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Decision

Matter of: CSRA LLC

File: B-417635; B-417635.2; B-417635.3

Date: September 11, 2019

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DIGEST

1. Protest alleging inadequate and misleading discussions is dismissed as an untimely challenge to the scope of discussions where the amended solicitation stated that the agency's discussions would not include vendors' oral presentations, and the protester failed to challenge the grounds rules for the competition by the next closing date.
 2. Protest alleging the agency's evaluation of vendors' technical and management quotations was unequal and disparate is denied where the protester's assertions are not supported by the record.
 3. Protest challenging the strengths assigned to awardee's quotation as improper double-counting is denied where the advantages were properly counted under multiple evaluation criteria and/or double-counted for all vendors.
 4. Protest challenging the best-value tradeoff decision is denied where the decision was reasonable, consistent with the stated evaluation criteria, and adequately documented.
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DECISION

CSRA LLC, of Falls Church, Virginia, protests the issuance of a task order to American Technology Solutions International Corporation (ATSI), of Fredericksburg, Virginia,

under request for quotations (RFQ) No. 05GAOA19Q0014, issued by the Government Accountability Office for information technology (IT) operations, engineering, and enhancement support services (OEESS). CSRA contends the agency's evaluation of vendors' quotations and resulting award decision were improper.

We dismiss the protest in part and deny it in part.

BACKGROUND

The RFQ was issued on February 13, 2019, pursuant to Federal Acquisition Regulation (FAR) subpart 16.5, to holders of National Institutes of Health, Information Technology Acquisition and Assessment Center (NITAAC), Chief Information Officer-Solutions and Partners 3 (CIO-SP3) indefinite-delivery, indefinite-quantity (IDIQ) contracts.¹ Agency Report (AR), Tab 6, RFQ at 16; Contracting Officer's Statement/Memorandum of Law (COS/MOL) at 2. The solicitation contemplated the issuance of a hybrid fixed-price and time-and-materials task order for a 5-month base period together with four 1-year options and one 7-month option. RFQ at 16. The RFQ's performance work statement (PWS) described in detail the specific IT tasks to be provided under the task order in two major areas--operations and maintenance, and engineering and technology enhancement. Id., PWS at 21, 23.

The RFQ established that task order award would be made on a best-value tradeoff basis, based on three evaluation factors in descending order of importance: technical approach, past performance, and cost/price (hereinafter price).² Id. The technical approach factor consisted of three subfactors, also in descending order of importance: technical quotation; program management/management approach (hereinafter management approach); and oral presentation (scenarios).³ Id. Further, the technical quotation subfactor consisted of two components: technical quotation--written, and oral presentations--technical. Id. at 89, 91; COS/MOL at 4-5. The technical approach and past performance factors, when combined, were significantly more important than price. Id.

Six vendors, including ATSI and CSRA, the incumbent, submitted written quotations by the March 18 closing date. COS/MOL at 6. Oral presentations were then held with

¹ The RFQ was subsequently amended six times. Unless stated otherwise, all citations are to the final, conformed version of the solicitation.

² The technical approach factor was significantly more important than the past performance factor. RFQ at 89.

³ The management approach and oral presentation (scenarios) subfactors were of equal importance. RFQ at 89. As detailed below, the RFQ contemplated the use of oral presentations as the means by which vendors would provide information that would be evaluated in part under the technical approach subfactor and in part under the oral presentation (scenarios) subfactor. Id.

each vendor.⁴ An agency technical evaluation panel (TEP) evaluated vendors' initial quotations--both the written submissions and oral presentations--identifying significant strengths, strengths, weakness, and significant weaknesses, and assigning adjectival ratings.⁵ The initial evaluation was completed on April 15.

The agency subsequently conducted discussions with all vendors, and received revised quotations by the April 22 closing date. COS/MOL at 7. The TEP evaluated vendors' revised quotations, with the final evaluation ratings and prices of the ATSI and CSRA quotations as follows:

	ATSI	CSRA
Technical Approach	Outstanding	Good
Technical Quotation	Outstanding	Acceptable
Technical Quotation--Written⁶	Outstanding	Good
Oral Presentations--Technical	Outstanding	Marginal
Management Approach	Outstanding	Good
Oral Presentation (Scenarios)	Outstanding	Good
Past Performance	Significant Confidence	High Confidence
Price	\$115,330,073	\$97,722,760

AR, Tab 18, Final TEP Report at 8-42; Tab 19, Source Selection Decision Document (SSDD) at 11, 25.

On May 1, the agency source selection authority (SSA) received and reviewed the TEP's evaluation findings and ratings. AR, Tab 19, SSDD at 1-24. The SSA determined ATSI's technical advantages identified under the technical approach factor

⁴ The agency video-recorded each vendor's oral presentation, and provided the ATSI and CSRA oral presentations as part of its report to our Office.

⁵ The adjectival ratings used by the TEP for the technical approach factor were as follows: outstanding, good, acceptable, marginal, and unacceptable. The ratings used for the past performance factor were: high confidence, significant confidence, satisfactory confidence, unknown confidence, little confidence, and no confidence. AR, Tab 13, Initial TEP Report at 5, 7.

⁶ As set forth above, the technical quotation subfactor consisted of two components: technical quotation--written, and oral presentations--technical. The TEP assigned separate ratings to each evaluation criterion component which it then "rolled up" into the technical approach subfactor rating.

outweighed CSRA's superior past performance and lower price, and concluded that ATSI's quotation represented the overall best value to the agency. Id. at 32-33.

On May 21, the agency provided CSRA with notice of task order award to ATSI. AR, Tab 22, Task Order Award Notice to CSRA. On May 23, CSRA requested a debriefing, which the agency provided on May 28. AR, Tab 23, CSRA Debriefing at 1-2. This protest followed.⁷

DISCUSSION

CSRA raises numerous issues regarding the agency's evaluation of the vendors' quotations and resulting award decision. First, CSRA alleges the agency engaged in inadequate and misleading discussions by failing to notify CSRA of a significant weakness related to its oral presentation. The protester further asserts that the evaluation of the vendors' technical approach quotations was unequal and disparate, and that the agency improperly double-counted various strengths in ATSI's quotation. Lastly, CSRA contends that the agency's best-value tradeoff decision was flawed.⁸ Had the agency performed a proper evaluation and award decision, CSRA argues, CSRA would have been selected for award. Although we do not specifically address all of CSRA's complaints about the agency's evaluation of quotations and award decision, we have fully considered all of them and find that they afford no basis on which to sustain the protest.

Agency's Discussions with CSRA

CSRA contends that the agency engaged in inadequate and misleading discussions. Specifically, the protester asserts the discussions failed to notify CSRA of the significant weakness identified in CSRA's initial quotation regarding the vendor's unsuccessful "dashboard" demonstration during its oral presentation.⁹ CSRA also maintains that the

⁷ As set forth above, the awarded value of the task order being placed under the NITAAC CIO-SP3 contract exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority of Title 41 of the U.S. Code. 41 U.S.C. § 4106(f)(1)(B).

⁸ CSRA also raised other evaluation challenges (e.g., the agency's technical approach evaluation of CSRA with regard to the IT dashboard demonstration), but subsequently elected to withdraw these additional protest grounds. CSRA Notice of Partial Withdrawal, Aug. 13, 2019, at 1-2 (Electronic Protest Docketing System (EPDS) Entry No. 45).

⁹ An IT dashboard is an information management tool that visually tracks, analyzes, and displays key performance indicators, metrics, and key data points to monitor the health of a specific process. A dashboard can also be customized to meet a specific user's needs. A dashboard is considered an efficient means to track multiple data sources, as
(continued...)

omission of this significant weakness from the agency's discussions clearly prejudiced the protester's chances for award. Protest at 20-21.

The RFQ required that vendors' technical approach submissions include the use of 105-minute oral presentations consisting of three parts: (1) technical overview; (2) dashboard demonstration; and (3) oral presentation scenarios.¹⁰ RFQ at 89, 91. Vendors were also instructed to submit copies of oral presentation slides, of up to 20 pages, at the time of the oral presentation. Id. at 91.

CSRA, during its oral presentation, completed its technical overview and then planned to demonstrate its dashboard tool, GD.Raptor.¹¹ AR, Tab 12, Oral Presentations, File 3 at 8:55; AR, Tab 11, CSRA Oral Presentation Slides at 10. CSRA, however, was unable to get the GD.Raptor dashboard tool to function ("It's moving a little slow right now," and "What we planned on showing you was . . ."), and the vendor eventually decided to move on to other aspects of its oral presentation, i.e., a demonstration of its IMS/IMP tool, Microsoft Project, and the oral presentation scenarios. Id. at 11:45; AR, Tab 11, CSRA Oral Presentation Slides at 11-20.

The TEP found CSRA's inability to demonstrate its GD.Raptor dashboard tool to be a significant weakness in its initial technical quotation as follows:

Vendor did not successfully demonstrate or discuss the GD Raptor [dashboard] that it indicated would be used for all of its tool integration. (Project, Cost, Personnel, Program data sets). A vendor dashboard is envisioned as a major component of the OEES contract, and when the demonstration failed, the vendor discontinued any discussion of it. Given the core nature of this requirement to the new contract, [the agency]'s inability to see and understand its capabilities limited [the agency]'s ability to assess suitability and fit. For example, concerns include use of the tool,

(...continued)

it provides a centralized location to monitor and analyze IT system(s) performance. AR, Tab 27, TEP Chairman Declaration, July 2, 2019, at 1-2; COS/MOL at 3.

¹⁰ In this regard, the PWS required the contractor to create and maintain an integrated master schedule (IMS) and integrated master plan (IMP), as well as to provide a dashboard system whereby the agency could access the IMS/IMP and other key information to analyze the contractor's resources, plans and projections. PWS at 32. The contractor's IMS/IMP is thus one of many inputs into its dashboard, and both tools were to be part of vendors' demonstrations. AR, Tab 27, TEP Chairman Declaration, July 2, 2019, at 2; RFQ at 91.

¹¹ CSRA's written quotation repeatedly referred to its GD.Raptor dashboard tool as the means by which the vendor would manage all aspects of contract performance. See, e.g., AR, Tab 10, CSRA Initial Quotation, Vol. I, Technical Approach at 1.1-1, 1.2-33, Vol. II, Management Approach at 2.1-1, 2.1-5.

ease of use, ability to get at all data and to either summarize it, drill down into it, and ability to use tool in a real-time manner to make adjustment or support decision making. It was not possible to understand or visualize how the system would operation, which introduces risk to [the agency].

AR, Tab 13, Initial TEP Report at 31.

The agency thereafter conducted discussions with all vendors. The discussions were accomplished by means of an RFQ amendment (“The purpose of [this] [a]mendment is to . . . [p]rovide discussion letters inclusive of pricing revision, and exclusi[ve] of the content of oral presentations”), AR Tab 7, RFQ, amend. 6, at 1, as well as through the issuance of discussion letters to each vendor which stated as follows:

In accordance with FAR 15.306(d)(3) states [sic] as a minimum, the Contracting Officer must indicate to, or discuss with, each offeror still being considered for award, deficiencies, significant weakness and adverse past performance information to which the offeror has not yet had an opportunity to respond.

1. The following are the significant weaknesses and deficiencies identified in your quotation, inclusive of pricing issues and exclusi[ve] of the content of oral presentations:

AR, Tab 14, ATSI Discussion Letter at 1; Tab 15, CSRA Discussion Letter at 1.

The agency’s discussions with CSRA did not include the significant weakness assigned to the vendor’s quotation regarding the unsuccessful IT dashboard demonstration. See generally AR, Tab 15, CSRA Discussion Letter. Both the RFQ amendment and the discussion letters also established April 22 as the closing date for the submission of vendors’ revised quotations. RFQ amend. 6 at 1; AR, Tab 15, CSRA Discussion Letter at 2.

The agency does not dispute that its discussions with CSRA did not include mention of the significant weakness assigned to the vendor’s technical quotation regarding the unsuccessful GD.Raptor dashboard demonstration. COS/MOL at 17-18. Rather, the agency asserts that CSRA would not have been able to remedy the failed dashboard demonstration even had the matter been the subject of written discussions. Id. at 18; Hearing Transcript (Tr.) at 51.¹² The agency also argues that CSRA’s protest here is untimely, as the amended solicitation expressly stated that oral presentations--which included the dashboard demonstrations--would not be the subject of discussions, and CSRA failed to challenge this alleged solicitation defect by the next closing date. COS/MOL at 18. We agree.

¹² Our Office conducted a hearing in this protest at which the TEP chairman testified regarding CSRA’s oral presentation and the resulting agency evaluation.

The timeliness rules in our Bid Protest Regulations reflect the dual requirements of providing parties with a fair opportunity to present their cases, and resolving protests expeditiously without unduly disrupting or delaying the procurement process. Del-Jen Educ. & Training Group/Fluor Fed. Solutions LLC, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 6; Peacock, Myers & Adams, B-279327, Mar. 24, 1998, 98-1 CPD ¶ 94 at 3-4. Under these rules, a protest based on alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial quotations must be filed before that time.¹³ 4 C.F.R. § 21.2(a)(1). Where alleged improprieties do not exist in the initial solicitation, but subsequently occur (e.g., via an amendment to the solicitation), they generally must be protested not later than the next closing time for receipt of quotations following the incorporation. Id.; see Verizon Wireless, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4.

We conclude that CSRA's protest challenging the conduct of discussions here is untimely and therefore not for consideration by our Office. As a preliminary matter, although couched in terms of a challenge to the adequacy of discussions, CSRA's allegation is actually a challenge to the scope of the agency's discussions. Specifically, the protester is asserting it was improper for the agency not to have included oral presentations in the discussions that were held with all vendors, including CSRA.

Further, as detailed above, the amended solicitation expressly informed vendors that the scope of the agency's discussions would not include the oral presentations: "[t]he purpose of [this] [a]mendment is to . . . [p]rovide discussion letters . . . exclusi[ve] of the content of oral presentations"). RFQ amend. 6 at 1. The agency reiterated same in the discussion letters provided to each vendor, i.e., the discussions would involve identified significant weaknesses and deficiencies in all areas other than the oral presentations. See AR, Tab 15, CSRA Discussion Letter at 1. While CSRA may not have known exactly how its unsuccessful GD.Raptor dashboard demonstration had been evaluated at the time the discussions occurred, we find that it was incumbent upon CSRA to protest the agency's decision to exclude oral presentations from discussions, as established by the terms of the amended solicitation, by the next RFQ closing date.

CSRA does not dispute the amended solicitation and discussion letter stated that oral presentations were excluded from the scope of discussions. Rather, the protester argues that it did not know oral presentations would never become the topic of discussions. Supp. Protest & Comments at 40 ("Nothing in [the discussion letter] foreclosed the possibility that the Agency would include oral presentations in a second discussions letter, in oral discussions, or in a second round of discussions."). We

¹³ Similarly, we have found a protest allegation that challenges the ground rules for the competition (i.e., aspects that apply to all offerors or vendors), to be analogous to a challenge to the terms of a solicitation, thus providing the basis for protest prior to award. Northrop Grumman Info. Tech., Inc., B-400134.10, Aug. 18, 2009, 2009 CPD ¶ 167 at 10; Domain Name Alliance Registry, B-310803.2, Aug. 18, 2008, 2008 CPD ¶ 168 at 7-8.

disagree. RFQ amendment 6 established both the scope of the agency's discussions and the deadline for the submission of revised quotations. Any apparent solicitation defect was required to be filed by this next closing date, see 4 C.F.R. § 21.2(a)(1), and CSRA failed to do so.

We also find CSRA's reliance on our decision in International Waste Indus., B-411338, July 7, 2015, 2015 CPD ¶ 196 at 5, to be misplaced. In International Waste, we concluded that where an agency avails itself of negotiated procurement procedures, such as discussions, the agency should fairly and reasonably treat offerors in the conduct of those procedures. Id. Thus, CSRA argues, once the agency decided to engage in discussions, it committed itself to complying with applicable regulations.¹⁴ Supp. Protest & Comments at 40. Here, however, while stating that discussions would be conducted in accordance with FAR part 15 procedures, the agency simultaneously stated that it was excluding oral presentations from the content of discussions. We therefore find that any challenge to this solicitation provision, or patent ambiguity, was required to be filed before the next closing date. 4 C.F.R. § 21.2(a)(1); Bart & Assocs., Inc., B-407996.5 et al., Jan. 5, 2015, 2015 CPD ¶ 61 at 8 n.10; Simont S.p.A., B-400481, Oct. 1, 2008, 2008 CPD ¶ 179 at 4.

CSRA also argues that vendors are not required to challenge an agency's decision to forego discussions, or to limit the content of discussions, until the agency makes its decision clear. Supp. Protest & Comments at 40, citing Science Applications Int'l Corp., B-413501, B-413501.2, Nov. 9, 2016, 2016 CPD ¶ 328 at 10 n.8. We agree. Here, however, we find the agency made its decision crystal clear--both in the form of the discussion letters and an actual solicitation amendment--that it would limit the content of discussions and exclude oral presentations. In sum, once the amended RFQ clearly defined the scope of the agency's discussions, CSRA could not wait until after award to challenge this alleged solicitation defect. As a result, we dismiss this allegation.

Alleged Unequal and Disparate Evaluation

CSRA next contends the evaluation of vendors' quotations was unequal and disparate. Specifically, the protester argues that in various instances under the technical quotation and management approach subfactors, the agency's evaluation was not even-handed when assigning strengths to ATSI's quotation but not to CSRA's quotation, even though CSRA allegedly proposed similar tools, solutions, and/or approaches. Supp. Protest & Comments at 3-19. We have fully considered all of the protester's arguments and concluded that none provide a basis to sustain the protest. We discuss a few representative examples below.

¹⁴ Specifically, CSRA alleges that pursuant to section 15.306(d)(3) of the FAR, contracting agencies are required to disclose, at a minimum, all significant weaknesses when conducting discussions.

The task order competition here was conducted pursuant to FAR subpart 16.5. The evaluation of quotations in a task order competition, including the determination of the relative merits of quotations, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. Engility Corp., B-413120.3 et al., Feb. 14, 2017, 2017 CPD ¶ 70 at 15; URS Fed. Servs., Inc., B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. Our Office will review evaluation challenges to task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. Engility Corp., supra, at 15-16. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. Id. at 16.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. Arc Aspicio, LLC, et al., B-412612 et al., Apr. 11, 2016, 2016 CPD ¶ 117 at 13. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. 22nd Century Techs., Inc., B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 6; see Sumaria Sys., Inc.; COLSA Corp., B-412961, B-412961.2, July 21, 2016, 2016 CPD ¶ 188 at 10. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors' quotations. Camber Corp., B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8. In our view, CSRA's assertions of disparate treatment are premised on an incorrect "apples and oranges" comparison of the vendors' quotations. See AMTIS-Advantage, LLC, B-411623, B-411623.2, Sept. 16, 2015, 2015 CPD ¶ 360 at 6.

CSRA alleges, for example, that the agency assessed the ATSI quotation a significant strength under the technical quotation subfactor for its proposed ServiceNow (SNOW)/CONNECT solution, but did not assign CSRA a significant strength for its similar solution. Supp. Protest & Comments at 10-11.

The PWS required the contractor to provide both a dashboard tool and an IMS/IMP tool. PWS at 32. ATSI proposed SNOW for its dashboard and CONNECT for its IMS/IMP, while CSRA proposed GD.Raptor for its dashboard and Microsoft Project for its IMS/IMP. AR, Tab 9, ATSI Oral Presentation at 10; Tab 11, CSRA Oral Presentation at 10. The TEP found ATSI's SNOW/CONNECT solution to be a significant strength under the technical quotation subfactor because "[DELETED]." AR, Tab 18, Final TEP Report at 10.

The agency, in response to CSRA's protest, states that both ATSI and CSRA proposed integrated dashboard and IMS/IMP solutions. AR, Tab 29, TEP Chairman Declaration, July 23, 2019, at 2. However, "[t]he significant difference in the two quotation [was] the level of detail provided by ATSI regarding the integrated capabilities, subcontractor

performance monitoring, metrics, standards, task tracking and collaborative use of the IMP/IMS by all of its sub-contractors.”¹⁵ AR, Tab 29, TEP Chairman Declaration, July 23, 2019, at 2. Given the differences in both technical capabilities and level of detailed provided, the TEP found CSRA’s GD.Raptor tool “provided insufficient benefit to the Agency to warrant the assignment of a similar significant strength.” Id. We find the agency’s evaluation to be reasonable and that it did not treat the vendors unequally.

CSRA also alleges, for example, that the agency treated ATSI and CSRA unequally with regard to their respective approaches to “DevSecOps.”¹⁶ The protester maintains the agency assigned two significant strengths to ATSI’s quotation in this area but did not assign a significant strength to CSRA’s substantially similar approach. Supp. Protest & Comments at 7-9.

The agency found both the ATSI and CSRA technical quotations exceeded the PWS’s DevSecOps requirements and assigned strengths. AR, Tab 8, ATSI Quotation, Vol. I, Technical Quotation at 31-33; Tab 10, CSRA Quotation, Vol. I, Technical Approach at 1.2-31 – 1.2-32. Specifically, the TEP found that ATSI’s DevSecOps approach provided significant detail and concrete examples that demonstrated a comprehensive understanding of the agency’s DevSecOps program, and assigned two significant strengths. AR, Tab 18, Final TEP Report at 10; Tab 29, TEP Chairman Declaration, July 23, 2019, at 2. By comparison, the TEP found CSRA’s discussion of DevSecOps included lowering cost and risk, faster delivery cycles, and quality improvements, and assigned it a strength. AR, Tab 18, Final TEP Report at 28; Tab 29, TEP Chairman Declaration, July 23, 2019, at 2.

¹⁵ CSRA argues the declarations of the TEP chairperson are a “re-evaluation” of the vendors’ quotations, and constitute an improper post-hoc justification. Protester Supp. Comments, July 30, 2019, at 2. We disagree. As a preliminary matter, we do not expect an agency’s evaluation report to “prove a negative,” and document why something was not found to be a strength or weakness. See BillSmart Solutions, LLC, B-413272.4, B-413272.5, Oct. 23, 2017, 2017 CPD ¶ 325 at 14 n.19. We also find the declarations provided here to be entirely consistent with the contemporaneous evaluation record, and that the declarations merely provide additional details regarding the evaluators’ previous findings and conclusions. We therefore view the evaluator’s declarations to be post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and not post-hoc rationalizations. Compare NWT, Inc.; PharmChem Labs., Inc., B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158, with Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91.

¹⁶ DevOps is a set of software development practices that combine software development (Dev) and information technology operations (Ops) to shorten the systems development life cycle. DevSecOps is the philosophy of integrating security practices into the DevOps process. AR, Tab 29, TEP Chairman Declaration, July 23, 2019, at 2.

We find CSRA's assertions that it should have received one or more significant strengths--rather than just one ordinary strength--to be without merit. The TEP reasonably evaluated ATSI's DevSecOps approach and found its detail and examples demonstrated a comprehensive understanding of the agency's program. Likewise, the record indicates that the TEP reasonably evaluated CSRA's DevSecOps approach and concluded that it warranted a strength. Contrary to CSRA's assertions, the agency evaluators found that the tools, detail, and approach being proposed by CSRA were not the same as those proposed by ATSI. AR, Tab 29, TEP Chairman Declaration, July 23, 2019, at 2. While the differences between vendors' quotations in this regard are not stark ones, the quotations are not exact, or substantially similar, as CSRA argues.

The protester further contends here that it proposed some of the same tools found in ATSI's quotation. Protester Supp. Comments, July 30, 2019, at 17-18. The agency evaluators, however, did not simply count up the number of different tools a vendor provided, but rather, assessed how a vendor proposed to use the tools to make the agency more efficient. AR, Tab 30, TEP Chairman Declaration, Aug. 5, 2019, at 2-3. The agency found that, unlike CSRA, ATSI demonstrated how its tools would be [DELETED]. Id.; Tab 29, TEP Chairman Declaration, July 23, 2019, at 2. We find the agency's evaluation to be reasonable and not unequal.

CSRA next contends that the agency assigned ATSI a significant strength under the technical quotation subfactor for its use of Tableau, SNOW, and ScienceLogic's SL-1, but failed to similarly credit CSRA for its use of the same tools. Supp. Protest & Comments at 11-12. The agency argues its evaluation was even-handed because the TEP identified clear differences between the vendors' approaches with regard to these IT tools. Supp. COS/MOL, July 23, 2019, at 27.

The TEP, with regard to the network and data center monitoring task, found ATSI's use of SL-1, SNOW, and Tableau "to monitor and report, escalate and measure compliance with performance and other device related metrics" to be a significant strength. AR, Tab 18, Final TEP Report at 9 (citing AR, Tab 8, ATSI Quotation, Vol. I, Technical Quotation, at 8-9).

We find the agency's evaluation here to be reasonable and not disparate. First, while the protester contends the agency "failed to acknowledge that CSRA also proposed to use Tableau, SNOW, and ScienceLogic in its approach," all but one of the references provided by CSRA in support of its assertion concern the vendor's management approach quotation and not its technical approach quotation. Supp. Protest and Comments at 12 (citing AR Tab 17, CSRA Revised Quotation, Vol. II, Management Approach, at 2.1-1, 2.5-2, 2.6-3, B-4). CSRA's attempt to conflate its management quotation with ATSI's technical quotation, however, is inconsistent with the terms of the solicitation, which established that only vendors' technical quotations would be considered under the technical quotation subfactor. RFQ at 89. Further, the TEP found that CSRA's quotation made "passing reference" to these tools, while ATSI's quotation contained "an extended discussion of the use of each of the tools mentioned above." AR, Tab 29, TEP Chairman Declaration, July 23, 2019, at 3. "The TEP was looking not

for a mention of various tools, but rather, the vendor's understanding of them and the usefulness made of them in the overall quotation." Id. In sum, the evaluators reasonably found differences between the two vendors' approaches such that only ATSI's approach warranted the assignment of a significant strength.

Finally, CSRA contends the agency also treated vendors unequally under the management approach subfactor by finding ATSI's use of CONNECT and SNOW tools to be a significant strength but not acknowledging the "very similar advantages" of CSRA's GD.Raptor tool. Supp. Protest & Comments at 19. The agency argues the evaluators found that CSRA's GD.Raptor tool did not in fact possess very similar advantages, and that CSRA's management approach quotation did not clearly explain the various inputs that would feed into its dashboard solution. Supp. COS/MOL, July 23, 2019, at 31.

The TEP identified ATSI's planned use of SNOW/CONNECT "as an automated and integrated approach to managing the people, processes, and technology," to be a significant strength under the management approach subfactor. AR, Tab 18, Final TEP Report at 16. The TEP found that ATSI's quotation provided a thorough description of its SNOW/CONNECT solution, the various inputs that would feed into the solution, and how the tool would be used. Id.; Tab 29, TEP Chairman Declaration, July 23, 2019, at 7. By contrast, the agency evaluators found that CSRA's quotation, even after being revised, did not fully explain how its GD.Raptor solution would work such that it was found to have met, but not exceeded, requirements.¹⁷ AR, Tab 29, TEP Chairman Declaration, July 23, 2019, at 7; Tab 18, Final TEP Report, at 32-34. In sum, we find the agency reasonably concluded the more detailed explanation provided by ATSI regarding its solution supported a high degree of confidence in the awardee's solution, but that the same detail did not exist in CSRA's quotation.

Multiple Counting of ATSI Strengths

CSRA also alleges the agency improperly counted ATSI's strengths multiple times in its evaluation. Specifically, the protester contends that, in three instances, aspects of ATSI's quotation were impermissibly considered to be advantages to the agency more than once. Supp. Protest & Comments at 19-26. We have reviewed each of CSRA's assertions and find no basis on which to sustain the protest. We discuss a few representative examples below.

Where a solicitation contains separate and independent technical evaluation factors encompassing separate subject areas, with each factor assigned separate weights under the solicitation's stated evaluation scheme, an agency may not double count, triple count, or otherwise greatly exaggerate the importance of any one listed factor.

¹⁷ The evaluators also noted that it was unclear how or to what extent CSRA's proposed [DELETED] methodology provided value to the agency or how it would function. AR, Tab 18, Final TEP Report at 32; Tab 29, TEP Chairman Declaration, July 23, 2019, at 7.

Arctic Slope Mission Servs., LLC, B-410992.5, B-410992.6, Jan. 8, 2016, 2016 CPD ¶ 39 at 4. However, where the record shows that multiple strengths reasonably relate to the evaluation factors under which they were assigned, there is nothing inherently wrong with an agency assigning multiple strengths where the same advantage is relevant to multiple evaluation factors. UNICCO Gov't Servs., Inc., B-409111 et al., Jan. 23, 2014, 2014 CPD ¶ 55 at 11 n.6 (an agency may properly consider an element of a proposal under more than one evaluation criterion where the element is relevant and reasonably related to each criterion under which it is considered); All Points Int'l Distributors, Inc., B-402993, B-402993.2, Sept. 3, 2010, 2010 CPD ¶ 209 at 5 (finding that an aspect of an offeror's proposal could reasonably be evaluated under multiple evaluation criteria); Teledyne Brown Eng'g, B-258078, B-258078.2, Dec. 6, 1994, 94-2 CPD ¶ 223 at 4-5 (finding offerors' experience to be a legitimate consideration under multiple evaluation criteria).

CSRA first alleges the agency improperly assigned ATSI three strengths, under multiple technical approach subfactors, for ATSI's commitment to [DELETED] training [DELETED]. The TEP found ATSI's training commitment would assist with staff retention--thereby increasing continuity and reducing risk to the agency--and identified it as a strength under the technical quotation subfactor (both in the written and oral presentation components) as well as under the management approach subfactor.¹⁸ AR, Tab 18, Final TEP Report at 11-12, 14, 17. CSRA argues that "[t]o the extent the TEP believed this [aspect of ATSI's quotation] merited a strength," it should have been counted only once under the management approach subfactor. Supp. Protest & Comments at 21. We disagree.

As a preliminary matter, CSRA does not dispute the agency's finding that this aspect of ATSI's quotation represented a strength--just the number of times it was counted. Further, we find no merit in CSRA's assertion that ATSI's training commitment could not also reasonably be considered as part of the technical quotation subfactor. An agency may properly consider an element of a vendor's quotation under more than one evaluation criterion where the element is relevant and reasonably related to each criterion under which it is considered. UNICCO Gov't Servs., Inc., supra. Here, the technical approach subfactor was very general in description: "[t]he technical quotation shall address and describe the vendor's proposed approach to performing the

¹⁸ As set forth above, the technical quotation subfactor consisted of two components: technical quotation--written, and oral presentations--technical. RFQ at 89, 91. The agency does not dispute that the TEP identified the same feature of a vendor's quotation as a strength under both components when it was both part of a vendor's written technical quotation and oral presentation. Supp. COS/MOL, July 23, 2019, at 31; see Tr. at 80-81. Instead, the agency maintains the evaluators undertook this practice for all vendors equally. Supp. COS/MOL, July 23, 2019, at 31; see, e.g., AR, Tab 18, Final TEP Report at 76-77, 79-80 (aspects of a third vendor's quotation also identified multiple times as strengths when part of both the written and oral portions of the technical quotation).

requirement set forth in the PWS and applicable item descriptions.” RFQ at 89. The agency’s decision to consider personnel training to be part of this general, technical approach subfactor was therefore reasonable.¹⁹

Further, we recognize the TEP assessed two strengths to ATSI’s quotation for its training commitment under the same evaluation criterion, essentially because ATSI proposed it twice--once in its written quotation and a second time in its oral presentation. However, the record reflects the agency applied this unique practice to all vendors equally, and as such, this practice does not provide a basis on which to sustain the protest. To the extent this methodology “double-counted” any aspects of the vendors’ quotations, we can find no prejudice to CSRA. See Kevcon, Inc., B-406024.3, June 18, 2012, 2012 CPD ¶ 221 at 4 n.2.

For example, CSRA alleges the agency improperly assigned ATSI multiple strengths and significant strengths under all technical approach subfactors, for ATSI’s proposed use of the SNOW dashboard tool. The TEP found ATSI’s proposed SNOW solution represented one or more strengths under the technical quotation, management approach, and oral presentation (scenarios) subfactors. AR, Tab 18, Final TEP Report at 10-11, 16, 19. CSRA argues ATSI’s quotation should have been assessed only a single strength (or significant strength) for this aspect of its quotation and only under the management approach subfactor. Supp. Protest & Comments at 25. The agency contends that ATSI’s SNOW solution was reasonably considered to be part of all technical approach subfactors, and that the TEP assigned three strengths to ATSI’s SNOW tool under the technical approach subfactor for three separate reasons. Supp. COS/MOL, July 23, 2019, at 32-33.

On this record, we find the agency’s evaluation to be reasonable. First, the RFQ’s oral presentation (scenarios) subfactor consisted of three scenario-based questions that vendors were to address. RFQ at 90. For example, one scenario stated that “[i]n conjunction with the demonstration of your . . . dashboard, describe how you would utilize this system together with processes, people, and other data or systems to implement an effective [integrated master plan/integrated master schedule]” RFQ attach. 6, Oral Presentation Scenarios at 1. Thus, ATSI’s approach to how its SNOW dashboard tool would be used to manage work tasks and projects was reasonably considered by the agency under the oral presentation (scenarios) subfactor.

We also find the TEP reasonably identified multiple strengths related to ATSI’s SNOW tool under the technical quotation subfactor. A contractor’s dashboard is both a management tool and an operational tool integral to the performance of the PWS requirements. Tr. at 30. Because the RFQ contemplated the assessment of a vendor’s proposed approach to performing the PWS requirements under the technical quotation

¹⁹ In fact, CSRA’s quotation indicated a similar belief that the training of its personnel was part of a comprehensive and fulsome technical approach. AR, Tab 10, CSRA Initial Quotation, Vol. I, Technical Approach, at 1.2-3, 1.2-5, 1.2-38.

subfactor, the agency could reasonably consider a vendor's dashboard under this evaluation criterion.²⁰ RFQ at 89. Further, the record reflects the TEP assigned three strengths to ATSI's SNOW tool for different capabilities that "are able to satisfy a myriad of information technology needs," *i.e.*, SNOW's ability to [DELETED]; SNOW's ability to [DELETED]; and SNOW's utilization as an [DELETED].²¹ AR, Tab 29, TEP Chairman Declaration, July 23, 2019, at 8; see also Tab 18, Final TEP Report at 10-11. In sum, the strengths assigned to ATSI's quotation for its SNOW tool were neither duplicative nor improper.

Moreover, CSRA fails to show that it was prejudiced by the alleged improper counting of ATSI's strengths. Competitive prejudice is an essential element of every viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. See HP Enter. Servs., LLC, B-411205, B-411205.2, June 16, 2015, 2015 CPD ¶ 202 at 6; L&G Tech. Servs., Inc., B-408080.2, Nov. 6, 2013, 2014 CPD ¶ 47 at 6.

Here the record reflects that the additional strengths assigned to ATSI's quotation did not impact the agency's subsequent best-value tradeoff decision. In this regard, the evaluation of quotations and assignment of adjectival ratings should generally not be based upon a simple count of strengths and weaknesses, but on a qualitative assessment of the quotations consistent with the solicitation's evaluation scheme. See National Gov't Servs., Inc., B-412142, Dec. 30, 2015, 2016 CPD ¶ 8 at 15; see also The Boeing Co., B-311344 et al., June 18, 2008, 2008 CPD ¶ 114 at 32 (source selection should generally not be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals). As detailed below, the record reflects the SSA did not merely count the number of strengths assigned to each vendor's quotation, but rather, reasonably considered what those strengths represented when making his best-value tradeoff decision. See AR, Tab 19, SSDD at 32. Quite simply, while CSRA myopically focuses upon the number of strengths assigned to quotations, the SSA did not do so.

Best-Value Tradeoff Decision

Lastly, CSRA challenges the agency's best-value tradeoff determination. The protester contends the SSA's decision was based on an unreasonable evaluation of vendors'

²⁰ Again, CSRA likewise considered the implementation of its dashboard tool, GD.Raptor, to be one of the "significant factors" of its technical quotation. AR, Tab 10, CSRA Initial Quotation, Vol. I, Technical Approach, at 1.1-1.

²¹ The TEP likewise assigned CSRA's technical quotation a strength for its [DELETED]--the only difference being that CSRA proposed a separate tool rather than its dashboard tool to perform the [DELETED] task. AR, Tab 18, Final TEP Report at 28.

quotations and, even assuming the agency's evaluation was reasonable, the selection of ATSI's higher-rated, but higher-priced quotation was improper.

Where, as here, a solicitation provides for issuance of a task order on a "best-value" tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. Engility Corp., *supra*, at 24; Alliant Enter. JV, LLC, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and nonprice factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. Alliant Enter. JV, LLC, *supra*, at 14. The agency's rationale for any price/technical tradeoffs made and the benefits associated with the additional costs must be adequately documented. FAR §§ 16.505(b)(1)(iv)(D), (b)(7)(i); *see* Engility Corp., *supra*. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR § 16.505(b)(7); Engility Corp., *supra*. 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 was reasonably based. Engility Corp., *supra*.

The SSA, when making his best-value award determination, reviewed the evaluation findings as well as the relative importance of the stated evaluation criteria. AR, Tab 19, SSDD at 3-31. The SSA thereafter compared vendors' quotations and identified ATSI's various technical advantages including:

- ATSI's use of SNOW and Tableau tools to monitor, report, escalate, and measure compliance with performance and other device-related metrics;
- ATSI's integration approach, which would [DELETED];
- ATSI's use of ScienceLogic's SL-1, which was indicative of an approach to providing a whole-scale solution that will [DELETED], and would move the agency toward the desired operating expenditure model;
- ATSI's approach towards standardizing [DELETED] across the enterprise, which would reduce [DELETED];
- ATSI's approach to integrate [DELETED], which would add value to the integration and automation of hardware and software information; and
- ATSI's use of [DELETED] will provide the agency complete and up-to-date information about hardware and software assets.

Id. at 32.

The SSA also reviewed the relative merits of the CSRA quotation--*i.e.*, noting both that CSRA's price was 18 percent lower than ATSI's, and CSRA's "high confidence" past performance rating. Id. However, the SSA found that CSRA was only rated as "good" under the technical approach factor because of the failed GD.Raptor dashboard demonstration. Id. The SSA also noted the importance of the dashboard to contract performance: "[t]his day-to-day tool for executing the OE[E]SS program tracks the work and alerts [the agency] to significant risks and priority trade-offs, as well as acts as an

early warning system for issues and concerns for critical projects.” Id. at 33. The SSA concluded that “[f]or the reasons stated above, I have determined that ATSI’s more highly technically rated quotation warrants paying the 18 percent price premium over CSRA’s lower technically rated quotation, and represents the best value to the Government.” Id.

We find that the agency’s source selection decision was reasonable and consistent with the solicitation’s evaluation criteria, and well-documented. As the record demonstrates, the SSA reasonably considered ATSI’s technical advantages as well as what these advantages represented. The SSA also reasonably considered CSRA’s price and past performance advantages, but also CSRA’s lower rating under the most important technical approach factor. The SSA then adequately documented the rationale for this price/technical tradeoff, concluding that the added value and reduced risk of ATSI’s technically superior quotation warranted the associated price premium. Id. at 33.

We have considered all of CSRA’s challenges to the agency’s best-value tradeoff decision, and find no basis on which to sustain the protest.²² We again discuss a few representative examples below.

CSRA argues the SSA erroneously concluded that CSRA provided no discussion of its GD.Raptor dashboard tool when it was allegedly discussed at length by CSRA in its management approach quotation. Supp. Protest & Comments at 46, citing AR, Tab 19, SSDD at 17; Protester Supp. Comments, July 30, 2019, at 33-34. We disagree. As set forth above, the TEP assigned CSRA a significant weakness because the vendor did not successfully demonstrate or discuss its GD.Raptor dashboard during the oral presentation, AR, Tab 18, Final TEP Report at 31, which CSRA does not dispute.²³ In addition, the SSDD reflects that it was CSRA’s lack of discussion about its dashboard tool during the oral presentation, and not CSRA’s quotation generally, to which the SSA referred here. See AR, Tab 19, SSDD at 17. The fact that the SSA did not mention CSRA’s references to its GD.Raptor dashboard within its management approach quotation simply does not support the protester’s assertion the SSA was unfamiliar with the details of CSRA’s quotation when making the best-value tradeoff determination.

²² For example, CSRA argues the best-value tradeoff decision was flawed because it relied on the significant weakness assigned to its quotation regarding the failed GD.Raptor dashboard demonstration. Supp. Protest & Comments at 45. The protester, however, withdrew this protest allegation. CSRA also argues that the SSA’s reliance on the dashboard demonstration significant weakness was improper because the agency failed to raise the issue during discussions. Protester Supp. Comments, July 30, 2019, at 32. As set forth above, however, we find CSRA’s challenge to the scope of the agency’s discussions to be untimely.

²³ There is also no dispute that the record reflects CSRA spent very little time during the oral presentation discussing its GD.Raptor dashboard when it became evident the tool would not function. AR, Tab 12, Oral Presentations, File 3 at 8:55–11:45.

See SAMS El Segundo, LLC, B-291620, B-291620.2, Feb. 3, 2003, 2003 CPD ¶ 44 at 18.

With respect to CSRA's contention that the SSA "apparently confused" the vendor's GD.Raptor dashboard tool--which did not function during the oral presentation--with its IMS/IMP tool, which did function successfully during the oral presentation, we disagree. Supp. Protest & Comments at 45. Specifically, the protester asserts that the SSDD "strongly suggests" the SSA believed CSRA did not demonstrate its IMP/IMS during the oral presentations. Id., citing AR, Tab, 19, SSDD at 17, 33.

We note first that a contractor's IMS/IMP and dashboard are integrally related. The IMS/IMP is one of the many sources of information that "feeds" into the dashboard where it is combined with other inputs (e.g., network infrastructure status, resource management, service level agreements). Tr. at 25-27. The dashboard thus becomes the portal by which the IMS/IMP and other key work planning information can be viewed collectively. The record reflects the SSA was clearly aware that it was CSRA's GD.Raptor dashboard that did not function at the oral presentation demonstration. See AR, Tab 19, SSDD at 16 (CSRA's inability to demonstrate its GD.Raptor dashboard is identified as a significant weakness); at 17 (significant weakness because of the failure of the GD.Raptor dashboard demonstration); at 30 (moderate risk assessment of CSRA's technical quotation is due to a significant weakness identified with failed GD.Raptor demonstration). The language to which CSRA refers indicates the SSA's concerns that the lack of a functioning dashboard would thereby preclude viewing the IMS/IMP, and at no point does the SSA state that CSRA failed to demonstrate its IMS/IMP tool during the oral presentation. See id. at 17, 30.

CSRA also argues that the SSA failed to consider all of CSRA's identified strengths. Supp. Protest & Comments at 47-49. There is no requirement, however, that an SSA restate each of a vendor's strengths or weaknesses when comparing quotations and making an award determination. InfoPro, Inc., B-408642.2, B-408642.3, Dec. 23, 2014, 2015 CPD ¶ 59 at 28 n.36; Lockheed Martin Integrated Sys., Inc., B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 10 n.17. To the extent the SSA mentioned more of ATSI's strengths than CSRA's, it was simply because there were more of them, as well as because it was part of the SSA's rationale for reasonably selecting the higher technically-rated, higher-priced quotation submitted by ATSI.

Lastly, CSRA argues the SSA failed to meaningfully consider price when making his best-value tradeoff decision. Protest at 23-24; Supp. Protest & Comments at 50. We disagree. First, the record reflects the SSA was aware both of the relative importance of the price evaluation criterion as well as CSRA's price advantage. Further, as detailed above, the SSA reasonably considered ATSI's technical advantages and then documented why this technical superiority warranted the additional cost. The protester essentially argues that its lower price should have been given greater weight by the SSA. This amounts to mere disagreement and does not render the agency's award decision unreasonable. Building Operations Support Servs., LLC, B-407711,

B-407711.2, Jan. 28, 2013, 2013 CPD ¶ 56 at 9; Preferred Sys. Solutions, B-291750, Feb. 24, 2003, 2003 CPD ¶ 56 at 5.

The protest is dismissed in part and denied in part.

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