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Decision

Matter of: CACI, Inc.-Federal

File: B-418110.3; B-418110.4; B-418110.5

Date: May 22, 2020

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Major Michael C. Ahl, Max D. Houtz, Esq., Gregory A. Moritz, Esq., and Major Christopher M. Kovach, Defense Intelligence Agency, for the agency.

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DIGEST

1. Protest alleging that awardee’s technical proposal violated the solicitation’s proposal preparation instructions is denied where the agency reasonably determined that the proposal complied with page limitation and font size requirements.
2. Protest alleging the agency's evaluation of technical proposals was disparate is denied where the protester’s “unequal treatment” assertions are not supported by the record.
3. Protest challenging the agency’s evaluation of protester’s technical proposal is denied where the protester fails to demonstrate that it suffered any competitive prejudice from the alleged error.
4. Protest challenging the agency’s best-value tradeoff determination is denied where the decision was reasonable, consistent with the stated evaluation criteria, and adequately documented as to why the awardee’s proposal represented the overall best value to the government.

DECISION

CACI, Inc.-Federal, of Arlington, Virginia protests the award of a contract to The Buffalo Group (TBG), of Reston, Virginia, under request for proposals (RFP) No. HHM402-19-R-0012, issued by the Defense Intelligence Agency (DIA) for intelligence support services for the United States Central Command (USCENTCOM), Directorate of Intelligence, MacDill Air Force Base, Tampa Bay, Florida. CACI contends that the evaluation of proposals and award decision were improper.

We deny the protest.

BACKGROUND

The USCENTCOM is one of the unified combatant commands within the Department of Defense, and its area of responsibility includes the Middle East and Central Asia. See <https://www.centcom.mil/ABOUT-US/> (last visited May 18, 2020). The USCENTCOM Directorate of Intelligence (J2) provides the Command with tailored intelligence needed for joint planning, operations, and assessments; the J2 also serves as the Command's authoritative source for intelligence expertise, skills, and comprehensive knowledge on a wide variety of topics concerning area-of-responsibility countries. Agency Report (AR), Tab 7.1, RFP amend. 4, Performance Work Statement (PWS) §§ 1.1, 1.2. The purpose of the procurement here is to provide consolidated intelligence analysis and support to the USCENTCOM J2. *Id.*, § 1.3.

The RFP was issued on April 9, 2019, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15. AR, Tab 3.1, RFP at 1; Contracting Officer's Statement (COS) at 1.¹ The solicitation contemplated the award of a time-and-materials type contract for a 9-month base period with four 1-year options. PWS § 1.6; COS at 2. In general terms, the contractor was to provide qualified personnel to successfully perform the PWS's intelligence support requirements in all specified areas. PWS § 1.3.

The RFP established that contract award would be made on a best-value tradeoff basis, and involved five evaluation factors: security, technical/management approach, past performance, price, and small business participation commitment (small business). AR, Tab 4.1, RFP amend. 1 § M.1.2. The technical/management approach factor consisted of two "sub-paragraphs" in descending order of importance: technical approach, and management approach. *Id.* The security factor was to be assessed on a "pass/fail" basis, and small business participation commitment was to be assessed as either acceptable or unacceptable. Among the remaining evaluation factors, technical/management approach was significantly more important than past performance and

¹ The solicitation was subsequently amended four times. All citations are to the final version of the solicitation. Additionally, citations to the record are to the numbered PDF pages provided by the agency in its report, unless otherwise noted.

these two non-price factors, when combined, were significantly more important than price.² *Id.*

With respect to price, the RFP provided specific labor categories and labor amounts for each contract performance period. AR, Tab 4.2, RFP amend. 1, Pricing Template. The RFP also specified the minimum qualifications for each labor category. AR, Tab 4.3, RFP amend. 1, Labor Category Descriptions. In total, offerors were required to propose fully burdened labor rates for 366 “full-time equivalent” (FTE) positions. RFP amend. 1, Pricing Template; PWS § 1.5.

Eleven offerors, including TBG and CACI, submitted proposals by the June 10 closing date. An agency source selection evaluation board (SSEB) evaluated proposals using various adjectival ratings schemes that were set forth in the solicitation as follows: outstanding, good, acceptable, marginal, or unacceptable for the technical/management approach factor; and substantial confidence, satisfactory confidence, limited confidence, no confidence, and neutral for the past performance factor. Prices were evaluated for reasonableness. RFP amend. 1 § M.2.6.3. On September 25, after completing its evaluation, DIA awarded the contract to TBG. COS at 2.

CACI filed a protest with our Office on October 7, challenging the award to TBG. On October 29, the agency notified our Office that it intended to take corrective action by reevaluating proposals and making a new award decision. We dismissed CACI’s protest as academic on October 31. *CACI, Inc.-Fed.*, B-418110, Oct. 31, 2019 (unpublished decision).

On January 24, 2020, the SSEB completed its reevaluation, with the final evaluation ratings and prices of the TBG and CACI proposals as follows:

	TBG	CACI
Security	Pass	Pass
Technical/Management Approach³	Outstanding	Acceptable
Past Performance	Satisfactory Confidence	Substantial Confidence
Price	\$301,029,226	\$306,340,383
Small Business Participation Commitment	Acceptable	Acceptable

² The RFP also established that any best-value tradeoff determination would not involve the security and small business evaluation factors, and was limited to the technical/management approach, past performance, and price factors. *Id.*

³ The RFP established that, although of different relative importance, the technical approach and management approach sub-paragraphs would not receive separate ratings. RFP amend. 1 § M.2.3.1.

AR, Tab 9.3, Source Selection Decision Document (SSDD) at 5.

The agency evaluators also identified strengths and weaknesses in the proposals in support of the ratings assigned. For example, under the technical/management approach factor, the SSEB found 1 significant strength and 16 strengths in TBG's proposal, and 6 strengths and 2 weaknesses in CACI's proposal. AR, Tab 8.1, SSEB Evaluation Report of CACI at 2; Tab 8.2, SSEB Evaluation Report of TBG at 2.

On January 30, the agency source selection authority (SSA) conducted a detailed comparative assessment of the proposals. AR, Tab 9.3, SSDD at 1-69. Relevant to the protest here, the SSA found that TBG was "significantly superior" to CACI under the technical/management approach factor, while CACI was "moderately superior" to TBG under the past performance factor. *Id.* at 31-33. The SSA thereafter concluded that TBG's technical superiority, and lower price, outweighed CACI's past performance advantage, and that TBG's proposal represented the overall best value to the government. *Id.* at 33, 69.

On January 31, DIA provided CACI with notice of contract award to TBG. CACI received a debriefing from the agency which concluded on February 13, and filed this protest on February 18.

DISCUSSION

CACI challenges the evaluation of proposals under the technical/management approach factor. CACI also asserts the agency's best-value tradeoff determination was flawed. Had DIA performed a proper evaluation and/or award determination, CACI argues, it would have been selected for award. Although we do not address every argument raised by the protester, we have considered them all and find no basis on which to sustain the protest.

Technical/Management Approach Evaluation

CACI raises various challenges to the evaluation of proposals under the technical/management approach factor. Specifically, the protester alleges that: (1) TBG failed to comply with the proposal preparation instructions and circumvented the RFP's page limitation; (2) the agency engaged in unequal treatment when evaluating the TBG and CACI proposals; and (3) the two weaknesses assigned to CACI's technical/management approach were improper. As discussed below, we find that CACI's arguments are without merit, or fail to establish competitive prejudice.

In reviewing a protest challenging the agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency regarding a proposal's relative merits, as the evaluation of proposals is a matter within the agency's discretion. *Peraton, Inc.*, B-417088, B-417088.2, Feb. 6, 2019, 2019 CPD ¶ 190 at 5; *Del-Jen Educ. & Training Group/Fluor Fed. Solutions LLC*, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 8. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria

and applicable procurement statutes and regulations, and adequately documented. *Management Sys. Int'l, Inc.*, B-409415, B-409415.2, Apr. 2, 2014, 2014 CPD ¶ 117 at 5; *Shumaker Trucking & Excavating Contractors, Inc.*, B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. A protester's disagreement with the agency's evaluation judgments, without more, is insufficient to establish that an evaluation was improper or lacked a reasonable basis. *Lanmark Tech., Inc.*, B-408892, Dec. 19, 2013, 2013 CPD ¶ 295 at 5.

Proposal Formatting Requirements

CACI challenges the agency's evaluation of TBG's technical/management approach proposal. The protester alleges that TBG violated the solicitation's formatting requirements by manipulating both the proposal's font size and line spacing, such that the agency should have disqualified TBG. Comments and Supp. Protest, Apr. 16, 2020, at 3-6.

The RFP here provided detailed proposal preparation instructions. With regard to the technical/management approach proposal, the solicitation established, among other things: (1) a 45-page limitation, inclusive of all "charts, graphs, drawings, diagrams, supporting illustrations, spreadsheets, etc.;" (2) the use of 8.5 x 11 inch paper; (3) margins no smaller than 1 inch; and (4) print "no smaller than a Times New Roman, font size of 12." RFP amend. 4 §§ L.2.1, L.2.3.2, L.2.3.3. Additionally,

Tables, charts, graphs, diagrams and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 8.5 x 11 inches. . . . For tables, charts, graphs and figures, the text shall be Times New Roman, no smaller than 10 point. . . .

RFP amend. 4 § L.2.3.2 (emphasis added).

CACI alleges that TBG circumvented the RFP's page restriction by failing to observe the limitation on the use of "figures," which allowed for a smaller font size but were not to be used for a proposal's general narrative--CACI does not dispute the legibility of TBG's figures.⁴ Comments and Supp. Protest, Apr. 16, 2020, at 4. CACI elaborates that TBG's proposal allegedly "included single-column 'figures' comprised of narrative text whose formatting serves no other purpose than to sidestep the Solicitation's font limitations." *Id.* CACI also asserts that TBG's improper inclusion of tables and charts with reduced font sizes thereby "flout[ed]" the 45-page limitation by increasing the amount of material that can be included within that limitation. *Id.*

⁴ The record reflects that TBG, as well as CACI, identified all tables, charts, graphs, and diagrams within its proposal as "figures." See AR, Tab 13.1, TBG Proposal, Vol. II, Technical/Management Approach Proposal at 19; Tab 12.1, CACI Proposal, Vol. II, Technical/Management Proposal at 2-3.

The agency argues that TBG's proposal conformed to the RFP's formatting requirements, which encouraged offerors to use "[t]ables, charts, graphs, diagrams and figures . . . wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc.," and which essentially did not limit the content that could be included in these materials. Supp. Memorandum of Law (MOL), Apr. 21, 2020, at 2-3, *citing* RFP amend. 4 § L.2.3.2. The agency further maintains that an offeror's "plans" could consist of narrative text, and that CACI's proposal also employed the same technique of using "figures" (*i.e.*, tables) comprised solely of narrative text. *Id.* at 3.

Agencies are required to evaluate proposals consistently, and in accordance with a solicitation's instructions, including any instructions relating to a proposal's format and page limitations. See *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, 2019 CPD ¶ 181 at 7. As a general matter, firms competing for government contracts must prepare their submissions in a manner consistent with the format limitations established by the agency's solicitation, including any applicable page limits. *IBM U.S. Fed., a div. of IBM Corp.; Presidio Networked Sols., Inc.*, B-409806 *et al.*, Aug. 15, 2014, 2014 CPD ¶ 241 at 12. Consideration of submissions that exceed established page limitations is improper in that it provides an unfair competitive advantage to a competitor that fails to adhere to the stated requirements. *Id.* at 12-13. However, we will not sustain a protest based on complaints regarding the content of such tables, graphs, or charts, where a solicitation (1) establishes font size requirements; (2) provides an exception to those requirements for tables, graphs and charts; and (3) does not limit the content that may be included in those excepted portions of an offeror's technical submission, *Metropolitan Interpreters & Translators, Inc.*, *supra* at 7-8; *DKW Commc'ns, Inc.*, B-412652.3, B-412652.6, May 2, 2016, 2016 CPD ¶ 143 at 4.

Here, the essence of CACI's argument is that certain "figures" in TBG's proposal (which employed the smaller 10-point font) contained extensive narrative text that should have instead been subject to the solicitation's 12-point font size limitation. We have reviewed the disputed portions of TBG's proposal; these portions, consist of single-column or two-column tables, comprised of sentences (complete and incomplete) and/or bulleted text, setting forth the offeror's methods and plans for performance of the contract. AR, Tab 13.1, TBG Proposal, Vol. II, Technical/ Management Approach Proposal at 19, 24, 28-29, 42-43, 45-46, 51-52.

As noted above, the RFP instructed offerors to use "[t]ables, charts, graphs, diagrams and figures . . . wherever practical to depict [its] organizations, systems and layout, implementation schedules, [and] plans" The RFP contained no limitation, as the protester suggests, that these materials could not include narrative text. Moreover, the record reflects that CACI's proposal also employed tables and charts comprised extensively of narrative text. AR, Tab 12.1, CACI Proposal, Vol. II, Technical/ Management Approach Proposal, at 28, 31-34. On this record, we cannot conclude that the agency was unreasonable in concluding that TBG's proposal complies with the solicitation's page limit and font size requirements. CACI's protest regarding this matter is denied.

CACI also argues that TBG's proposal violated the solicitation's formatting requirements by "artificially reducing" the spacing between lines of text. While acknowledging that the "solicitation does not directly address the spacing between lines," CACI maintains the RFP "implicitly required standard, single-line spacing for a 12-point font." Comments and Supp. Protest, Apr. 16, 2020, at 6. CACI also contends that TBG's decision to reduce its line spacing provided TBG with an unfair competitive advantage. *Id.* The agency responds that TBG did not violate the terms of the solicitation because the solicitation did not impose spacing requirements between lines, paragraphs, or sentences. Supp. MOL, Apr. 21, 2010, at 4; Supp. COS, Apr. 21, 2020, at 3. We agree.

As set forth above, the RFP contained detailed proposal formatting instructions (*e.g.*, font style and size, margin widths, page limitations, etc.). However, as the protester itself recognizes, the solicitation did not include a line-spacing limitation. *Cf. DKW Commc'ns, Inc., supra* (finding the awardee's quotation materially noncompliant when it did not abide by the solicitation's stated instruction for "single-spacing" of lines of text). TBG's use of compressed line spacing in its technical/management approach proposal therefore violated no solicitation requirement, and the agency's determination that TBG's proposal complied with the RFP's stated instructions was reasonable.

We also find no merit to CACI's argument that the RFP's instructions contained an implicit (*i.e.*, unstated) requirement for standard, single-line spacing of proposals, as CACI fails to show that DIA's interpretation of the solicitation--that no line-spacing requirements existed--was an unreasonable one. *Air Center Helicopters, Inc.*, B-412789 *et al.*, June 2, 2016, 2016 CPD ¶ 157 at 5; *TransAtlantic Lines, LLC*, B-411242, B-411242.2, June 23, 2015, 2015 CPD ¶ 204 at 7. Lastly, we disagree with CACI's assertion that TBG's decision to employ compressed line spacing--which violated no solicitation requirement--provided the awardee with an unfair competitive advantage. The use of compressed line spacing was available to all offerors, and the fact that TBG employed this technique, while CACI did not, did not create an unfair competitive advantage. As such, we find no basis on which to sustain the protest.

Alleged Unequal Treatment

CACI next contends the agency engaged in unequal treatment when evaluating the TBG and CACI proposals. Specifically, the protester alleges that, in various instances, the agency assigned strengths to TBG's proposal but ignored the fact that nearly identical attributes and language also existed in CACI's proposal. Comments and Supp. Protest, Apr. 1, 2020, at 3-16; Comments and Supp. Protest, Apr. 16, 2020, at 6-30.

It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218; *Rockwell Elec. Commerce Corp.*, B-286201 *et al.*, Dec. 14, 2000, 2001 CPD ¶ 65 at 5. 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. *Raytheon Co., Space & Airborne Sys.*, B-411631, Sept. 16, 2015, 2015 CPD ¶ 361 at 8.

As set forth above, the technical/management approach factor consisted of two sub-paragraphs: technical approach and management approach. The technical approach sub-paragraph was comprised of three evaluation elements: (1) the proposed approach for meeting the PWS performance requirements; (2) the approach to performing a "change in mission" scenario (referred to as Scenario 1); and (3) an ongoing/continuous training program. RFP amend. 1 § M.2.3.2. The SSEB, as part of its evaluation of TBG's technical/management approach proposal, identified one significant strength and six strengths regarding performance of the PWS requirements; six strengths regarding Scenario 1; one strength regarding ongoing/continuous training program; and three strengths regarding the awardee's management approach. AR, Tab 8.2, SSEB Evaluation Report of TBG at 2-16.

CACI argues that, in certain instances, it proposed "similar concepts" and "nearly identical language" to TBG's proposal but was treated differently in the evaluation. Comments and Supp. Protest, Apr. 1, 2020, at 3. The agency responds that it treated offerors equally, and to the extent the evaluators reached different outcomes, it was because the proposals were not the same. Supp. MOL, Apr. 9, 2020, at 3-6.

In our view, CACI's disparate treatment argument is premised on an improper "apples and oranges" comparison of the offerors' proposals and not unequal treatment. *AMTIS -Advantage, LLC*, B-411623, B-411623.2, Sept. 16, 2015, 2015 CPD ¶ 360 at 6. The record simply does not indicate that TBG and CACI proposed the same features and were given different ratings. Rather, our review indicates that the offerors proposed different features and reasonably received different evaluation ratings from the agency.

For example, with regard to the performance of PWS requirements, TBG proposed the use of [DELETED]. AR, Tab 13.1, TBG Proposal, Vol. II, Technical/Management Approach Proposal at 20. TBG also elaborated that its [DELETED] solution was grounded in lessons learned, best practices, and operational insights from providing dynamic intelligence support to various intelligence community customers, in both stateside and overseas locations and "24/7/365 environments." *Id.*

The SSEB found that TBG's [DELETED] represented a significant strength towards meeting all PWS performance requirements. AR, Tab 8.2, SSEB Evaluation Report of TBG at 3. As explained by one of the agency's evaluators, "[DELETED] [US]CENTCOM J2 organization. . . ." ⁵ AR, Tab 2.4, SSEB Declaration, Apr. 8, 2020,

⁵ In support of its position that there was not disparate treatment, DIA submitted the declaration of an SSEB member. While CACI argues that our Office should give little or no weight to what it terms a *post-hoc* rationalization, we find the statement here to be consistent with the contemporaneous evaluation record and note that it provides additional details regarding the SSEB's previous findings and conclusions. We therefore view the statement to be a post-protest explanation of contemporaneous

(continued...)

at 12-13. The SSEB then concluded that TBG's [DELETED] "is an aspect of the proposal that will be appreciably advantageous to the Government during contract performance because it is a comprehensive approach to bolster the Offeror's people, plans, processes, and products to enhance performance across all PWS requirements and deliverables to meet [US]CENTCOM J2's customer needs." AR, Tab 8.2, SSEB Evaluation Report of TBG at 3.

CACI argues that its proposal employed "eerily similar" language ("We apply specific people, processes, tools, [and] deliverables . . .") to that which the SSEB highlighted in TBG's proposal and upon which the agency assigned TBG a significant strength. Comments and Supp. Protest, Apr. 1, 2020, at 15, *citing* AR, Tab 12.1, CACI Proposal, Vol. II, Technical/Management Approach Proposal at 13. We disagree. First, contrary to CACI's misplaced focus on specific verbiage, the record reflects that it was TBG's proposed use of an [DELETED] upon which the agency evaluators assigned a significant strength. Further, the SSEB reasonably determined that CACI's proposal "does not include a detailed approach similar to [TBG's] [DELETED], nor does it include [DELETED]." AR, Tab 2.4, SSEB Declaration, Apr. 8, 2020, at 13. In sum, we find the language on which CACI relies in its proposal to be a far cry from the approach set forth in TBG's proposal, such that the agency's evaluation of each offeror here was reasonable and not disparate.

For another example, the SSEB assigned a strength to TBG's proposal for the offeror's technical approach and understanding of terrorism analysis (PWS § 3.1.4), particularly in the area of personnel recovery.⁶ AR, Tab 8.2, SSEB Evaluation Report of TBG at 4. The evaluators found that TBG proposed a detailed approach to personnel recovery [DELETED]. *Id.*, *citing* AR, Tab 13.1, TBG Proposal, Vol. II, Technical/Management Approach Proposal at 26. The SSEB concluded that this aspect of TBG's proposal was advantageous to the agency because it would enhance the quality of production related to personnel recovery. *Id.*

CACI argues that the agency's evaluation of TBG's proposal here was disparate. In support thereof, the protester maintains that the four functions within TBG's approach to terrorism analysis/personnel recovery ([DELETED]) are "unmistakably similar" to CACI's own four-part technical approach used to support all PWS requirements: "[DELETED]."

(...continued)

conclusions, and not a *post-hoc* rationalization. *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.

⁶ The PWS established that the contractor "shall research, identify, and analyze Captor networks, Captor personalities, hostages, and personnel recovery persons of interest, kidnapers, negotiations, ransom payments, and ransom delivery to produce personality information packages, pattern of life assessments, Personnel Recovery (PR)-associated named areas of interest, proof of life, and information products for family members." PWS § 3.1.4.2.

Comments and Supp. Protest, Apr. 1, 2020, at 15, *citing* AR, Tab 12.1, CACI Proposal, Vol. II, Technical/Management Approach Proposal, at 13. Because its proposal included “nearly identical language” to that of TBG but did not receive a similar strength, CACI argues, the agency’s evaluation was unequal. We disagree.

The record reflects that it was TBG’s detailed technical approach to personnel recovery, which exceeded specified performance requirements, on which the agency evaluators based the assigned strength. AR, Tab 8.2, SSEB Evaluation Report at TBG at 4. By contrast, the SSEB found that CACI did not propose a similar approach, “and actually fail[ed] to mention Personnel Recovery in its proposal.”⁷ AR, Tab 2.4, SSEB Declaration, Apr. 8, 2020, at 14. The SSEB concluded that “[a]lthough CACI’s [DELETED] approach includes some similar words to TBG’s 4 functions under personnel recovery, the CACI approach is not similarly detailed to personnel recovery, and thus, does not warrant a strength.” *Id.* We therefore find that the agency’s evaluation did not involve disparate treatment of similar proposals, but rather, a reasonable evaluation of dissimilar proposals.

As a final example, the RFP included Scenario 1, which stated as follows: “In response to a change [in] USCENTCOM priorities . . . , [the] new mission requires the Joint Intelligence Center USCENTCOM . . . to divide analytic focus between 24/7 operational support to the Commander and forces in theater, and long-term strategic analysis on [area of responsibility] and [area of interest] country and functional responsibilities.” RFP amend. 4 at 101. In light of these changes to USCENTCOM mission priorities, the RFP required offerors to “provide your approach to shifting/expanding FTEs [to] new missions areas, expand presence to cover 24/7 operations, [and] ensure/maintain capability against existing requirements.” *Id.*

The SSEB identified six strengths in TBG’s proposal regarding Scenario 1, which can be summarized as follows: (1) TBG’s knowledge management technology [DELETED]; (2) its proposal for cross-training; (3) its [DELETED]; (4) its proposed [DELETED]; (5) its knowledge transfer plan; and (6) its proposed approach to Scenario 1, which the agency concluded “is [DELETED].” AR, Tab 8.2, SSEB Evaluation Report of TBG at 8-10.

CACI argues that insofar as its proposal “incorporate[ed] all of the same concepts” as TBG’s proposal here, but for which CACI was not also assigned strengths, the agency’s evaluation was disparate.⁸ Comments and Supp. Protest, Apr. 16, 2020, at 7, *see also*

⁷ While maintaining that the strength assigned to TBG here was disparate, CACI does not dispute the fact that its proposal contained no mention of the personnel recovery task. *See* Comments & Supp. Protest, Apr. 16, 2020, at 29-30.

⁸ CACI also alleges that the strengths identified in TBG’s proposal were duplicative and overlapping. Comments and Supp. Protest, Apr. 1, 2020, at 3. The record reflects, however, that the strengths represented distinct advantages that the agency evaluators found in the awardee’s proposal.

Comments and Supp. Protest, Apr. 1, 2020, at 3-15. The agency argues that the proposals were not the same, and that CACI's "mere mention of a concept anywhere in its technical/management proposal" did not equate to what TBG proposed and upon which the SSEB assigned strengths. Supp. MOL, Apr. 9, 2020, at 4.

We find the agency reasonably determined in each instance that the offerors' proposals with regard to Scenario 1 were not the same, such that the different evaluation results did not constitute disparate treatment. For example, the protester argues that the [DELETED] was a knowledge management tool similar to that proposed by TBG. As a preliminary matter, the record reflects that CACI's approach to performing Scenario 1 did not mention its [DELETED] tool, or knowledge management generally. AR, Tab 12.1, CACI Proposal, Vol. II, Technical/Management Approach Proposal, at 23-30; Tab 2.4, SSEB Declaration, Apr. 8, 2020, at 2. Moreover, the agency evaluators reasonably determined that while CACI's [DELETED] includes a knowledge base, it was not the same as the more robust knowledge management tool ([DELETED]) proposed by TBG. AR, Tab 2.4, SSEB Declaration, Apr. 8, 2020, at 2. Similarly, with regard to the strength assessed for TBG's [DELETED], the SSEB reasonably found that TBG's proposal described with specificity how it could provide [DELETED], while CACI's did not. *Id.* at 6-7.

In sum, the record indicates that the difference in assigned strengths with regard to the TBG and CACI proposals resulted from the agency's recognition of different underlying facts. While CACI may contend that its proposal's features were substantially similar to those of TBG, we find CACI's disagreement with the agency's judgment insufficient to establish that the agency acted unreasonably. *InfoPro, Inc.*, B-408642.2, B-408642.3, Dec. 23, 2014, 2015 CPD ¶ 59 at 14 n.20.

Evaluation of CACI's Proposal

CACI also challenges the agency's evaluation of its technical/management approach proposal. Here the protester maintains that the two weaknesses identified in its proposal--one regarding PWS requirements and one regarding Scenario 1--were unreasonable and inconsistent with the stated evaluation criteria. Protest at 11-20, 23-31.

The PWS set forth eight performance requirements, including Joint Intelligence Center (JIC) Support. PWS § 3.1. The JIC "is the central organization responsible for intelligence analysis that supports [US]CENTCOM operational objectives with current intelligence analysis, term-analysis, and foundational analysis." AR, Tab 2.2, SSEB Declaration, Mar. 17, 2020, at 4. Additionally, while identified as only one of eight PWS requirements, the JIC support task represented nearly two-thirds of the total contract effort, as measured by FTEs.⁹ *Id.* at 10; Tab 12, CACI Proposal, Vol. II, Technical/Management Approach Proposal at 13.

⁹ The PWS delineated 14 subtasks within the JIC Support task, some of which had multiple components. PWS § 3.1.1 - 3.1.14.

The SSEB assigned a weakness to CACI's proposal regarding the offeror's approach to the JIC support requirement. AR, Tab 8.1, SSEB Evaluation Report of CACI at 4. The agency evaluators found that "[a]lthough CACI's proposal acknowledges that PWS 3.1 represents nearly two-thirds of the entire contract effort, CACI's proposal takes a generalistic approach, which lacks adequate detail, and demonstrates a lack of understanding of the importance of these tasks." *Id.* Further, while CACI's proposal was found to list some intelligence analysis functions that generally support situational awareness and current intelligence, the SSEB observed that the proposal failed to address how CACI would "provide more nuanced term and foundational analysis in support of operations, which is required throughout multiple PWS 3.1 tasks." *Id.* The SSEB reasonably concluded that CACI's failure to adequately address how it would actually perform the analytical tasks required by PWS 3.1 increased the risk of unsuccessful performance. *Id.*

With regard to the second assigned weakness, CACI proposed a multi-step process by which it would respond to Scenario 1. AR, Tab 12.1, CACI Proposal, Vol. II, Technical/Management Approach Proposal, at 24. Additionally, as part of assessing its capabilities, CACI stated "[o]ur [deputy program manager] uses the [DELETED] to rapidly identify a pool of currently performing senior-level experts with the requisite experience for the country and threat focuses" *Id.*

The SSEB found that while CACI adequately addressed the process for providing 24/7 coverage in response to Scenario 1, CACI had not demonstrated a logical approach to the process for maintaining existing support and expertise in the midst of the reorganization. AR, Tab 8.1, SSEB Evaluation Report of CACI at 7. Specifically, the evaluators determined that CACI's decision to consider only moving "senior-level experts with the requisite experience" would result in a degradation to the performance of the regional and functional JIC branches from which the expertise was derived, particularly if there was an immediate shift in analytic resources and "no stated plan to replace lost depth and expertise." *Id.* The SSEB also concluded that CACI's failure to adequately address the potential degradation of performance associated with its approach to Scenario 1 was a flaw that increased the risk of unsuccessful performance. *Id.*

CACI maintains the two aforementioned weaknesses assigned to its proposal were unwarranted. With regard to the JIC Support task, CACI argues that it was unreasonable for the agency to expect a detailed discussion of individual subtasks within PWS § 3.1 in light of the RFP's page limitation. Protest at 17-19. With regard to Scenario 1, CACI argues the agency evaluators misinterpreted the proposal and wrongfully assumed that CACI's staffing approach was limited to only senior-level personnel; CACI further contends the evaluators' conclusion regarding a degradation in performance was unreasonable. *Id.* at 23-30. We need not decide, however, whether CACI's arguments here possess any merit, because CACI has failed to demonstrate that it was prejudiced by the weaknesses assigned to its technical/management approach proposal.

Competitive prejudice is an essential element of a 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. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 17; *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 8; see *Statistica, Inc. v. Christopher*, 102 F.3d 1577 (Fed. Cir. 1996).

As detailed below, the record reflects the SSA, when performing her best-value tradeoff determination, concluded that TBG's lower price and advantages over CACI under the technical/management approach factor--as evidenced by TBG's identified strengths and significant strength--outweighed CACI's past performance advantage, and made TBG the overall best value to the government. AR, Tab 9.3, SSDD at 33. Moreover, as part of that best-value tradeoff determination, the SSA specifically remarked:

I note that my best value determination would remain the same even if CACI was not assessed a weakness under PWS 3.1 and/or not assessed a weakness under the scenario response. Even without these weaknesses and their potential to cause degradation of performance, the TBG proposal remains significantly superior in [the technical/management approach factor], and the higher expectation that CACI will successfully perform the effort based on its moderately superior past performance under the less-important Factor 3 does not warrant paying a \$5,311,156.80 price premium.

AR, Tab 9.3, SSDD at 33.

In sum, as the SSA contemporaneously determined that these weaknesses assigned to CACI's proposal would not affect the ultimate best-value tradeoff decision, we find that CACI has failed to demonstrate that it was prejudiced by any potential error in the agency's evaluation of its technical approach proposal.¹⁰ See *Synergy Sols. Inc.*, B-413974.3, June 15, 2017, 2017 CPD ¶ 332 at 12-13 (finding no prejudice in the assignment of a significant weakness where the source selection authority did not rely on the weakness in distinguishing between the proposals in the best-value decision); *Dell Servs. Fed. Gov't, Inc.*, B-412340 *et al.*, Jan. 20, 2016, 2016 CPD ¶ 43 at 5 n.3 (finding no indication of prejudice associated with weaknesses in the protester's proposal which the source selection authority did not rely upon when making award decision). Because the protester cannot demonstrate how it was competitively

¹⁰ We note the agency raised the "lack of prejudice" issue regarding CACI's assigned weaknesses in its report to our Office, and the protester responded only that it would have otherwise received a higher rating under the technical/management approach factor. CACI had no response to the SSA's determination that the weaknesses here would not have altered her best-value tradeoff decision. MOL at 15-16; Comments and Supp. Protest, Apr. 1, 2020, at 34.

prejudiced even if its challenge to the agency's assigned weaknesses had merit, we deny this allegation.

Best-Value Determination

Lastly, CACI challenges the agency's best-value determination. The protester maintains that the award decision was flawed because of the underlying errors in the evaluation. CACI also argues that, as part of the best-value tradeoff decision, the SSA "merely mechanically counted the strengths and weakness in each proposal" and failed to reasonably consider the qualitative value of each offeror's proposal. Comments and Supp. Protest, Apr. 1, 2020, at 33. We disagree.

Source selection officials in negotiated best-value procurements have broad discretion in making cost/technical tradeoffs, 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. *Millennium Eng'g & Integration Co.*, B-417359.4, B-417359.5, Dec. 3, 2019, 2019 CPD ¶ 414 at 14; *Diversified Tech. & Servs. of Va., Inc.*, B-412090.2, B-412090.3, Dec. 16, 2015, 2016 CPD ¶ 34 at 11. Source selection decisions must be documented, and the documentation must include the rationale for any business judgments and cost/technical tradeoffs made, including the benefits associated with the additional costs. FAR 15.308; *General Dynamics Info. Tech., Inc.*, B-406059.2, Mar. 30, 2012, 2012 CPD ¶ 138 at 4. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision; 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. *Diversified Tech. & Servs. of Va., Inc.*, supra at 12; *Wyle Labs., Inc.*, B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 11.

The SSA, when performing her best-value determination, began by reviewing the relative importance of the RFP's stated evaluation criteria--that technical/management approach was significantly more important than past performance, and these two non-price factors, when combined, were significantly more important than price. AR, Tab 9.3, SSDD at 3-6. After also examining the SSEB's evaluation ratings and findings, the SSA conducted a comparative assessment of the TBG and CACI proposals by evaluation factor.¹¹ *Id.* at 31-32. With regard to the technical approach sub-paragraph, the SSA found that TBG possessed various strengths which CACI did not, including as follows:

I note that TBG's proposed use of [DELETED] . . . will be appreciably advantageous to the government to enhance performance across all PWS requirements and deliverables, and is a technical discriminator as compared to CACI. Furthermore, I note that TBG's Analytic Framework

¹¹ The record reflects the SSA also conducted similar comparisons between TBG and other offerors as part of her award determination.

. . . will be advantageous in providing JIC Support across all disciplines spanning JIC operations, and considering that PWS 3.1 represents the majority of the work under the PWS, is also a technical discriminator as compared to CACI's approach.

Id. at 31.

The SSA concluded that TBG's identified significant strength and strengths were collectively "more advantageous in performance of this contract," and made TBG's proposal "clearly significantly superior" to that of CACI under the technical approach sub-paragraph.¹² *Id.*

The SSA performed similar comparisons of the TBG and CACI proposals under the other evaluation criteria that were part of the best-value tradeoff decision. The SSA determined that, based on the relevance and quality of the work previously performed, CACI had a moderate advantage over TBG under the past performance factor. *Id.* at 32. Lastly, the SSA determined that TBG had a price advantage over CACI of approximately \$5.3 million, or 1.8 percent. *Id.* at 33. The SSA ultimately concluded that TBG's advantages under both the technical/management approach and price factors outweighed CACI's advantage under the past performance factor, and that TBG's proposal represented the best value to the government. *Id.*

We find the agency's source selection decision was reasonable, consistent with the solicitation's stated evaluation criteria, and documented in textbook fashion. As the record demonstrates, the SSA properly took into account the relative importance of the RFP's stated evaluation criteria. The SSA then looked behind the evaluation ratings and reasonably considered the underlying qualitative merits, and relative prices, that distinguished the offerors' proposals. The evaluation record simply provides no support for CACI's assertion that the SSA merely counted strengths when making her award decision. Rather, the record demonstrates that the SSA reviewed the strengths and identified what they represented that made TBG's proposal technically superior to that of CACI. Ultimately, the SSA reasonably concluded that, in her judgment, TBG's significant advantage under the technical/management approach factor, and lower price, outweighed CACI's moderate past performance advantage. As the SSA stated, "the moderately higher expectation CACI will successfully perform the effort based on its past performance does not warrant paying a \$5,311,156.80 price premium, nor does it outweigh TBG's clear significant superiority in the more important [technical/

¹² The SSA found CACI to be moderately superior to TBG under the less important, management approach sub-paragraph, before concluding that TBG's proposal was significantly superior to CACI's proposal under the overall technical/management approach evaluation factor. *Id.* at 32.

management approach factor].” *Id.* Under these circumstances, we see no basis to question the agency’s decision to make award to TBG.

The protest is denied.

Thomas H. Armstrong
General Counsel