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Decision

Matter of: IBM Corporation

File: B-417664

Date: September 18, 2019

David W. Burgett, Esq., Michael Vernick, Esq., and Adilene Rosales, Esq., Hogan Lovells US LLP, for the protester.

Richard A. Sauber, Esq., Deneen J. Melander, Esq., and Megan D. Browder, Esq., Robbins, Russell, Englert, Orseck, Untereiner & Sauber LLP, for Northrop Grumman Systems Corporation, the intervenor.

David K. Barnes, Esq., Gregory Matherne, Esq., and Holly H. Styles, Esq., Department of the Treasury, for the agency.

Robert T. Wu, Esq., Young H. Cho, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the adequacy of the agency's cost realism evaluation is denied where the record shows that the agency's analysis was reasonable and conducted in accordance with the evaluation criteria stated in the solicitation.
 2. Protest challenging the evaluation of quotations under various non-price/cost factors is denied where the record shows that the evaluation was reasonable and conducted in accordance with the stated evaluation criteria.
 3. Protest that the agency failed to engage in meaningful discussions is denied where the record shows that the agency's discussions with the protester led it into the areas of its quotation requiring amplification or revision, and the agency was not required to discuss certain adverse past performance information with the protester.
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DECISION

IBM Corporation, of Bethesda, Maryland, protests the issuance of a task order to Northrop Grumman Systems Corporation, of Herndon, Virginia, under request for quotations (RFQ) No. 8010 by the Department of the Treasury, Internal Revenue Service (IRS), for information technology (IT) support services. IBM challenges the agency's cost realism evaluation of Northrop Grumman's quotation, and the evaluation of quotations under various non-cost/price factors.

We deny the protest.

BACKGROUND

The Infrastructure Shared Services (ISS) RFQ, issued on October 22, 2018, sought quotations from holders of the General Services Administration's Alliant 2 government-wide acquisition contract to acquire contractor support for all IRS projects integrating onto the IRS IT infrastructure. Agency Report (AR), Tab D.2.1, RFQ, amend. 1, at 1.¹ The RFQ contemplated issuance of a hybrid labor-hour, fixed-price, and cost-plus-fixed-fee task order to provide the required IT support services. Id. Of the six contract line item numbers (CLIN) contemplated under the task order, CLINs 3 and 4 (ISS Core Support)--which represented the vast majority of the work performed--were to be cost-type CLINs.² Id.

Award was to be made on a best-value tradeoff basis, considering cost/price (hereinafter, price) and the following factors listed in descending order of importance: technical solution, small business participation plan, corporate experience, and past performance.³ Id. at 3-4, 11. The non-price factors, when combined, were to be more important than price. Id. Under the stated evaluation scheme, vendors were notified that the government "is more concerned with obtaining superior technical capability than making an award at the lowest priced offer. The importance of price may increase as the difference in technical quotes decreases." Id. at 11.

Quotations were to be evaluated based on total evaluated price, which was to include the base period, all option quantities, option periods, travel, and all other costs or prices, as applicable. Id. at 9. Price was not to be assigned an adjectival rating or score. Id. at 10. The cost CLINs were to be evaluated for both cost reasonableness and realism. Id.

¹ The solicitation was amended once. All citations to the solicitation are to the final version. Additionally, although firms that compete for task orders under indefinite-delivery, indefinite-quantity (IDIQ) contracts are generally referred to as "vendors" who submit "quotations," and are "issued" task orders, the record and the parties' briefing use the terms "offerors," "proposals," and "award" interchangeably with the proper terms. For the sake of consistency, we refer to the firms that competed as vendors who submitted quotations for issuance of a task order.

² The other cost CLIN, CLIN 6 (Travel), is not relevant to the discussion.

³ Under the technical solution factor, quotations could receive one of the following adjectival ratings: excellent, good, satisfactory, marginal or unsatisfactory. RFQ at 5-6. The small business participation plan factor was to be rated on a pass/fail basis. Id. at 6-7. Corporate experience was to be evaluated as excellent, good, satisfactory, or unsatisfactory. Id. at 7. Finally, quotations were to be evaluated under the past performance factor as excellent, good, satisfactory, unsatisfactory, or neutral. Id. at 8-9.

Three quotations were received in response to the solicitation, including those from IBM and Northrop Grumman. AR, Tab F.2, Source Selection Decision Document (SSDD), at 2. After an initial evaluation of quotations, the agency conducted discussions with vendors, and received final revisions to quotations. Id. The relevant evaluation results were as follows:

	Northrop Grumman	IBM
Technical Solution	Good	Good
Small Business Participation Plan	Pass	Pass
Corporate Experience	Excellent	Good
Past Performance	Good	Satisfactory
Total Evaluated Price	\$52,462,533	\$69,027,486

Id. at 2-3. The contracting officer, serving as the source selection authority (SSA), conducted a best-value tradeoff analysis between Northrop Grumman’s and IBM’s quotations. Id. at 8. Ultimately, the SSA concluded that Northrop Grumman “proposed the highest technically rated proposal at the lowest cost to the Government and is therefore found to represent the best value to the Government.” Id.

The agency notified IBM of the award decision, and provided the protester a debriefing. Protest at 4. This protest followed.⁴

DISCUSSION

IBM challenges various aspects of the agency’s evaluation and source selection decision. The protester contends that the agency failed to conduct an adequate cost realism analysis, and improperly ignored the independent government cost estimate (IGCE) and other data in its analysis. The protester also challenges various aspects of the agency’s evaluation of its quotation under the non-price factors and alleges that the agency failed to conduct meaningful discussions. In filing and pursuing this protest, IBM has made arguments that are in addition to, or variations of, those discussed below. While we do not address every issue raised, we have considered all of the protester’s arguments and conclude that none furnishes a basis on which to sustain the protest.⁵

⁴ This protest is within our jurisdiction to hear protests of task orders valued in excess of \$10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B); Booz Allen Hamilton Eng’g Servs., LLC, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 6 n.12.

⁵ For example, IBM argues that the agency failed to properly credit the firm’s extensive corporate experience under the corporate experience factor. Protest at 17-19. The protester also challenges the agency’s evaluation of Northrop Grumman’s quotation under the past performance factor, arguing that the agency failed to consider the

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Cost Realism Evaluation

IBM argues that had the agency performed a proper cost realism analysis, it would have found Northrop Grumman's proposed costs to be unrealistic. Protest at 9. The protester alleges that the evaluators failed to consider that the awardee's cost proposal "would be insufficient to retain incumbent personnel and recruit new personnel," or that it "indicated that Northrop Grumman proposed an underqualified workforce." Id. at 10. IBM also alleges that the agency improperly ignored the IGCE and other historical data in its cost/price analysis. Id.

The agency responds that it "conducted a reasonable cost realism analysis and the [contracting officer] found that the prices offered by all vendors were realistic and reasonable." Memorandum of Law (MOL) at 9. In support of its position, the agency points to, among other things: the evaluation conducted by the technical evaluation team of the awardee's proposed labor mix and labor categories to ensure that the firm would be able to perform the required work; the evaluation conducted by both the cost evaluation team and the contracting officer; and the discussions conducted with Northrop Grumman specifically on the issue of cost realism. Id. at 9-14.

With respect to IBM's contention that the agency improperly ignored the IGCE and other historical data in its cost/price analysis, the agency points to various aspects of the record that refute this contention. Id. at 14-17. Ultimately, the agency contends "that a significant amount of the difference in price between [Northrop Grumman] and IBM can be attributed to the difference in staffing choices made by [the vendors]." Id. at 11. Specifically, the agency points to IBM's reliance on "significantly more subcontractor labor" than the awardee, and notes that IBM's reliance on a particular subcontractor, [DELETED], drove IBM's higher costs. Id.

In reviewing protests challenging an agency's evaluation of quotations in a task order competition, our Office does not reevaluate quotations, but examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. See Trandes Corp., B-411742 et al., Oct. 13, 2015, 2015 CPD ¶ 317 at 6. Task order competitions are subject to the provisions of section 16.505 of the Federal Acquisition Regulation (FAR), which requires agencies to provide awardees of a multiple-award contract a fair opportunity to be considered for each order, but specifically states that "the policies in [FAR] Subpart 15.3 do not apply to the ordering process." FAR § 16.505(b)(1)(ii).

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awardee's cost overruns on the incumbent contract. Id. at 20. We will not sustain a protest where the agency's evaluation is reasonable, and the protester's challenges amount to disagreement with the agency's considered technical judgments regarding the specific elements of an offeror's proposal, which we conclude is the case here. BNL, Inc., B-409450, B-409450.3, May 1, 2014, 2014 CPD ¶138 at 5.

Section 16.505 of the FAR requires agencies to develop placement procedures that will provide each awardee a fair opportunity to be considered for each order, and to include such procedures in the solicitation and the contract. Id.

The RFQ states that the government will evaluate price “to determine if the total overall price is fair and reasonable, reflect[s] a clear understanding of the requirements, and [is] consistent with the Offeror’s technical quote.” RFQ at 10. The solicitation also states that cost CLINs were to be evaluated for both cost reasonableness and realism. Id. Price was also to be evaluated for the “purpose of assessing the risk inherent in the Offeror’s approach.” Id. The RFQ notified vendors that quotes could be found unacceptable or receive a lower evaluation, if they are: (1) unrealistic in terms of either technical or price; (2) indicative of failure to comprehend the complexity and risk associated with the solicitation requirements; (3) reflective of a lack of competence; or (4) indicate an inherent performance or cost risk weakness in the approach. Id.

The record shows that after the evaluation of initial quotations, the technical evaluation team (TET) found that both Northrop Grumman’s and IBM’s proposed labor mix and hours were reasonable for the two cost CLINs. However, the team had concerns that the costs proposed by both vendors for the cost CLINs were significantly less than the IGCE. AR, Tab F.1, Technical Evaluation Report (TER), at 5, 9. The agency conducted discussions, and despite responses from both vendors addressing this element of discussions, the evaluators continued to have concerns that both vendors’ proposed costs were below the IGCE. Id.

With respect to Northrop Grumman, the TET found as follows:

After reviewing the offeror’s revisions to their cost proposal following negotiations, this factor improved somewhat, in that it removed the proposed hours/labor mix for CLIN 1 to propose \$0 ramp up costs. However, the TET is still concerned that the overall prices for CLINs 3 & 4 are significantly less than the IGCE, despite the Offeror’s statements that replacements for [DELETED] resources will be less costly and that they were able to negotiate [DELETED] at lower prices.

Id. at 5.

The record also shows that the agency conducted a cost and price analysis on each vendor’s quotation. See generally AR, Tab F.5, Cost Analysis Report (CAR). The report notes that the cost analysis team (CAT) took “no material exception to [Northrop Grumman’s] proposed costs and therefore we made no adjustments to its proposed costs.” Id. at 11. The record shows that the CAT evaluated Northrop Grumman’s proposed labor rates against data provided by Northrop Grumman, and the firm’s indirect forward pricing rate proposal, to data provided by the Defense Contract Management Agency. Id. at 12-13. In comparing vendor prices to the IGCE, however, the CAT found as follows:

Disparity between the offerors prices and the IGCE may indicate serious misunderstanding between what is being offered and the requirement. Therefore, we recommend [the contracting officer] discuss this issue with the technical panel to ascertain if the IGCE is representative of the technical requirements and the proposals are technically acceptable.

Id. at 16.

The SSA's decision discusses the TET's concern about the cost CLINs in Northrop Grumman's quotation, and notes that in its final revision, the awardee "explains that they were able to find another subcontractor that offers more competitive rates and they were able to propose more [DELETED], to help lower costs." AR, Tab F.2, SSDD, at 4. The SSA observed that both she and the TET expected cost savings due to Northrop Grumman's response, its lower rates under the Alliant 2 contract, and the presence of competition. Id. She also stated that while the TET continued to have concern about the awardee's proposed costs under the cost CLINs, they accepted the hours and labor mix proposed by Northrop Grumman. Id. Finally, the SSA observed that the awardee "did re-confirm their understanding of the ISS requirements (as they are currently performing the work at an above satisfactory level) and they also re-confirmed their proposed pricing." Id.

As part of her cost realism analysis, the SSA acknowledged the "primary issue" of the difference between proposed costs for all vendors and the IGCE, and, as a result, conducted and documented her own independent realism analysis of the cost CLINs for all quotations. Id. at 8-10. The SSA stated that she "independently reviewed the proposed quantity of labor resources, type of labor mix and the hours proposed for each offeror." Id. at 9. With respect to Northrop Grumman's quotation, the SSA found that the firm "offered the most amount of resources (both prime and subcontractor) and a good blend of Senior/Junior/SME [subject matter expert] level labor categories. This is deemed acceptable." Id.

In response to the agency report, IBM argues that "[t]here is no indication that the Agency meaningfully addressed or even attempted to address any of the TET's and cost/price evaluators' concerns." Protester's Comments at 3. The protester argues that the contracting officer's conclusions contradict the concerns raised by the evaluators. Id. According to the protester, had the agency conducted a proper analysis, it would have found that Northrop Grumman's probable costs were far higher than its "buy-in price." Id. We are provided no basis to question the evaluation.

As discussed above, while the TET and the cost evaluators expressed concerns over each vendor's cost proposals related to the cost CLINs, the SSA acknowledged these concerns, conducted an independent analysis, and ultimately found both Northrop Grumman's and IBM's proposed costs to be realistic. Our decisions explain that source selection officials may reasonably disagree with the ratings and recommendations of evaluators, provided that their independent judgments are reasonable, consistent with

the stated evaluation scheme, and adequately documented. See, e.g., Nova Builders, B-402091 et al., Jan. 19, 2010, 2010 CPD ¶ 33 at 10.

Here, the SSDD adequately explains the SSA's rationale for resolving the concerns expressed by the evaluators, and determined that both Northrop Grumman's and IBM's proposed costs were realistic. Moreover, the record shows that, contrary to the protester's argument, the agency (1) did consider the most probable cost of each vendors' cost proposals; (2) determined that the costs were realistic; and (3) decided not to make adjustments to either vendor's cost proposal. See AR, Tab F.1, TER, at 5; Tab F.2, SSDD, at 8-9; Tab F.5, CAR, at 11. As the protester's allegation is not supported by the record, we deny this ground of protest.

Technical Evaluation

IBM challenges the assignment of a weakness to the firm's quotation under the technical solution factor for failing to provide specifics about how it would staff the requirements that its main subcontractor, [DELETED], would not be covering, and how the firm "plans to deploy its non-[DELETED] subcontractors." Protest at 14; AR, Tab F.1, TER, at 7. The protester argues that the weakness was unreasonable because it addressed the agency's concern in its initial quotation and during discussions. Protest at 14. IBM also argues that the weakness reflects application of unstated evaluation criteria because the agency "is apparently faulting IBM for not identifying specific individuals, their positions, and their qualifications and for not detailing the tasks non-[DELETED] subcontractors would fulfill on a daily basis." Id. at 17.⁶

The agency argues that the weakness was reasonable because IBM's quotation lacked clarity regarding what work would be performed by which subcontractors. MOL at 18. The agency responds that "IBM's attempt to refute this weakness . . . demonstrates that IBM did not address the Agency's concern" because these sections of IBM's quotation "demonstrate only in broad strokes which work would be performed by non-IBM/[DELETED] personnel." Id. at 18-19. The agency asserts that the requirement to provide details about how each subcontractor would perform on the contract was an

⁶ IBM points to various aspects of its quotation to support its position. Id. at 15-16. The protester asserts that it "thoroughly described its staffing approach" by, for example, explaining "that its combined pool of IBM/[DELETED] personnel includes more than 350 highly qualified personnel," that "IBM would utilize IBM personnel staffed on other contracts to provide surge support," and that it provided resumes for specific non-[DELETED] key personnel. Id. at 15. The protester also points to an image in its quotation showing use of a resource request form, which was available to its subcontractors as part of the staffing process, and points out that "IBM explained that its non-[DELETED] subcontractors ([DELETED]) 'will focus on O&M tasks including Change Management, Performance, Capacity, and Customer Support Services.'" Id. at 15-16.

explicit requirement of the solicitation, and not an unstated evaluation criterion. Id. at 18. We agree with the agency.

In reviewing a protest challenging an agency's evaluation, our Office will neither reevaluate quotations, nor substitute our judgment for that of the agency, as the evaluation of quotations is a matter within the agency's discretion. See 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 with applicable procurement statutes and regulations. Id.

The technical solution factor states, in relevant part:

If the Offeror proposes subcontractor and/or teaming arrangements, the management approach shall explain to what extent subcontractor and/or team members will be involved in the performance of the proposed tasks, identify the functional area for which they will be responsible, and describe how the Offeror will manage the subcontractor and/or team member participation.

RFQ at 4-5. The plain language of this evaluation factor required vendors to explain the extent of involvement a subcontractor would have in the performance of proposed tasks, and to identify the functional area for which the subcontractor would be responsible. Id. The requirements of this section can only be reasonably read to apply to individual subcontractor roles in the performance of the task order.⁷

A review of IBM's quotation, including the relevant portions cited in the protest, reveals that the protester did not discuss in any detail non-[DELETED] subcontractor involvement in the performance of tasks or functional areas. See generally AR, Tab E.4.1, IBM Technical Volume. In fact, much of IBM's quotation is written in the context of work performed by "Team IBM/[DELETED]" without differentiation of roles between IBM, as the prime contractor, and subcontractors. Id. The only mention of non-[DELETED] subcontractors in IBM's technical volume are the table of contents, letters of commitment, and a list of labor categories to be subcontracted found in the small business participation plan section of the quotation. Id.

During discussions, the agency identified the following concern to IBM:

⁷ Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. Alluviam LLC, B-297280, Dec. 15, 2005, 2005 CPD ¶ 223 at 2.

The offeror speaks exhaustively of the benefits of [DELETED] as a partner, even though the ISS program knows well of [DELETED]'s value and capabilities. The offer lacks specifics as to how the offeror will staff the requirements that [DELETED] does not cover; provide additional information as to how it plans to deploy its non-[DELETED] subcontractors.

AR, Tab F.3, Discussion Sheet, at 1.

IBM responded to the agency's discussion topic by explaining that "IBM has long standing relationships with our non-[DELETED] subcontractors. We have experience working with these vendors to identify and staff many programs." AR, Tab E.6.1, IBM Response to Request for Negotiation Items, at 2. The protester further explains, for example, that its "approach uses Non-[DELETED] subcontractors to provide cost-effective support for O&M [operations and maintenance] tasks. . . . [O]ur non-[DELETED] contractors . . . will focus on O&M tasks." *Id.* As the evaluation factor is reasonably read to require details on the involvement of subcontractors, and the record supports the conclusion reached by the evaluators, we are provided no basis to question the agency's evaluation.⁸

Discussions

IBM argues that discussions were not meaningful in two respects. First, according to the protester, the agency assigned the weakness under the technical solution factor, discussed above, for failing to provide a specific type of additional information that was not identified in discussions. Protester's Comments at 6. Second, IBM argues that discussions were not meaningful because the agency failed to provide IBM an opportunity to address adverse past performance information.⁹ Protest at 19-20.

⁸ IBM's also alleges that the agency evaluated quotations disparately in this area. Protest at 17; Protester's Comments at 8-9. The protester argues that the agency waived for Northrop Grumman the requirement to explain the extent to which subcontractors would be involved in performance of the contract. Protester's Comments at 9. The agency explains that "there are meaningful distinctions between the way in which IBM and [Northrop Grumman] explained their subcontracting plan." Supp. MOL at 2. We agree. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in rating did not stem from differences between the offerors' proposals. See Northrop Grumman Sys. Corp., B-406411, B-406411.2, May 25, 2012, 2012 CPD ¶ 164 at 8. Our review of the record supports the agency's position, as Northrop Grumman's quotation conveyed more information about their subcontractors than did IBM's quotation. As such, we are provided no basis to conclude that the agency evaluated quotations disparately.

⁹ The RFQ does not use the term "discussions," and instead discusses communications between the government and vendors as follows:

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While FAR § 16.505 does not establish specific requirements for discussions in a task order competition, we have found that exchanges in that context must be fair and not misleading. CGI Fed. Inc., B-403570 et al., Nov. 5, 2010, 2011 CPD ¶ 32 at 9. Moreover, where an agency conducts a task order competition as a negotiated procurement, our analysis regarding fairness will, in large part, reflect the standards applicable to negotiated procurements. See, e.g., Technatomy Corp., B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 5. Part 15 of the FAR requires that discussions be “meaningful,” that is, sufficiently detailed so as to lead an offeror into the areas of its proposal requiring amplification or revision in a manner to materially enhance the offeror’s potential for receiving the award. FAR § 15.306(d); Bank of Am., B-287608, B-287608.2, July 26, 2001, 2001 CPD ¶ 137 at 10-11. The FAR also requires that discussions, when held, must address “[a]t a minimum . . . deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond.” FAR § 15.306(d)(3).

With respect to the first allegation--that the agency assigned a weakness based on additional information that was not identified during discussions--the record shows that the agency notified IBM that the firm should provide additional information about the roles of its non-[DELETED] subcontractors; information that we found was reasonably contemplated by the terms of the solicitation. We conclude that this notification sufficiently led the protester into the area of its quotation that the agency reasonably believed required amplification or revision. See Bank of Am., supra. As such, we are provided no basis to question the adequacy of the discussions in light of the protester’s allegation.

On the second issue, IBM argues that the requirement to discuss adverse past performance, which is applicable to negotiated procurements conducted under FAR part 15, should also be found to be applicable here. Protest at 19. The agency acknowledges that it did not provide IBM an opportunity to respond to the past performance information, but argues that “IBM has not provided any information to suggest that its competitive standing would have changed if the company had been given an opportunity to respond to the negative past performance information.” MOL at 25. In other words, the agency contends that even if it failed to discuss the

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The Government intends to make award without further communicating with contractors. Consequently, contractors are highly encouraged to quote their best technical and pricing quotes in their initial submissions. However, the Government reserves the right to communicate with any or all Contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so.

RFQ at 11.

information with IBM, the protester cannot show a reasonable possibility of competitive prejudice. See id.

As discussed, the regulations concerning discussions under FAR part 15, do not, as a general rule govern task and delivery order competitions conducted under FAR part 16, such as the procurement here. See NCI Info. Sys. Inc., B-405589, Nov. 23, 2011, 2011 CPD ¶ 269 at 6. In the context of procurements conducted under FAR part 16, we review the record to ensure that exchanges are fair and not misleading. CGI Fed. Inc., supra. Thus, prior to addressing any issues of prejudice, we must first consider whether incorporation of the FAR part 15 requirement that the agency must discuss adverse past performance information to which the offeror has not yet had an opportunity to respond, is required as a matter of fairness. FAR § 15.306(d)(3). We conclude that, on these facts, the agency was not required to address the disputed information with the protester in order for the discussion to be meaningful.

The record shows that IBM received a satisfactory rating under the past performance factor, based on two assigned strengths and one offsetting weakness. AR, Tab F.1, TER, at 8-9. The weakness stemmed from information received on one of three past performance questionnaires, which indicated such things as IBM was [DELETED], and that the firm was [DELETED]. Id. The record also confirms that IBM did not have prior notice of the information contained within the past performance questionnaire. Id.

Under the stated evaluation scheme, a satisfactory rating was defined as, “[r]elevant or highly relevant past performance record involving contracts of similar size, scope, and complexity to the solicitation requirements. Performance meets contractual requirements.” RFQ at 8. A satisfactory rating involves contractual performance that contains “some minor problems for which proposed corrective actions taken by the contractor appear satisfactory,” which indicates “at most an acceptable amount of risk to successful contract performance.” Id.

Thus, under the stated evaluation scheme, the adverse information of which IBM complains was viewed by the agency as, at worst, correctable “minor problems.” In fact, IBM acknowledges, “[e]ven if taken at face value, some of the cited ‘criticisms’ do not even reflect poorly on IBM’s ability to perform the ISS contract.” Protester’s Comments at 13. In this context, the nature of the information does not rise to the level of significance such that the agency’s failure to notify IBM of it during discussions was unfair. As such, we conclude that discussions were meaningful.

Having resolved the various protest grounds alleged by IBM, and finding the agency’s evaluation to be reasonable, we are provided no basis to question the SSA’s best-value tradeoff and decision to award the task order to Northrop Grumman.

The protest is denied.

Thomas H. Armstrong
General Counsel

