. No. 31, CLIN Structure. The second, and larger, component of the task orders will be cost-plus-fixed-fee and encompass the performance requirements. These requirements will have a 1-year base period of performance, and four, 1-year option periods. RFP at 3; RFP, attach. No. 31 CLIN Structure. The remaining PWS WBS references will be performed as activated by the Army.

Under the setting the theater component, offerors will provide preparatory services under four PWS WBS references.⁴ First, under 02.01, Pre-Activation Planning, the

² References herein to the RFP and its associated attachments are to the version produced by the Army that is conformed through RFP amendment No. 11.

³ The regions were divided into 3 operational groups. Operational group 1 included EUCOM and PACOM; an offeror was eligible to receive only one task order award in operational group 1. RFP at 115-116. Operational group 2 included CENTCOM, NORTHCOM, AFRICOM, and SOUTHCOM; an offeror was eligible to receive only one task order award in operational group 2. Id. at 116. Operational group 3 included only Afghanistan; all offerors that were selected for an operational group 1 or 2 award, with the exception of the CENTCOM awardee, were eligible for award of the Afghanistan task order. Id.

⁴ Post-activation planning and scheduling services under PWS WBS reference 02.01.04 are also covered under the setting the theater component, although those services were not priced as part of the fixed-price setting the theater CLINs. RFP, PWS, at 21-23; RFP, attach. No. 17, Fixed-Price Pricing Template.

contractor must provide a senior planner that will align with and support the specific headquarters for the region. RFP, PWS, at 15-16. Second, under 02.01.01, Theater Analysis, the contractor will develop and maintain country or region books including information relating to: customs/immigration; health/medical; labor laws; skill set availability; Status of Forces Agreements; transportation/distribution infrastructure and facilities; and engineering infrastructure details, such as power, water, and building codes. Id. at 16-17. Third, under 02.01.02, Development of Concept Support, the Army will provide the contractor with the requirements representing a capabilities gap needing integration of LOGCAP capabilities into existing Army plans or areas of emerging threats, and, upon receipt of such information, the contractor is to conduct deliberate or crisis action planning for the integration of LOGCAP capabilities into theater priority plans and emerging requirements. Id. at 17-20. Fourth, under 02.01.03, Exercise Support, the contractor will participate in simulations, table-top exercises, and staff exercises. Id. at 20.

Offerors were required to submit only one proposal encompassing all six GCCs/ASCCs and Afghanistan. RFP at 101. Award of the IDIQ contracts and issuance of the corresponding seven initial task orders was to be made on a best-value tradeoff basis, considering the following four factors, which are listed in descending order of importance: (1) technical/management; (2) past performance; (3) small business participation; and (4) cost/price. Id. at 114-115. Relevant here, the technical/management factor was further divided into two subfactors: (1) regional capabilities in support of setting and surging the theater and initial service support for Army deployment; and (2) management approach, key initiatives, and labor staffing model (LSM). Id. at 117. The non-price factors, when combined, were significantly more important than price. Id. at 115. Only the LSM technical/management subfactor and past performance factor are relevant to the issues here.

With respect to the LSMs, offerors were required to submit a LSM that predicts the labor staffing mix, types, and quantities necessary to account for all activated service requirements set forth in the RFP. Id. at 107. The RFP provided that the LSM should be consistent, scalable, and adjustable. Id. Offerors were also required to provide a supporting rationale describing the basis for the LSM development for all activated services, including clearly explaining how the offeror selected the types and quantities proposed for a particular resource. Id. The RFP provided that offerors' explanations should "not be so general that it isn't possible to determine how the proposed types or quantities were developed," but, rather, should identify the source of the data, formulas, or calculations used to estimate the proposed quantities, including the basis, support, estimating relationships, or estimating methodologies used by the offeror. Id.

The RFP then provided specific guidance for the basis of estimate used by the offeror. For example, if a resource was based on past experience (such as historical performance, a time study, or standard operating procedures), the RFP instructed offerors to identify the past experience and explain how many people or units were used, how the level of effort is relevant to these requirements, and what adjustments, if any, were made to develop the proposed quantity or hours and why the adjustment was

made. Id. Similarly, if the resource was based on a minimum manning standard or regulation, the offeror was to identify the source, and explain how the level of effort is relevant to the current requirements, and what adjustments, if any, were made to develop the proposed quantity or hours and why the adjustment was made. Id.⁵

The RFP established that the Army would evaluate the feasibility and confidence in the offeror's LSM and approach to predict: the labor staffing mix, types, and quantities; the model's consistency, scalability, and adjustability; and the quality and soundness of the supporting rationale utilized to develop the LSM and approach. Id. at 118. Additionally, the agency was to consider the impact of the offerors' approach to the LOGCAP risk areas of responsiveness, affordability, transparency, predictability, capability, accountability, and flexibility. Id. at 117.

With respect to past performance, the RFP required offerors to identify up to four recent and relevant prime contract references supporting the Department of Defense or other federal government agencies. Id. at 109. Recency was defined as where services and/or deliverables were performed, or were still being performed, anytime within three years of the issuance of the RFP. Id. Relevancy was defined on a continuum from not relevant to very relevant, based on the scope, annual dollar value, and number of separate and distinct sites where the offeror performed. Id. Additionally, the Army reserved the right to apply a higher relevancy rating, regardless of the dollar value or number of sites, where urgency and responsiveness of similar scope were clearly identified and addressed. Id. In addition to the four references, the RFP required offerors to identify every recent and relevant contract they were awarded that experienced any performance problems including: termination, in whole or in part; receipt of a Level III or IV corrective action report, non-conformance report, or equivalent document; or receipt of a show-cause letter or cure notice. Id. at 110. The Army was to assign an overall confidence rating to each offeror's past performance, considering the currency, degree of relevance, and context of the past performance information involved, as well as the general trends of performance and demonstrated corrective actions. Id. at 119.

The Army received six proposals by the RFP's initial closing date in February 2018, including from P2GLS, Vectrus, and Fluor. The Army proceeded to establish two competitive ranges. The first competitive range, which included all six offerors, was established to conduct discussions with respect to offerors' cost/price proposals. The second competitive range, which also included all six offerors, was established to conduct broader discussions and receive final proposal revisions. AR, Tab 121, Source Selection Evaluation Board (SSEB) Report, at 11. Relevant to the issues in these

⁵ In addition to the LSM and accompanying narrative, offerors were required to submit a listing of all labor categories resulting from the LSM, including associated job descriptions and applicable educational, experience, skill level, certifications, and/or years of experience. RFP at 108. Further, offerors were required to provide an oral presentation demonstrating the functionality and operation of their LSM. Id.

protests, the Army evaluated the final proposals of P2GLS and Vectrus for PACOM as follows:

	P2GLS	Vectrus
Technical/Management	Good	Outstanding
Past Performance Confidence	Substantial	Substantial
Small Business Participation	Outstanding	Good
Total Evaluated Price	\$304,425,025	\$349,187,574

AR, Tab 123, Source Selection Decision (SSD), at 12 (prices rounded to nearest whole dollar).

Additionally, the Army evaluated the final proposals of P2GLS and Fluor for AFRICOM as follows:

	P2GLS	Fluor
Technical/Management	Good	Outstanding
Past Performance Confidence	Substantial	Satisfactory
Small Business Participation	Outstanding	Good
Total Evaluated Price	\$126,507,559	\$137,222,538

Id. at 19 (prices rounded to nearest whole dollar).

With respect to PACOM, the Source Selection Authority (SSA) concluded that Vectrus' proposal, with its stronger technical/management proposal, due to the strength of its LSM, represented the best value to the government, notwithstanding P2GLS' assessed advantage under the small business participation factor and its lower proposed total evaluated cost/price. Id. at 13-14. With respect to AFRICOM, the SSA disagreed with the Source Selection Advisory Council's (SSAC) recommendation to award the task order to P2GLS based on its evaluated advantages under the past performance, small business participation, and cost/price factors. Instead, the SSA concluded that Fluor's superiority on the most important technical/management factor, again due to the strength of Fluor's LSM, offered the best value to the government. Id. at 19-21. The SSA, however, concluded that P2GLS' SOUTHCAM proposal offered the best value to the government, and he selected P2GLS' proposal for the SOUTHCAM task order. Id. at 22-23. Following a debriefing, P2GLS filed protests with our Office challenging the PACOM and AFRICOM task order selection decisions, notwithstanding P2GLS' selection for the SOUTHCAM task order.

As addressed above, prior to the due date for our Office's decision addressing P2GLS' protests, another disappointed offeror, DynCorp, filed a protest involving the LOGCAP V

procurement with the Court. Per our Bid Protest Regulations, GAO will dismiss any case where the matter involved is the subject of litigation before, or has been decided on the merits by, a court of competent jurisdiction. 4 C.F.R. § 21.11(b). Therefore, we dismissed the remaining pending LOGCAP V related protests, including those filed by P2GLS. AECOM Mgmt. Servs., Inc., et al., supra. P2GLS subsequently filed protests with the Court, and the Court requested this advisory opinion regarding the merits of the protests P2GLS had originally filed with our Office.

DISCUSSION

P2GLS primarily challenged the agency's evaluation of proposals under the technical/management and past performance evaluation factors, as well as the resulting best-value tradeoff decisions. In reviewing a protest challenging an agency's evaluation, our Office will neither reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Analytical Innovative Solutions, LLC, B-408727, Nov. 6, 2013, 2013 CPD ¶ 263 at 3. Rather, we will review the record only to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Computer World Servs. Corp., B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6. For the reasons that follow, we find that the agency's evaluation was reasonable, adequately documented, and in accordance with applicable procurement law and regulation, as well as the terms of the RFP, and therefore we would have had no basis to object to the agency's actions.⁶

Technical/Management Evaluation

P2GLS challenged the agency's evaluation of the offerors' proposals under the technical/management factor, specifically challenging the agency's consideration of the respective LSMs. P2GLS asserted that the Army unreasonably assessed what was tantamount to a significant weakness in P2GLS' LSM based on P2GLS' alleged utilization of subjective adjustments to the base data. P2GLS further alleged that the agency failed to conduct meaningful discussions when it failed to raise this material concern. Additionally, P2GLS argued that the agency disparately evaluated Vectrus' and P2GLS' respective LSMs. Finally, P2GLS complained that the agency unreasonably downgraded its proposal in a manner inconsistent with the RFP's adjectival rating definitions. For the reasons that follow, we find no basis on which we would have objected to the agency's evaluation.

⁶ P2GLS raised a number of collateral arguments. While this advisory opinion addresses P2GLS' principal arguments, we considered all of P2GLS' arguments and concluded that none provided a basis on which we would have objected to the agency's actions.

Significant Weakness

As an initial matter, much of P2GLS' argument was predicated on a "straw man" thesis that the Army effectively assessed a significant weakness against P2GLS' LSM, which the agency then used to unreasonably assign a heightened risk rating to P2GLS' proposal. The record, however, does not support this characterization. Rather, the record demonstrates that the agency's "concern" merely explained why P2GLS' LSM, which the agency evaluated as meeting the government's requirements with no assessed weaknesses or deficiencies and supporting an overall "good" rating, was not as thorough as the awardees' respective LSMs, which significantly exceeded the government's requirements and warranted the assignment of unique strengths and overall "outstanding" ratings.

Specifically, the record demonstrates that throughout the evaluation and tradeoff process, the Army consistently found that P2GLS' LSM presented an acceptable approach, but did not provide sufficiently thorough detail to warrant the assessment of a strength. For example, the technical/management evaluation team (TMET) found that P2GLS' LSM and supporting rationale used a "logical and systematic approach" for each PWS requirement, but noted that in some instances the source data P2GLS relied upon was subjective in nature, which the evaluators found to be less relevant than primary source data. Although the evaluators accepted the subjective adjustments, they concluded that the use of such information did not "materially enhance" cost transparency, affordability, and predictability to warrant a strength. More specifically, the TMET explained as follows:

As its primary sources P2GLS uses industry standards or regulations as the basis for its estimating methodology to derive the performance factors (time per task) within its labor staffing model. In some cases, when developing its approach from industry standards, P2GLS makes subjective adjustments to the performance factors found within the stated source. In other words, P2GLS manipulates the data found in the industry standards resulting in performance factors that are different from the referenced standard. The [TMET] finds P2GLS' adjustments to indicate a reduced relevancy in the source data to the RFP requirements for which P2GLS' performance factors are established. Based on only a limited description of its rationale for making such adjustments, the TMET does not consider the ability to mitigate risk in the areas of transparency, affordability, or predictability to be materially enhanced. In particular, the reduced relevancy and overall general [LSM] supporting rationale does not reduce risk in the [LSM's] ability to predict labor resources for cost estimates when future levels of effort are known. Further, the proposed [LSM] supporting rationale will provide the [Army] the ability to monitor, compare, and analyze actual performance, however the ability to employ effective measures to control cost and ensure costs can be traceable to execution will be limited where P2GLS has made subjective adjustments to the performance factors found within its referenced standards.

Notwithstanding the previous findings, the [TMET] has confidence in P2GLS' [LSM] to predict labor resources to meet the activated service requirements Lastly, the TMET finds the risk areas of responsiveness, capability, flexibility, and accountability to not be impacted by P2GLS' [LSM] and supporting rationale.

AR, Tab 99-1, TMET Consensus Report for P2GLS, at 31 (emphasis added).

The SSAC agreed with the TMET's view that P2GLS' LSM met the RFP's requirements, with no discernable strengths, weaknesses, or deficiencies. The SSAC then explained why the LSMs submitted by Vectrus and Fluor, respectively, exceeded the RFP's minimum requirements, and better mitigated cost risk to the government than P2GLS' LSM. Specifically, the SSAC compared the LSMs of P2GLS and Vectrus and concluded that:

Vectrus' [final proposal] was assessed a strength for its [LSM] where P2GLS' [final proposal] was not. P2GLS' [LSM] used industry standards or regulations as the basis for its estimating methodology to derive the performance factors (time per task). In some cases, P2GLS made subjective adjustments to the performance factors found within the stated source, manipulating the data found in the industry standards resulting in performance factors that are different from the industry standard. P2GLS' supporting rationale will limit traceability in performance execution in areas where P2GLS made subjective adjustments [to] its referenced standards. In comparison, Vectrus' [LSM] in its [final proposal] was found to be comprehensive and detailed, providing a transparent labor estimate giving enhanced traceability for increased analysis during program execution. Vectrus' [LSM] description identified the selected estimating methodology approach, i.e., capacity or capability-determined, included documentation supporting estimating assumptions, substantiation of the analysis of data contained within the source documentation, and unique calculation methodology. These attributes give the Government enhanced traceability over P2GLS' [LSM], allowing for increased analysis during program execution reducing risk in the area of transparency.

AR, Tab 122-2, SSAC Comparative Analysis Report, at 169 (emphasis added).

In comparing P2GLS' and Fluor's respective LSMs, the SSAC similarly found that unique advantages in Fluor's more thorough LSM provided benefits to the government exceeding the RFP's requirements. In this regard, the SSAC concluded that:

Fluor's [LSM] included staffing dictated by the RFP or regulation as well as a clearly identifiable process for the selection of the sources, documentation of the source data, and calculations. Fluor's [LSM] also included an internal verification check. Fluor was assessed a strength for these attributes due to its proposal being comprehensive and detailed,

providing a transparent labor estimate giving enhanced traceability for increased analysis during program execution which was absent in P2GLS' proposal.

Id. at 172-73.

Consistent with the evaluation findings of the evaluators, the SSA ultimately reached the same conclusion as the SSAC and adopted its findings--i.e., that P2GLS' LSM, while meeting the government's requirements, was not as detailed as the awardees' respective LSMs. AR, Tab 123, SSD, at 14, 20. Additionally, in explaining the benefits of Fluor's LSM as compared to P2GLS' LSM, the SSA set forth why he believed Fluor's more detailed LSM provided additional benefits to the government. Specifically, he found that Fluor's evaluated strength:

[W]ill give the Government enhanced traceability for increased analysis during program execution helping to mitigate against price fluctuations and inappropriate staffing which could increase the risk of unsuccessful contract performance. Fluor's [LSM] allows for an added level of predictability in post-award contract changes and evaluating post-award budget decisions relating to new or changing requirements. Such post-award fluctuation is inevitable in a contingency environment, hence making this added benefit worthy of the trade with P2GLS.

AR, Tab 123, SSD, at 21.

Thus, to the extent the record shows that the awardees' more thorough and detailed LSMs were a key discriminator in the tradeoff decision, it does not show that the agency assessed a significant weakness or deficiency in P2GLS' less thorough and detailed LSM. In other words, while the unique strengths of the awardees' proposals were key discriminators, that does not, in any way, reflect that P2GLS' lack of a similar assessed strength was tantamount to a significant weakness or deficiency.⁷ As a result, we find nothing objectionable with the agency's evaluation of P2GLS' LSM.

⁷ When the agency's evaluation of P2GLS' LSM is properly framed as an explanation for why an outstanding rating was not warranted, as opposed to the assessment of a significant weakness or material risk contributor, we can readily dispense with P2GLS' argument that the Army failed to engage in meaningful discussions. Discussions, when conducted, must be meaningful; that is, they may not mislead offerors and must identify proposal deficiencies and significant weaknesses that could reasonably be addressed in a manner to materially enhance the offeror's potential for receiving award. ARP Sciences, LLC, B-415318.4, Feb. 7, 2019, 2019 CPD ¶ 77 at 6. Agencies, however, are not required to "spoon-feed" an offeror during discussions by identifying every possible area where a proposal might be improved or suggesting alternative approaches. Raytheon Co., B-416211 et al., July 10, 2018, 2018 CPD ¶ 262 at 20.

(continued...)

Disparate Treatment

P2GLS also alleged that the Army disparately evaluated its and Vectrus' respective LSMs. Specifically, P2GLS contended that the agency accepted Vectrus' proposed adjustments to its baseline LSM data while still awarding Vectrus a strength for its LSM, while the Army held P2GLS to a more stringent standard and did not similarly conclude that P2GLS warranted a strength for its LSM. As addressed above, the RFP required offerors to include the source data, formulas, or calculations used to estimate the proposed quantities in the LSM. Furthermore, the RFP instructed offerors that if a resource was based on past experience (such as historical performance, a time study, or standard operating procedures), the offeror was to explain: the past experience; how many people or units were used; how the level of effort is relevant to these requirements; and what adjustments, if any, were made to develop the proposed quantity or hours, and why the adjustments were made. RFP at 107.

Absent evidence that an agency's evaluation was unreasonable, we generally will not disturb an agency's exercise of its discretion with respect to whether a feature of an offeror's proposal so exceeds the solicitation's requirements as to warrant a unique strength. Protection Strategies, Inc., B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4; Metropolitan Life Ins. Co., B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 13. Additionally, it is a fundamental principle of federal government procurement that competitions must be conducted on an equal basis; that is, the contracting agency must treat all offerors equally, and even-handedly evaluate proposals and quotations against common requirements and evaluation criteria. Kingfisher Sys., Inc.; Blue Glacier Mgmt. Grp., Inc., B-417149 et al., Apr. 1, 2019, 2019 CPD ¶ 118 at 8. Where a protester alleges disparate treatment in a technical evaluation, it must show that the differences in

(...continued)

P2GLS relied on our decision in Crowley Logistics, Inc., B-412628.2 et al., Apr. 19, 2016, 2016 CPD ¶ 120, for the proposition that whether an agency identifies a risk as constituting a "significant weakness" or a "deficiency" is not controlling, and, where, the agency assesses what is tantamount to a significant weakness or deficiency, it must be raised during discussions. This argument is unavailing as the facts in Crowley are readily distinguishable from the facts here. In that case, the agency found that the protester's proposal presented moderate risk where the protester failed to indicate that it would be proactive in addressing issues prior to notification by the government, which "could cause degradation in performance throughout the life of the contract." Id. at 7. Relying on prior decisions, we concluded that where an agency finds that the risk associated with a given aspect of an offeror's proposal may jeopardize successful performance of a contract, it represents a significant weakness. Id. at 8. Here, however, the agency did not conclude that P2GLS' LSM presented a material risk to performance. Rather, it concluded that the awardees' unique technical approaches would more effectively manage and reduce performance risk, thus warranting the assessment of strengths. Thus, we find Crowley inapposite here.

ratings did not stem from differences between the offerors' proposals. INDUS Tech., Inc., B-411702 et al., Sept. 29, 2015, 2015 CPD ¶ 304 at 6. Here, the record, as shown by the following examples, reasonably supports the Army's determination that material differences in P2GLS' and Vectrus' respective LSMs support the different assessed evaluation findings.

First, the agency identified instances where Vectrus adopted, without modification, third-party standard task time data, while P2GLS proposed unsubstantiated deviations from such third-party data. For example, section 4.05 of the PWS requires the contractor to provide custodial services for common areas, including stocking and replenishing expendables (including, for example, paper towels, toilet paper, liquid soaps, and sanitizers). RFP, PWS, at 45. To develop its estimate, Vectrus used, without modification, standard task time data from a third-party publisher, [DELETED].⁸ AR, Tab 80-2, Vectrus Final Technical/Management Proposal, at LSMR-23. The Army concluded that Vectrus' adoption of a third-party time standard, without modification, provided increased confidence in the awardee's LSM, would allow for better traceability of its cost performance and estimating, and, therefore, warranted a strength.

In contrast, for the same custodial service requirements, P2GLS relied on [DELETED] custodial standards. P2GLS represented that [DELETED] is [DELETED]. AR, Tab 73-2, P2GLS Final Technical/Management Volume, at 122; Tab 73-11, P2GLS Final KWAJ Task Order LSM, Tab "Est_Rat," cell J121. Notwithstanding its explanation for why it believed the [DELETED] data provided a reliable basis for its estimate, P2GLS then, without explanation, downwardly adjusted the [DELETED]-based rate by 50 percent "for less frequent services and occupant-performed cleaning." AR, Tab 73-11, P2GLS Final KWAJ Task Order LSM, Tab "Est_Rat," cell K121. The proposed adjustment lacks any supporting rationale for either of the stated assumptions, or how such assumptions would result in such a material divergence from the [DELETED] standards upon which the LSM was based.⁹ The Army determined that this unsubstantiated deviation did not increase confidence in P2GLS' LSM, would not promote traceability, and, therefore, did not warrant a strength. Thus, we find the Army

⁸ [DELETED] is a privately maintained construction cost database that [DELETED]. [DELETED], available at [DELETED] (last visited Oct. 16, 2019). According to the publisher, the [DELETED] database contains over [DELETED] line items, and [DELETED]. [DELETED], available at [DELETED] (last visited Oct. 16, 2019). P2GLS has not alleged that Vectrus' reliance on this source was unreasonable or that Vectrus misapplied such data. Indeed, the record reflects that P2GLS also relied on this source in the formulation of its proposal. See AR, Tab 73-2, P2GLS Final Technical/Management Proposal, at 117 (citing [DELETED] as one of the sources used).

⁹ P2GLS similarly relied on [DELETED] data for the facility maintenance services under PWS section 06.02, and made similar unsubstantiated proposed reductions of between 50 and 75 percent based on similarly unexplained assertions. AR, Tab 73-11, P2GLS Final KWAJ Task Order LSM, Tab "Est_Rat," cells K750, K752, K754, K756, and K771.

reasonably identified differences between the way the offerors utilized third-party information in their respective LSMs that support the different evaluation findings.

Second, in other cases involving the offerors' reliance on their experience, Vectrus provided a detailed explanation for its incorporation and use of historical data to make LSM adjustments, while P2GLS did not similarly substantiate its proposed utilization of prior experience. For example, section 4.06 of the PWS requires the contractor to provide food service operations, including receiving, storing, preparing, and serving meals, as well as incidental functions and personnel necessary for dining facility operations, including, for example, cashiers, custodians, and dishwashers. RFP, PWS, at 45-46. In developing its estimate for CENTCOM, Vectrus' LSM narrative explained that it used historical data based on two prior LOGCAP IV orders, including its incumbent work in Kuwait, in order to calculate an hours-per-meal figure for three different levels of dining facilities (or "DFAC"). In this regard, it categorized small DFACs as serving [DELETED] meals per month, medium DFACs as serving [DELETED] meals a month, and large DFACs serving [DELETED] meals a month. Vectrus then multiplied its calculated hours-per-meal ratios by the numbers of anticipated monthly meals to calculate the required annual hours. The awardee explained that this methodology would allow it to preserve staffing at the smaller sites, and maximize economies of scale at the larger sites. AR, Tab 80-2, Vectrus Final Technical/Management Proposal, at LSMR-23. In its LSM, Vectrus then included its historical data and other data elements showing the basis for its hours-per-meal ratios. AR, Tab 80-4, Vectrus Final LSM, Tab 4.06. Again, the Army concluded that the substantiating information promoted confidence in the awardee's LSM, would promote traceability, and, therefore, warranted a strength.

In contrast, P2GLS did not as thoroughly substantiate its proposed adjustments based on its team's experience. For example, P2GLS similarly relied on its prior DFAC experience as the basis of its estimate for PWS WBS section 04.06, but did not provide as much supporting information or make adjustments for variations in DFAC size or type. Rather, P2GLS asserted that based on its prior experience providing DFAC services in Kuwait, it averaged [DELETED] meals per hour. See AR, Tab 73-2, P2GLS Final Technical/Management Proposal, at 121; Tab 73-9, P2GLS Final CENTCOM Kuwait LSM, Tab "Est_Rat," cell J132. While the Army accepted P2GLS' estimate based on its prior experience, P2GLS' estimate was not as detailed as Vectrus' proposal.

As another example, under PWS 04.09.01, the contractor will be required to provide non-hazardous waste removal services. RFP, PWS, at 74-75. P2GLS represented that it made adjustments based on its subcontractor's experience providing non-hazardous waste removal services in Iraq under a prior LOGCAP task order. AR, Tab 73-2, P2GLS Final Technical/Management Proposal, at 121. Although P2GLS provided a sample calculation, the basis for the figures it used was not apparent. In this regard, even if we were to assume the figures were actual historical numbers, they were not as well explained or supported as the figures provided by Vectrus.

Additionally, it is also worth noting that P2GLS used its subcontractor's identical experience with waste removal services in Iraq as the basis for its proposed LSM for waste removal services in PACOM, specifically South Korea. See, e.g., AR, Tab 73-11, P2GLS Final KWAJ Task Order LSM, Tab "Est_Rat," cell J363. The only supporting rationale for why the subcontractor's experience in Iraq would be applicable to its anticipated performance in South Korea was that the Iraq performance "is relevant to LOGCAP as a CENTCOM task order country performing LOGCAP PWS tasks." AR, Tab 73-2, P2GLS Final Technical/Management Proposal, at 121. This rationale is devoid of any explanation for why performance in Iraq in CENTOM is relevant to performance in South Korea in PACOM. Here again, the Army found that P2GLS' lack of supporting information did not increase confidence in P2GLS' LSM, would not promote traceability, and, therefore, did not warrant a strength.¹⁰ Thus, we find the Army reasonably identified differences between the way offerors relied on prior experience in their respective LSMs that support the different evaluation findings.

As these representative examples show, Vectrus either relied on industry standard data or otherwise substantiated proposed deviations by providing historical data. We find nothing unreasonable in the agency finding that this approach would support cost predictability and traceability. In those cases, Vectrus provided an objective baseline to analyze performance or cost variations. In contrast, P2GLS' reliance on its team's prior experience, without providing the underlying historical data to substantiate its claimed adjustments, did not provide the same level of objective data for the agency to analyze performance or cost variations. Thus, on this record, we find no basis on which we would have objected to the agency's evaluation of the offerors' LSMs.¹¹

Adjectival Rating

P2GLS also argued that the agency erred in not rating its technical/management proposal as "outstanding" based on its five assessed strengths and no assessed weaknesses or deficiencies. We find no merit to this argument. Agencies have

¹⁰ In contrast, Vectrus' LSM estimates for waste removal services used [DELETED], and [DELETED]. See Vectrus Final Technical/Management Proposal, at LSMR-24.

¹¹ Unlike the foregoing examples where the offerors proposed differing approaches, the record reflects that the government accepted certain similar adjustments to both offerors' LSMs. For example, P2GLS proposed a [DELETED] adjustment factor, which considered the different labor productivity profiles of workers [DELETED] based on third-party source data and P2GLS' experience. AR, Tab 73-2, P2GLS Final Technical/Management Proposal, at 117. Similarly, Vectrus proposed a [DELETED] capability factor which sought to account for differences in [DELETED], including variables such as: whether the work [DELETED]; whether the work [DELETED]; and [DELETED]. AR, Tab 80-2, Vectrus Final Technical/Management Proposal, at LSMR-5-6. To the extent the record demonstrates that the agency determined that these similar proposed adjustments were acceptable, we find no basis on which we would have objected to the agency's exercise of its reasonable business judgment.

considerable discretion in making subjective judgments about the technical merit of proposals, and technical evaluators are given the discretion to decide whether a proposal “deserves a ‘good’ as opposed to ‘very good’ rating.” JAM Corp., B-408775, Dec. 4, 2013, 2013 CPD ¶ 282 at 4 (quoting CAS, Inc., B-260934.2, B-260934.3, Sept. 12, 1995, 95-2 CPD ¶ 239 at 4). To the extent P2GLS argued that the selection decision focuses on the number of specific discriminators between the proposals, these arguments are unavailing. The evaluation of proposals and the assignment of adjectival ratings should not generally be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals consistent with the evaluation scheme. Sherrick Aerospace, B-310359.2, Jan. 10, 2008, 2008 CPD ¶ 17 at 6. Moreover, it is well established that adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. INDUS Tech., Inc., supra, at 4. Where an agency reasonably considers the underlying bases for the ratings, including advantages and disadvantages associated with the specific content of competing proposals, in a manner that is fair and equitable and consistent with the terms of the solicitation, the protesters’ disagreement over the actual adjectival or color ratings is essentially inconsequential in that it does not affect the reasonableness of the judgments made in the source selection decision. Sherrick Aerospace, supra, id.

Here, the record reflects that the Army did not merely rely on the assigned adjectival ratings, but, rather, the agency thoroughly considered the relative merits of the proposals based on the underlying evaluation findings. As recounted above, the record shows that both the SSAC’s recommendation and the SSD carefully considered the underlying qualitative differences between the offerors’ technical/management proposals, and specifically found that Fluor’s and Vectrus’ unique LSM-related strengths presented technically superior solutions over P2GLS’ proposal. On this record, P2GLS’ disagreement with the adjectival rating assigned to its proposal, without more, provides no basis to object to the agency’s evaluation.

Past Performance Evaluation

P2GLS next argued that the Army failed to reasonably consider the qualitative differences between P2GLS’ and Vectrus’ respective past performance records. P2GLS contended that Vectrus’ past performance includes multiple instances of adverse information, and, therefore, the agency could not reasonably have concluded that the offerors’ past performance records were essentially equal.¹² Additionally,

¹² P2GLS’ initial protest alleged that the Army failed to consider certain specifically alleged instances of Vectrus’ adverse past performance. See Protest (B-417506.6) at 37-38. The Army’s initial agency report thoroughly responded to P2GLS’ contentions, explaining that the alleged instances either fell outside of the RFP’s defined recency period or otherwise were not properly considered. See Agency Memo. of Law (B-417506.6) at 45-51. P2GLS’ comments did not substantively respond to this aspect of the agency report, but, rather, focused on its supplemental past performance allegations. See P2GLS Comments (B-417506.6) at 26. Therefore, we find that P2GLS

(continued...)

P2GLS argued that the agency's consideration of past performance violated the terms of the RFP because, while the agency was to conduct a single past performance evaluation across all task orders, it nevertheless reached inconsistent conclusions for different task order awards. An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of agency discretion which we will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. Cyber Protection Techs., LLC, B-416297.2, B-416297.3, July 30, 2018, 2018 CPD ¶ 270 at 6. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. Jacobs Tech., Inc., B-410441.15, B-410441.16, Sept. 24, 2018, 2018 CPD ¶ 338 at 11. For the reasons that follow, we find no basis on which we would have objected to the agency's evaluation.¹³

As an initial matter, we note the inherent inconsistency in P2GLS' two primary past performance arguments. As will be addressed below, on the one hand P2GLS argued that the Army failed to reasonably and meaningfully consider the qualitative differences between the offerors' respective past performance records, and, essentially, mechanically relied on the assigned adjectival ratings to deem P2GLS' and Vectrus' past performance records technically equal. On the other hand, P2GLS argued that the agency irrationally failed to strictly apply the assigned ratings across all of the task order tradeoffs via the transitive property.¹⁴ Thus, contrary to its other arguments that the agency failed to meaningfully compare and contrast offerors' respective past performance records, P2GLS complained that the agency did not mechanically apply adjectival ratings and comparisons between different offerors' past performance records when comparing the past performance records of P2GLS and Vectrus.

Put differently, in the tradeoff for the SOUTHCOM award, P2GLS argued that the SSA concluded that the past performance of DynCorp and P2GLS were essentially equal, and in the PACOM award, the SSA concluded that the past performance of DynCorp

(...continued)

abandoned the past performance arguments raised in its initial protest. Straughan Env't'l, Inc., B-411650 et al., Sept. 18, 2015, 2015 CPD ¶ 287 at 10; Israel Aircraft Indus., Ltd.--TAMAM Div., B-297691, Mar. 13, 2006, 2006 CPD ¶ 62 at 6-7.

¹³ P2GLS' initial AFRICOM protest alleged that the Army had unreasonably failed to consider certain adverse past performance relating to Fluor. See Protest (B-417506.5) at 37-41. Following receipt of the agency report, P2GLS conceded that the record demonstrates that the evaluators did consider the information regarding Fluor's past performance. See P2GLS Comments (B-417506.5) at 26. As addressed below, P2GLS subsequently argued that the SSA failed to reasonably consider the adverse information identified by the lower-level evaluators.

¹⁴ The transitive property of equality can be expressed as if $a = b$ and $b = c$, then a must equal c .

was superior to that of Vectrus. P2GLS argued it logically follows that P2GLS' past performance must have been superior to that of Vectrus for the PACOM tradeoff. We find, however, that P2GLS' argument oversimplifies and mischaracterizes the nuanced analysis reflected in the agency's record.

Specifically, with respect to the tradeoff for the SOUTHCOM task order, the SSA did not state that he found P2GLS' and DynCorp's past performance records equal. Rather, he explained that notwithstanding P2GLS having more instances of adverse past performance than DynCorp, the concerns with P2GLS' record were not severe enough to impact the government's high expectation that both offerors could successfully perform the requirements. Specifically, the SSA explained that:

Although P2GLS had more incidents of adverse past performance compared to DynCorp, the difference was not severe enough to result in different Past Performance confidence ratings; the Government had a high expectation of successful performance for both offerors.

AR, Tab 123, SSD, at 22.

Contrary to P2GLS' insistence that the record shows the proposals were found to be technically equal, the record actually shows that the SSA considered DynCorp's past performance to be superior to that of P2GLS, but ultimately concluded that the differences were not meaningful for the purposes of the SOUTHCOM tradeoff. In the PACOM tradeoff, the SSA similarly concluded that DynCorp possessed only a "slightly superior" past performance record as compared to Vectrus' record. *Id.* at 15. As discussed below, the SSA also concluded that the differences between Vectrus' and P2GLS' records, both of which were evaluated as inferior to DynCorp's past performance record, were not meaningful for purposes of a tradeoff. On this record, we find no basis to conclude that the agency irrationally conducted an inconsistent consideration of the relative qualitative differences when considering past performance records in the various tradeoff analyses.

Turning back to P2GLS' challenges to the agency's head-to-head comparison, we similarly find no merit to these arguments. While P2GLS touted its single marginal rating on a somewhat relevant reference as a benefit, the record shows that the agency conducted a reasonable comparison of the offerors' respective records. Specifically, the record shows that the agency thoroughly reviewed each offeror's past performance record, considering both identified issues, as well as the efficacy of corrective actions taken and whether the identified concern appeared to be an isolated incident or part of a more systemic pattern. For example, the evaluators noted that P2GLS' joint venture partners had "multiple issues related to invoicing and billing" across multiple references, including "inaccurate invoicing, incomplete supporting documentation, and overall invoicing being a challenge." AR, Tab 105-1, P2GLS Past Performance Evaluation Report, at 111-112. Notwithstanding these challenges, the evaluators went on to note that P2GLS' overall cost management evaluation ratings were at least satisfactory, and also noted P2GLS' cooperativeness in addressing cost issues. The evaluators also

commended P2GLS' actions to achieve cost avoidance and savings. After considering the totality of the cost performance related information, the agency determined that no overall adjustment was necessary to P2GLS' past performance rating for cost control-related issues. Id. at 112.

The record reflects that similar considerations were made with respect to Vectrus' past performance. See, e.g., AR, Tab 106-1, Vectrus Past Performance Evaluation Report, at 71 (noting that the evaluators found no adverse impact to Vectrus' overall rating based on its effective corrective action with respect to certain supply and property management issues, as well as Vectrus' subsequent receipt of "positive praise for responsiveness, reduction in incidents, communication, transparency, decreased property damage, honesty, relationships, and cooperative behavior").

After considering the totality of both offeror's past performance information, the SSAC found that there were no meaningful differences between the offerors' respective past performance records, concluding that the offerors' respective records demonstrated successful performance on relevant contracts, and limited instances of adverse past performance that were isolated and effectively resolved. Specifically, the SSAC found that the past performance records were "comparable," explaining that:

P2GLS' past performance record, with the exception of an isolated Marginal rating on a Somewhat Relevant reference, demonstrated it has successfully performed on all recent and relevant contracts and had an exceedingly positive past performance record. Further P2GLS' past performance record identified areas of concern regarding cost performance, invoicing, and billing, however the totality of P2GLS' performance in this area did not indicate a pattern of adverse performance. In comparison, Vectrus' past performance record indicated it . . . has performed recent and relevant efforts. Vectrus' past performance record indicated Vectrus performed very well with many areas receiving favorable ratings, including those determined to be Relevant and Very Relevant. Vectrus' past performance record included two instances of adverse past performance. While serious, they were not found to be indicative of broad or recurrent issues with Vectrus' performance. One instance was on an effort determined to be Somewhat Relevant and, after having resolved [corrective action requests], Vectrus received positive praise. In the other instance, the past performance evaluation concluded corrective actions were ongoing but were isolated to one contract and did not spread across the spectrum of Vectrus' performance record.

AR, Tab 122-2, SSAC Comparative Analysis Report, at 48; see also Tab 123, SSD, at 14 (concurring with the SSAC's analysis).

On this record, we find would have found no basis to object to the agency's conclusion that the past performance records of P2GLS and Vectrus were comparable. Absent

more, P2GLS' disagreement is not a basis on which to object to the agency's evaluation.

Tradeoff Decisions

P2GLS also challenged the Army's tradeoff determinations, arguing that the selection decisions for the PACOM and AFRICOM task orders were unreasonable and inadequately documented. Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of technical and cost evaluation results; cost/technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the evaluation criteria. Crowder Constr. Co., B-411928, Oct. 8, 2015, 2015 CPD ¶ 313 at 10. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, without more, does not establish that the source selection decision was unreasonable. Pacific-Gulf Marine, Inc., B-415375, B-415375.2, Jan. 2, 2018, 2018 CPD ¶ 124 at 7. For the reasons that follow, we find no basis on which we would have objected to the SSA's tradeoffs.

With respect to the tradeoff with Fluor for the AFRICOM task order, P2GLS argued that the SSA's decision to disagree with the SSAC's recommendation to award the order to P2GLS was unreasonable and inadequately documented. Specifically, P2GLS suggested that the SSA was required "to address each specific factor that weighed in favor of award to P2GLS," namely its advantages under the past performance, small business participation, and cost/price factors. Protest (B-417506.5) at 42. P2GLS argued that the SSA unreasonably focused solely on Fluor's unique assessed strength for its LSM as the key discriminator between the proposals. We find no basis on which we would have objected to the SSA's determination.

Source selection officials have broad discretion to determine the manner and extent to which they will make use of evaluation results, and must use their own judgment to determine what the underlying differences between proposals might mean to successful performance of the contract. ERC Inc., B-407297, B-407297.2, Nov. 19, 2012, 2012 CPD ¶ 321 at 6. While source selection decisions must be documented, such documentation need not reflect every consideration factored into the tradeoff decisions; rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection decision was reasonably based. General Dynamics Info. Tech., Inc., B-415568, B-415568.2, Jan. 25, 2018, 2018 CPD ¶ 63 at 12. Contrary to P2GLS' arguments, the record reflects that the SSA reasonably considered the qualitative differences between the proposals across all evaluation factors, and adequately set forth his rationale for disagreeing with the SSAC's recommendation.

The SSD reflects that the SSA reviewed the SSAC's Comparative Analysis Report, which summarized the evaluation findings of the SSEB and set out the SSAC's award recommendations. The SSA also received a teleconference briefing with the SSAC.

The SSA represented that he agreed with the SSAC's analysis and award recommendations, except in limited circumstances documented in the SSD. AR, Tab 123, SSD, at 6-7. With respect to AFRICOM, the SSA conducted an analysis across each evaluation factor for the two highest-rated, eligible offerors, which were Fluor and P2GLS. Id. at 19.¹⁵

With respect to the technical/management factor, the SSA agreed with the SSAC's analysis that Fluor's outstanding technical/management approach, including its unique assessed strength for its LSM, was superior to P2GLS' approach. Id. at 20. The SSA then considered and documented his approval of the SSAC's analysis that P2GLS' past performance was superior to Fluor's past performance, noting that P2GLS' record demonstrated that it had successfully performed on all recent and relevant contracts with an "exceedingly positive past performance record." Id. at 14.¹⁶ The SSA further agreed with the SSAC's recommendation that P2GLS' small business participation proposal was stronger than Fluor's, noting that P2GLS was assessed an additional, unique strength for its compliance with reporting requirements on individual subcontracting reports. Id. at 20-21. Additionally, the SSA recognized that P2GLS offered a lower total evaluated cost/price than Fluor. Id. at 19, 21. Thus, it is readily apparent that the SSA understood and reasonably considered the qualitative differences between the proposals across each of the RFP's evaluation factors.

The SSA then explained his disagreement with the SSAC's recommendation that P2GLS should be selected for award based on its evaluated advantages under the less-important past performance, small business participation, and cost/price factors. Specifically, the SSA found that Fluor's unique assessed strength for its LSM, and overall superiority under the most important technical/management factor represented the best value to the government, and warranted the associated price premium. Specifically, the SSA found that:

Given the relative importance of evaluation factors, I find Fluor's proposal to be superior to P2GLS' proposal and the best value. The strength

¹⁵ Neither Vectrus nor KBR were eligible for award of the AFRICOM task order because they had already been selected for award of other commands in operational group 2. AR, Tab 123, SSD, at 19.

¹⁶ In its comments, P2GLS argued that the SSA unreasonably failed to consider adverse past performance information related to Fluor that was considered by the SSEB and SSAC. P2GLS Comments (B-417506.5) at 26-28. The record, however, reflects that the SSA was aware of the issues, and specifically considered them when agreeing with the SSAC's recommendation that P2GLS' past performance was superior to Fluor's record. AR, Tab 123, SSD, at 20. P2GLS' arguments, which effectively amount to disagreement with the weight afforded by the SSA to the adverse information, without more, fails to provide a basis upon which we would have sustained the protest. Pacific-Gulf Marine, Inc., supra.

assessed in Fluor's [LSM] was absent in P2GLS' proposal. This strength will give the Government enhanced traceability for increased analysis during program execution helping to mitigate against price fluctuations and inappropriate staffing which could increase the risk of unsuccessful contract performance. Fluor's [LSM] allows for an added level of predictability in post-award contract changes and evaluating post-award budget decisions relating to new or changing requirements. Such post-award fluctuation is inevitable in a contingency environment, hence making this added benefit worthy of the trade with P2GLS. Given the relative importance of the evaluation factors, the strength in Fluor's Technical/Management Factor, justifies payment of the \$11M (8.47%) premium.

Id. at 21.

On this record, we find no basis on which we would have objected to the SSA's tradeoff determination, which was based on his view that Fluor's technical advantage on the RFP's most important evaluation factor offered the best value to the government. An agency, in making a tradeoff analysis, may ultimately focus on a particular discriminator between proposals where it has a reasonable basis to do so. General Dynamics Land Sys., B-412525, B-412525.2, Mar. 15, 2016, 2016 CPD ¶ 89 at 11; TriWest Healthcare Alliance Corp., B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 37. We find no basis on which we would have objected to the SSA's determination that the management and cost-control advantages associated with Fluor's proposal will be of the most benefit to the government. P2GLS' disagreement as to the weight given to this discriminator, without more, fails to state a viable basis to object to the tradeoff. Pacific-Gulf Marine, Inc., supra.

With respect to the tradeoff and award decision to Vectrus for the PACOM task order, P2GLS raised nearly identical arguments as it does to its challenge of the tradeoff with Fluor in AFRICOM, namely that the SSA unreasonably elevated the importance of Vectrus' unique assessed strength for its LSM and its overall superior technical/management proposal, and failed to adequately consider P2GLS' advantages under the other factors. As addressed, above, however, these arguments, without more, amount to nothing more than disagreement with the SSA's exercise of his reasonable business judgment, and, therefore, fail to state a basis upon which to object to the tradeoff.

Based on the discussion above, the reasons advanced in P2GLS' earlier protests filed with our Office would have provided us no basis to object to the agency's actions.

Thomas H. Armstrong
General Counsel