



Decision

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Matter of: Project W Restoration, LLC

File: B-418419; B-418419.2; B-418419.3; B-418419.4

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DIGEST

1. Challenge to the evaluation of the protester’s technical proposal is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 2. Challenge to the cost evaluation is denied where offerors proposed differing technical approaches, and the agency found that the costs associated with the different proposed approaches were reasonable and realistic.
 3. Challenge to the award decision is denied where the agency reasonably explained that the awardee’s higher technically rated proposal was worth the higher evaluated cost as compared to the protester’s proposal.
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DECISION

Project W Restoration, LLC (PWR), of Reston, Virginia, protests the award of a contract to Central Plateau Cleanup Company, LLC (CPC), of Aiken, South Carolina, under request for proposals (RFP) No. 89303318REM000008, issued by the Department of Energy (DOE) for the environmental cleanup of radioactive and hazardous waste at

DOE's Hanford Site in Washington.¹ PWR challenges the evaluation of the offerors' technical and cost proposals and argues that the agency's best-value tradeoff and source selection decision was unreasonable.

We deny the protest.

BACKGROUND

DOE issued the RFP on February 14, 2019, for the Hanford Central Plateau Cleanup Contract (CPCC).² Agency Report (AR), Tab B.1, RFP at 1. DOE is seeking a contractor to perform services for the safe, compliant, and cost effective transition from the incumbent Plateau Remediation Contract to the CPCC. COS/MOL at 7. Additionally, the contractor will perform: management of site safe and compliant base operations for the DOE Richland Operations Office cleanup facilities; deactivation, decommission, decontamination, and demolition (D4) of facilities and remediation of waste sites; management of waste retrieval, treatment, storage, and disposal; preparation of decision documents³ to support cleanup actions associated with the FFACO TPA; and business core functions to support these efforts. *Id.*

The RFP anticipated award of a single indefinite-delivery, indefinite-quantity (IDIQ) contract. AR, Tab B.1, RFP at 9. The maximum value of the IDIQ is \$10 billion dollars. *Id.* The ordering period is 10 years, including a 60-day transition period; the transition period will be included in task order 1, issued simultaneously with the master IDIQ contract. Orders issued under the contract will be either cost-reimbursement or fixed-priced. The solicitation provided that the preference under the contract is for issuance of cost-plus-incentive-fee (CPIF) and fixed-price task orders. *Id.* The RFP also advised

¹ PWR is a limited liability corporation (LLC) comprised of resources from: Bechtel National, Inc.; Tetra Tech, Inc.; and EnergySolutions. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 13. CPC is an LLC comprised of resources from: AECOM Management Services, Inc., Fluor Federal Services, Inc., and Atkins Nuclear Secured, LLC. *Id.* at 1, fn.1.

² The Hanford Site is located on 580 square miles of desert in southeastern Washington, along the Columbia River. COS/MOL at 3. From 1943 until the late 1980s Hanford produced plutonium for nuclear weapons in World War II and the Cold War, generating radioactive and hazardous chemical waste in the process. *Id.* The environmental remediation at Hanford is subject to numerous regulatory requirements and agreements with various stakeholders, including but not limited to the Hanford Federal Facilities Agreement and Consent Order (FFACO) (Tri-Party Agreement (TPA)) among DOE, the Washington State Department of Ecology, and the Environmental Protection Agency. *Id.*

³ These include Resource Conservation & Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation & Liability Act (CERCLA) decision documents. *Id.*

that task orders will define objective performance criteria and “end states,” as applicable.⁴ *Id.*

The solicitation provided for award on a best-value tradeoff basis, considering cost/price and the following three non-cost factors, in descending order of importance: key personnel, technical and management approach, and past performance. The RFP advised that the non-cost factors, when combined, were significantly more important than cost/price. Under the technical and management approach factor, the solicitation provided for consideration of the following five “elements”: (1) technical approach, (2) management approach, (3) contractor human resource management, (4) integrated schedule, and (5) subcontracting approach.

For purposes of evaluation and source selection, the solicitation advised that the agency would evaluate three initial task orders that were representative of the Master IDIQ contract scope of work. The following table highlights the three initial task orders:

Task Order 1	Transition
Task Order 2	End States Cleanup Work
Subtask 1	Continuation of characterization and deactivation of 105-KW Basin in the 100-K Area ⁵
Subtask 2	Continued D4 of the 100-K structures and remediation of 100-K soil waste sites
Subtask 3	Initiate and complete remote excavation of highly contaminated portion of 300-296 waste site under 324 Building in 300 Area
Subtask 4	Strategy to Accelerate Completion of Groundwater Remediation in River Corridor Groundwater Operable Units (OU)
Subtask 5	Obtain Decision Documents for the River Corridor OUs ⁶
Task Order 3	Core Functions

AR, Tab B.1, RFP, Performance Work Statement (PWS), at 749, 763-64, 783-84.

⁴ The RFP defined “end state” as the “specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the [t]ask [o]rder period of performance.” AR, Tab B.1, RFP at 29.

⁵ The RFP explained that the remedial actions and demolition scope of work were organized in geographical areas, referred to as Implementation Areas (IA), which are organized around canyons, reactors, tank farms, landfills, and other areas. *Id.* at 35. For example, the RFP provided that the “100 Area IA” is geographically located at the northern end of the Hanford Site along the Columbia River, and that the primary remaining scope of work resides in the 100-K Area where the 105-KE and 105-KW reactor buildings, support facilities, and associated waste sites are located. *Id.* at 38.

⁶ The RFP provides that the Central Plateau and River Corridor contain waste sites (including pipelines) that are contaminated with radioactive and other hazardous

The RFP required each offeror to submit a cost and fee proposal, consisting of: completed tables proposing costs during the first year of performance for each of the three initial task orders (TOs) as follows: TO 1 (cost-reimbursement, no fee; 60 day period of performance); TO 2 (cost-plus-incentive-fee; 1 year period of performance), and TO 3 (cost-plus-incentive-fee; 1 year period of performance). *Id.* at 694, 750, 774.

DOE received timely proposals from three offerors, including PWR and CPC, by the March 18, 2019 due date. COS/MOL at 13. The final evaluation ratings and costs/prices of PWR's and CPC's proposals were as follows:

	CPC	PWR
Key Personnel	Outstanding	Outstanding
Technical & Management Approach	Good	Good
Past Performance	High Confidence	High Confidence
Total Evaluated Cost/Price⁷	\$98,059,051	\$88,236,446

AR, Tab D, Source Selection Decision Document (SSDD), at 34.

Following completion of the Source Evaluation Board (SEB) Report, DOE learned that AECOM had agreed to sell its Management Services business, to include AECOM Management Services, Inc. (AMS), to affiliates of American Securities LLC and Lindsay Goldberg. COS/MOL at 14-15. The source selection authority (SSA) asked the SEB to determine if the pending sale affected its evaluation of CPC. *Id.* at 15. Ultimately, the contracting officer and SEB concluded that the sale of AMS would have no material effect on the evaluation of the CPC proposal. *Id.*

In conducting the best-value tradeoff and source selection, the SSA found discriminators in favor of CPC under two of the three non-cost evaluation factors: key personnel and technical/management approach. AR, Tab D, SSDD, at 21-22, 27-28. The SSA did not find any discriminators between the two proposals under the past performance factor. *Id.* at 31. The SSA explained that, “[w]hile the SEB rated both [offerors] as Outstanding for Factor 1, with the same number of Significant Strengths (two), it assigned CPC more Strengths than PWR (six to four), with a higher percentage

materials from past Hanford Site operations. *Id.* at 36. The solicitation explains that these sites are grouped into process-based and geographic-based OUs, and identified in Appendix C of the TPA for remedial action decision-making purposes. *Id.* For example, the RFP requires groundwater remediation and obtaining CERCLA decision documents for OUs in the following River Corridor areas: 100-BC, 100-K, and 100-N. *Id.* at 52.

⁷ This included probable cost and fee for three initial task orders during the first year of performance.

of Key Persons rated as Significant Strengths or Strengths, and a greater degree of significant experience for Key Persons.” *Id.* at 36. Additionally, the SSA determined the proposed program manager for CPC “to be better qualified” than the proposed program manager for PWR based on “the overall depth and recency of his very relevant experience,” as well as a “stronger role during the oral problem scenarios.”⁸ *Id.* The SSA also determined that the “CPC Key Personnel team as a whole demonstrates better qualifications and experience.” *Id.* The SSA therefore concluded that the key personnel factor, which was the most important factor, was “a major discriminator for CPC.” *Id.*

The SSA also determined that the technical/management approach factor was a discriminator in favor of CPC due to advantages under the following elements: technical approach, management approach, and integrated schedule. *Id.* at 36. The SSA concluded that, “[b]ased on these discriminators, I do not find the two [o]fferors, CPC and PWR, close or similar in non-price factors, despite the same overall ratings.” *Id.* The SSA further explained that she “considered the PWR [cost] advantage” of approximately 11 percent, but determined that the technical and management aspects of CPC’s proposal “more than outweigh the [cost] premium.” She therefore concluded that CPC’s proposal represented the best value to the government. *Id.* at 35.

DOE awarded the contract to CPC and this protest followed.

DISCUSSION

PWR challenges DOE’s evaluation of PWR’s and CPC’s technical and cost proposals, and the selection of CPC’s higher technically rated, higher-cost proposal. PWR alleges that DOE unreasonably assigned three weaknesses to its proposal under the technical/management approach factor.⁹ As for the awardee, the protester argues that the cost evaluation was unreasonable because the agency disregarded disparate cost

⁸ The RFP provided that, as part of the evaluation, DOE would consider the responses of each offeror’s proposed key personnel team to certain oral problem scenarios. These scenarios would include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. AR, Tab B.1, RFP at 687-688. The solicitation advised that, under the oral scenario, the key personnel would be evaluated on their “problem-solving ability as demonstrated during their preparation for and presentation of the response to the problem-solving scenarios,” as well as their “demonstrated leadership, teamwork, communications, knowledge of the Master IDIQ PWS, and problem-solving capabilities both individually and as a team.” *Id.* at 794. The solicitation also advised that the program manager would be evaluated on “his/her leadership and effective utilization of the key personnel team.” *Id.*

⁹ In the alternative, PWR alleges that the agency engaged in disparate treatment by not assessing weaknesses to CPC’s proposal for similar attributes also contained in CPC’s proposal.

assumptions between PWR's and CPC's proposals, to the awardee's competitive advantage. Finally, the protester asserts that the SSA unreasonably identified discriminators in favor of the awardee in evaluating CPC's program manager as superior to PWR's. For the reasons discussed below, we find the protester's arguments to be without merit.¹⁰

The evaluation of an offeror's proposal is a matter within the agency's discretion. *National Gov't Servs., Inc.*, B-401063.2 *et al.*, Jan. 30, 2012, 2012 CPD ¶ 59 at 5. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather 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. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. Agencies must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's evaluation criteria. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218 at 7. A protester's disagreement with the agency's judgment in its determination of the relative merit of competing proposals, without more, does not establish that the evaluation was unreasonable. *Veterans Evaluation Servs., Inc. et al.*, B-412940 *et al.*, July 13, 2016, 2016 CPD ¶ 185 at 8-9.

Evaluation of Protester's Technical/Management Approach

PWR argues that the agency improperly assessed three weaknesses to its proposal under the technical/management approach factor based on risks with its concurrent/overlapping work, failure to identify risks regarding obtaining decision documents, and concerns with PWR's proposed integrated schedule. The protester contends that the first two weaknesses were unreasonable because in both instances its proposal adequately demonstrated that its approach could satisfy all of the RFP's requirements giving rise to the weaknesses and/or it proposed sufficient flexibility to mitigate any risk. With regard to the third, the protester acknowledges the weakness in its proposal, but argues that the awardee should have received a comparable weakness.

Concurrent Work Activities

PWR first challenges a weakness assessed to its proposal regarding subtask 1 of TO 2, which involved characterization and deactivation of the 105-KW Basin. The agency assessed the weakness to PWR's proposal because it proposed to perform concurrent, overlapping activities in the same area of the KW Basin. The protester argues that the agency's assessment of the weakness was unreasonable because its proposed schedule provided adequate flexibility to mitigate any risk arising from the overlap.

¹⁰ Although we do not address all of the protester's arguments in this decision, we have considered all of them, and find no basis to sustain the protest.

For evaluating the technical approaches to performing the TO 2 subtasks, the RFP specified that DOE would assess “the viability (including previous successful implementation of proposed initiatives), effectiveness, and expected impacts (e.g. deferral or acceleration of work) to include risk and risk mitigation of the Offeror’s technical approach.” AR, Tab B.1, RFP at 690.

The SEB assessed a weakness to PWR’s proposal because “PWR proposed to perform concurrent work activities in the KW Basin[.]” AR, Tab C.1, SEB Report, at 215. The SEB first noted that “PWR’s technical approach follows a proven, successful planning model that has been utilized to startup and complete several major operational activities at the KW Basin in recent years.” *Id.* at 216. The SEB found, however, that PWR’s technical approach “proposed to perform concurrent work activities in the KW Basin, in three cases.” *Id.* at 199. The SEB explained that “based on past operating experience, performing concurrent, overlapping activities in the same workspace at the KW Basin can cause physical interferences between work crews,” and “create a demand for additional craft resources . . . that exceeds available staffing planned for the activity.” *Id.* The SEB further explained that the concurrent, overlapping work activities in PWR’s technical approach have the potential for “physical interferences and insufficient resources” and create a risk of “completing work inefficiently and causing schedule delays, including the potential to miss the associated proposed performance measure completion date of July 7, 2020.” *Id.* The SEB found the foregoing to be “a flaw in the proposal” that affects “viability and effectiveness,” and concluded that this flaw has “a potential negative impact (delay of work) in PWR’s technical approach for [s]ubtask 1.” *Id.* The SEB determined that this flaw in the proposal increases the risk of unsuccessful contract performance resulting in a weakness under this subtask. *Id.*

The protester acknowledges that its proposed technical approach offered concurrent, overlapping activities. Protester’s Comments at 44. The protester points to various aspects of its proposed technical approach, however, which it contends, should sufficiently mitigate risk arising from the overlap. For example, while the protester acknowledges that its proposal showed that “activities related to the sand filter would overlap with a portion of the garnet filter work” within the same part of the K Basin facility, it asserts that its schedule has “more than sufficient flexibility (float) to address this relatively small issue.”¹¹ *Id.* With regard to another of the agency’s concerns, which “focused on a schedule overlap between work being performed in the garnet/sand filter area and other work being performed in the separate basin area, the protester maintains that the areas in which this other work will be performed are “separated by a wall,” and therefore, “the risk of interference is minimal[.]” *Id.* at 44-45.

¹¹ Float (sometimes referred to as “slack”) in a construction schedule is the time an activity may be delayed without impacting the overall completion time. Robert F. Cushman *et al.*, *Proving & Pricing Construction Claims* § 2.11 (3rd ed. 2019); see *Grunley Construction Company, Inc.*, B-407900, Apr. 3, 2013, 2013 CPD ¶ 182 at 5, n.4.

We conclude that the agency's assessment of the weakness was reasonable. The RFP specified that DOE would evaluate the viability, effectiveness, and expected impacts to include "risk and risk mitigation of the Offeror's technical approach." AR, Tab B.1, RFP at 690. As the agency points out, despite proposing to perform overlapping work in the K-Basin, PWR's proposal failed to acknowledge or identify the risks involved with this approach or provide additional solutions to mitigate these risks. COS/MOL at 25. The protester's attempt to satisfy this requirement by offering additional explanation now is insufficient; it is an offeror's obligation to submit an adequately written proposal for the agency to evaluate. See *WKG & Assocs., LLC*, B-409835, Aug. 26, 2014, 2014 CPD ¶ 250 at 7. Further, to the extent the protester contends that its proposal was sufficient or should have been interpreted differently, the protester's disagreement with the agency's evaluation provides no basis to sustain the protest. *Ben-Mar Enters., Inc.*, B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7. On this record, we find no basis to sustain this ground of protest.

Failure to Identify Risk

PWR challenges the agency's assessment of a weakness to its proposal under subtask 5 of TO 2 based on the proposal's failure to identify risks and risk management for this subtask. The protester asserts that the weakness was unreasonable because its proposal adequately addressed risk.

Subtask 5 of TO 2 required offerors to "[o]btain decision documents for the River Corridor [Operable Unit (OU)]." AR, Tab B.1, RFP at 52, 695 ("The desired outcome will be a final set of DOE and regulator-approved CERCLA [records of decision] (RODs) and [remedial design/remedial action work plans] RD/RAWPs for the 100-BC, 100-K, and 100-N OUs that define any remaining cleanup actions required in those OUs.").

As noted above, the RFP provided that DOE would evaluate an offeror's technical approach to addressing the TO 2 subtasks, to include "risk and risk mitigation." AR, Tab B.1, RFP at 690. In evaluating PWR's technical approach to subtask 5, the SEB assessed a weakness based on its conclusion that "the PWR proposal on obtaining Decision Documents for the River Corridor OU (*i.e.*, 100 Area Decision Documents) did not adequately identify risks and risk mitigation associated with performing this subtask[.]" AR, Tab C.1, SEB Report, at 200. The SEB explained that "PWR's proposal regarding risk to Hanford site stated 'None (no field activities).'" *Id.*

The SEB stated that "PWR's statement of 'no field activities' indicates too narrow an assessment of the risks associated with its approach to completing this [s]ubtask." *Id.* at 201. An example of a potential risk that could have been identified with this subtask, the SEB explained, is "the risk that the Core Team interaction does not streamline the TPA/concurrence process as expected which is part of PWR's approach to this [s]ubtask." *Id.* at 200-201. The SEB found that "poor risk identification and mitigation strategies could adversely impact the completion schedule for [s]ubtask 5 if risks were to materialize." *Id.* Additionally, the SEB found that "the inadequate identification of risks in obtaining the 100 Area Decision Documents affects the viability and

effectiveness, and has a potential negative impact (delay of work) in PWR's technical approach for [s]ubtask 5." *Id.* Accordingly, the SEB determined that "this represents a flaw in the PWR proposal that increases the risk of unsuccessful contract performance resulting in a Weakness." *Id.*

The protester disagrees, arguing that the agency unreasonably "seized on four words" in a text box in its proposal stating that, with respect to "[r]isks to the Hanford Site," there were "[n]one (no field activities.)." Protester's Comments at 49-50; AR, Tab E, PWR Proposal, Vol. II, at 65. The protester contends that, by focusing on the words in the text box, the agency's risk assessment ignores the substance of the relevant section of PWR's proposal. *Id.* The protester points to various provisions in its proposal, which it asserts, adequately addressed the risk involved with the subtask. Protester's Comments at 50.

Specifically, the protester contends that PWR structured the relevant part of its proposal to eliminate the principal risk involved in the subtask. The protester asserts, for example, that its proposal explains that its approach to the [s]ubtask "includes a work process which brings three key government principals--i.e., 'empowered' decisionmakers from the Agency, Washington Ecology, and EPA--into a 'highly collaborative regulatory Core Team' with PWR leaders to execute the subtask work from Day 1." *Id.* at 50-51 (*citing* AR, Tab E, PWR Proposal, Vol. II, at 65, 66).

As another example, the protester contends that the proposal makes clear that throughout performance of the subtask, PWR's core team structure will "[i]nstitut[e] effective tri-party collaboration' to deliver quality on-time performance." *Id.* The protester maintains that "[t]he only plausible reason for working in close collaboration with all of the relevant [g]overnment decisionmakers to deliver on time performance" is to "address all issues that might result in non-approval of the relevant deliverables." *Id.* at 50. The protester asserts that "when an offeror's proposed performance is structured to eliminate the principal, relevant, risk," the explanation of the proposed solution "simultaneously explains how the relevant risk is mitigated." *Id.* PWR therefore contends that there is no "logical or legal requirement" for a separate explanation focusing on risk mitigation. *Id.*

We conclude that the agency's evaluation was reasonable. Although the protester asserts that the SEB should have recognized that PWR's proposal demonstrated that PWR recognized and addressed several risks to subtask 5, it is not apparent from the cited portions of PWR's proposal, or the protester's submissions to our Office, that PWR's proposal addressed risk and risk mitigation as required by the RFP. Rather, the protester's proposal clearly stated: "Risks to Hanford Site: None (no field activities)." AR, Tab E, PWR Technical Proposal, Vol. II, at 48. The SEB understood this to mean that PWR had not identified any risks associated with subtask 5 and concluded that "poor risk identification and mitigation strategies could adversely impact the completion schedule for [s]ubtask 5 if risks were to materialize." AR, Tab C.1, SEB Report, at 201. We see nothing unreasonable in the agency's conclusion. On this record, we find no basis to sustain the protest.

Integrated Schedule

PWR's proposal was assessed a weakness under the technical/management approach factor for its proposed integrated schedule. The protester contends that the awardee's proposal contained a similar "scheduling flaw" but did not similarly receive a weakness, which reflects unequal treatment. Protester's Supp. Comments at 27.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing offerors. *Arc Aspicio, LLC; et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 13. 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 offerors' proposals. See *Camber Corp.*, B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 5.

Here, the evaluation record shows that two issues contributed to the finding of a weakness pertaining to PWR's proposed integrated schedule. First, the SEB concluded that PWR's schedule "identified approximately 160 activities with no successor relationship ties," which the SEB concluded "creates a risk of not having calculated an accurate float path through completion of [task order 2]." AR, Tab C.1, SEB Report, at 201. Second, the SEB found that PWR's integrated schedule failed to provide sufficient time for DOE review and approval of deliverables, as required by the RFP. *Id.* The SEB determined that these flaws in PWR's integrated schedule "increase the risk of unsuccessful contract performance resulting in a Weakness." *Id.* The protester does not dispute these findings. Protester's Comments at 34.

The protester asserts, however, that the agency should similarly have assessed a weakness to CPC's proposal because its proposed schedule "contained numerous instances of a different type of scheduling flaw," which the protester argues, rendered CPC's results "artificial and unreliable." Protester's Supp. Comments at 27. In this regard, the protester maintains that CPC's schedule included "15 artificially constrained events"--*i.e.*, activities assigned finish date constraints. The protester asserts that these events "destroy the integrity of the schedule," and should have "raised a comparable level of concern as PWR's activities without successors." *Id.* at 30, 31.

The agency responds that "these constraints do not destroy the integrity" of CPC's schedule because, unlike PWR's schedule, "all of the activities contained within [CPC's schedule] have a predecessor and successor relationship." Supp. COS/MOL at 6. The contracting officer further explains that "these particular constraints" do not impact CPC's overall schedule "because they are "used to ensure that the offeror will meet the project date[s] it sets for an internal task," and therefore, the agency did not view them as a "negative feature of [CPC's] integrated schedule." *Id.* at 7. Additionally, the contracting officer explains that, "unlike PWR, CPC's float is not in question, as the schedule provided by CPC . . . does not contain any activities without successor relationships." *Id.* at 8. In contrast, the evaluators identified approximately 160 activities in PWR's schedule that lacked successors, which the SEB found "left [it] vulnerable to miss dates and improperly calculate the risk to achieve the dates [it]

provided,” and “is why the SEB called into question PWR’s float.” *Id.* Because the record demonstrates that the difference in the agency’s evaluation was the result of differences in the proposals, we find the protester’s argument to be without merit.

In sum, we find nothing unreasonable regarding the agency’s assessment of the three weaknesses to PWR’s proposal under the technical/management approach factor and therefore find no basis to sustain the protest.

Evaluation of Cost Realism

PWR also challenges DOE’s cost realism evaluation. Specifically, the protester contends that the agency erred in disregarding assumptions in the proposals regarding certain anticipated costs. The agency argues that it did not ignore the assumptions, but rather, reasonably evaluated the proposals based on their different approaches.

The RFP provided that the agency would evaluate cost proposals for realism, and would analyze specific elements of the proposed costs to determine whether the estimated cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the methods of performance and materials described in the offeror’s technical proposal. AR, Tab B.1, RFP at 797. Based on the results of that review, the RFP provided that the agency would compute a total evaluated cost/price for each proposal. *Id.*

Additionally, the solicitation advised that the total evaluated cost/price for each proposal would be based on the combined probable cost for task orders 1, 2, and 3, and that the agency would perform a technical analysis of the cost and fee proposal, including evaluating “traceability between proposal volumes.” AR Tab B.1, RFP at 797. Each offeror was to propose a technical approach to these tasks, and in so doing, was permitted to determine how to allocate the entirety of the work to be performed during the first year of performance among these three tasks and others.

In conducting its cost analysis, the SEB analyzed the differences between the independent government cost estimate (IGCE) and the probable cost of each proposal. The total evaluated cost of each proposal was below the IGCE, and the SEB concluded that the evaluated cost/price of each proposal was realistic and reasonable.

The SSA recognized that some cost differences among the offerors “result from differences in their approaches to allocating costs among the TOs.” AR, Tab D, SSDD, at 32. The SSA noted that these “differences largely arise because the TOs being evaluated do not identify all the specific work elements to be allocated under the TOs for the first year of performance.” *Id.* As such, the SSA explained that “[a]n Offeror may allocate certain costs to a TO being evaluated and another Offeror may allocate the same costs to a TO that will be negotiated after award.” *Id.*

The SSA found that other cost differences were “attributable to differences in [t]echnical [a]pproach.” *Id.* For example, the SSA pointed to “the difference in the proposed

approach to [DELETED], the number of [DELETED], and the equipment proposed for use.” *Id.* The SSA explained that “CPC has provided a more conservative and reliable approach.” *Id.* The SSA also noted that CPC’s proposal was higher in cost than PWR’s proposal “because CPC offers the most [DELETED].” *Id.* at 33.

PWR disagrees with the agency’s evaluation. In PWR’s view, the differences in the offerors’ cost assumptions were significant, and the agency’s failure to consider them precluded an evaluation on a common basis. As discussed below, we find no basis to object to DOE’s evaluation.

PWR first notes that CPC proposed its training costs [DELETED] while PWR proposed its training costs [DELETED]. The protester contends that the agency’s cost evaluation disregarded this difference, resulting in an unfair competitive advantage for CPC because it had a lower evaluated cost for that portion of the work. The protester contends that conducting the evaluation in this manner resulted in a comparison of proposals prepared on disparate bases, *i.e.*, a comparison of apples to oranges.

The agency argues that, in considering training costs, the evaluators noted “whether offerors did or [did not] include such costs in their proposal[s], and evaluated whether that proposed approach matched the offeror’s technical approach.” Supp. COS/MOL at 21. In this regard, as the agency explains, and the record reflects, both offerors proposed training as part of their technical approach and included training costs in their cost proposals. *Compare* AR, Tab E, PWR Cost Proposal, Vol. III, Books 1-4, at 143, 150, *with* AR, Tab F, CPC Cost Proposal, Vol. III, Appendix 2, L-6, Estimating Flat File, Resource Codes, at UBS-54, UBS-95; *see also* Supp. COS/MOL at 30. The contracting officer further explains that “the amounts proposed for training by CPC and PWR [were] not identical,” but “they would not be expected to be for a number of reasons,” including “different staffing projections and different technical approaches.” Supp. COS/MOL at 30. Further, the record reflects that the evaluators and the SSA identified that the timing difference--whether offerors proposed costs [DELETED]--was a factor in some of the apparent differences in proposed cost. AR, Tab D, SSDD, at 32.

While the record shows differences in proposed costs, staffing projections, and technical approaches, the agency was not required to use the mechanism of a cost realism adjustment to eliminate the competitive differences among the proposed approaches. *CFS-KBR Marianas Support Services, LLC; Fluor Federal Solutions, LLC*, B-410486, *et al.*, Jan. 2, 2015, 2015 CPD ¶ 22 at 4-5. Although the protester contends that the agency improperly “disregard[ed] the offerors’ different assumptions,” the record demonstrates that the agency in fact recognized these differences, but concluded they did not provide the basis for a cost adjustment. We find nothing unreasonable regarding the agency’s evaluation in this regard.

The protester complains that the agency also improperly evaluated other assumptions, and, we similarly find these allegations have no merit.¹² For example, the agency appropriately considered the difference in offerors' technical approaches with respect to utilizing Government Furnished Equipment (GFE), and while CPC proposed to utilize more GFE than PWR, such an approach was appropriate and permitted under the terms of the solicitation. AR Tab C.1, SEB Report, at 532; AR Tab C.8, Cost Briefing to SSA, at 7; Supp. COS/MOL at 30-31. The agency also recognized the differing approaches with respect to performing surveys; whereas PWR proposed to perform surveys and associated services itself, CPC proposed to [DELETED]. See AR Tab C.8, Cost Briefing to SSA, at 6-7; Supp. COS/MOL at 31. The agency found that both approaches were reasonable and permitted under the solicitation's terms, and appropriately recognized the costs associated with the proposed approaches in this area. *Id.*

¹² We also find no merit to the protester's other arguments regarding the agency's cost evaluation. For example, the protester asserts that the awardee's proposal omitted key costs of its technical approach and relied on the utilization of [DELETED]--used for debris removal--to "expedite completion" of work despite the fact that its proposal indicated that the tool would not be available for performance of task order 2. Protester's Comments at 23-24. As the agency explains, however, the requirements for task order 2 did not include the "full scope of size reduction and removal of the underwater debris." Supp. COS/MOL at 32. Rather, the applicable RFP requirement was to "[t]rain and initiate underwater debris size reduction and staging." AR, Tab B.1, RFP at 769. The agency explains that CPC proposed to use the [DELETED] to "expedite performance of the contract long after the brief timeframe covered by [t]ask [o]rder 2." Supp. COS/MOL at 32. The contracting officer also explains that, "[f]ar from either 'proposing a resource for which it did not include the relevant cost' . . . or the [DELETED] being a 'tool on which [CPC's] technical approach relied,' CPC did not propose utilizing this tool in the performance of [t]ask [o]rder 2." *Id.* at 33. The contracting officer also notes that CPC "was entirely open about the fact that there was not time under [t]ask [o]rder 2 to complete the acquisition of this [DELETED]." *Id.* The agency notes that, instead, CPC's proposal "only included 'the costs to begin the procurement process.'" *Id.*; see AR, Tab F, CPC BOE, Vol. 3, Book 2, at 244. The agency maintains that it was reasonable for the SEB to consider the fact that CPC was committed to acquiring and utilizing this advance tool to expedite this area of the contract in the coming months and years as a positive aspect of CPC's technical approach of the work. The agency further maintains that it was reasonable for the SEB not to adjust CPC's proposed costs related to beginning the acquisition of the [DELETED]. Supp. COS/MOL at 33 (explaining, however, that "[i]f the SEB had chosen to adjust CPC's proposed costs on this basis, this would have resulted in CPC's evaluated costs being REDUCED by the \$[DELETED] of pre-acquisition costs that CPC included in its proposal" for the [DELETED]). We find nothing unreasonable regarding the agency's evaluation. Accordingly, we find this allegation provides no basis to sustain the protest.

In sum, the record reflects that the agency reasonably evaluated the cost of the proposals based on consideration of the offerors' different approaches. We find no basis to sustain the protest.

Challenge to the Award Decision

PWR also argues that the source selection decision was flawed. The protester asserts that the non-cost discriminators upon which the SSA relied in making the best-value tradeoff determination and source selection lacked a reasonable basis. The protester also contends that the SSA improperly dismissed cost as a potential discriminator in the evaluation.¹³ For the reasons discussed below, we find no basis to sustain the protest.

As a general matter, source selection officials enjoy broad discretion in making tradeoffs between the comparative merits of competing proposals in a best-value setting; such tradeoffs are governed only by the test of rationality and consistency with the solicitation's evaluation criteria. *Coastal Int'l Sec., Inc.*, B-411756, B-411756.2, Oct. 19, 2015, 2015 CPD ¶ 340 at 14. Where, as here, a solicitation provides for a tradeoff between cost and non-cost factors, an agency may properly select a higher-rated, higher-cost proposal, if doing so is in the government's best interest and is consistent with the solicitation's stated evaluation and source selection scheme. *All Points*

¹³ The protester also contends that the agency made a flawed determination regarding CPC's eligibility for award due to a foreign, ownership, control, or influence (FOCI) issue that would impact the awardee's ability to obtain a national security facility clearance. As relevant here, the RFP required that all offerors, including their subcontractors and team members (if applicable), affirm and document an existing facility clearance or submit a DoD SF 328, Certificate Pertaining to Foreign Interests. *Id.* at 683. The protester asserts that the agency's evaluation failed to consider evidence of foreign interests resulting from the acquisition of one of the member companies of CPC, and therefore, CPC does not qualify for a facilities clearance. Protester's Comments at 52-62. The record reflects, however, that the contracting officer made an affirmative responsibility determination in favor of CPC, and that this determination was based, in part, on confirmation that a facility clearance would be granted to CPC. AR, Tab C.1, SEB Report, at 57-63; Tab C.2, at 2. Furthermore, the record reflects that, during the procurement, the SSA and SEB specifically reviewed the "pending sale" of the CPC member company, in order to determine any impact that the sale might have on the evaluation, including FOCI concerns and CPC's ability to obtain a facility clearance. AR, Tab C.2, at 1-2. The SEB determined, with regard to FOCI/facility clearance, that "there are no concerns in this area." *Id.* at 2. We will only decide a protest challenging an agency's affirmative responsibility determination where the protester presents specific evidence that the contracting officer may have ignored information that, by its nature, would be expected to have a strong bearing on whether the awardee should be found responsible. We have further explained that the information in question must concern very serious matters, for example, potential criminal activity or massive public scandal. *IBM Corp.*, B-415798.2, Feb. 14, 2019, 2019 CPD ¶ 82 at 11. The protester has failed to present such allegations here.

Logistics, Inc., B-407273.53, June 10, 2014, 2014 CPD ¶ 174 at 13-14. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals does not establish that the source selection decision was unreasonable. *General Dynamics-Ordnance & Tactical Sys.*, B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8.

Non-Cost Discriminators

The RFP provided that the non-cost factors, when combined, were "significantly more important than" cost. AR, Tab, B.1, RFP at 798. It also listed the non-cost factors in descending order of relative importance, advising that the key personnel factor was more important than the technical/management approach factor, and that the technical/management approach factor was more important than past performance. *Id.* The solicitation also specified that DOE's evaluation of the program manager was the "most important aspect of the evaluation of key personnel." *Id.* at 793. The RFP provided that the government was "more concerned with obtaining a superior Technical and Management Proposal than making an award at the lowest evaluated" cost. *Id.* at 798.

As relevant here, the SSA found discriminators in favor of CPC under two of the three non-cost evaluation factors: key personnel and technical/management approach. AR, Tab D, SSDD, at 21, 27-28. The SSA did not find any discriminators between the two proposals under the past performance factor. *Id.* at 36.

The record reflects that the SSA conducted a detailed comparison considering each factor and subfactor. The SSA explained that she accepted the findings of the SEB, and found that the SEB's evaluation "was thorough" and "effectively presents the strengths and weaknesses of the proposals." *Id.* at 3. The SSA also "developed a comparative assessment of the proposals against all evaluation factors in the solicitation to determine the superior [o]fferor for this contract," however, and thus made the selection decision based on her own independent judgment and the findings. *Id.*

The SSA explained that, in reviewing proposals and making her comparative assessment, she gave "careful consideration to the overall goal of the new end state contracting approach," as described in section C of the RFP, which was to "achieve significant risk and financial liability reduction that provides the optimal solution to Site accelerated completion and closure." *Id.* The SSA also noted that "the desired outcome was to obtain the best [k]ey [p]ersonnel team essential to the successful performance of the entire IDIQ PWS." *Id.* at 4. She explained that, "[t]o ensure that DOE acquired the best CPCC leadership team, DOE ranked Factor 1, Key Personnel, as the most important Factor, with the Program Manager (PM) being the most important aspect of the evaluation of Key Personnel." *Id.*; see AR, Tab B.1., RFP at 797-798.

The SEB evaluated both CPC's and PWR's proposals as outstanding under the most important factor, key personnel. AR, Tab D, SSDD, at 12. Both offerors were assessed strengths and significant strengths for their proposed program managers and other key

personnel. *Id.* at 12-13 (CPC received two significant strengths and six strengths, and PWR received two significant strengths and four strengths).

The SSA reviewed and considered the substance and nature of the assessed strengths and significant strengths, and agreed with the SEB's evaluation and adjectival ratings. *Id.* The SSA found, however, "clear discriminators" between the program managers and the qualifications and suitability of the teams. *Id.* at 15. Specifically, the SSA explained that "[w]hile the PWR [program manager] . . . is well qualified, I have determined the CPC [program manager] to be better qualified based on the overall depth and recency of his very relevant experience." *Id.* at 36. In addition, the "CPC Key Personnel team as a whole demonstrates better qualifications and experience." *Id.* Accordingly, the SSA found that "CPC holds a distinct advantage over PWR for this factor." *Id.*

With regard to the technical/management approach factor, the SEB rated the proposals of both CPC and PWR as "good." CPC's proposal was assessed one significant strength, four strengths, and one weakness. PWR's proposal was assessed six strengths and three weaknesses. *Id.* at 22-23. The SSA found that, "[c]onsidering the nature of the strengths and weaknesses," all offerors "are technically capable of performing the identified work." *Id.* at 27. The SSA concluded, however, that CPC's proposal "offer[ed] an advantage over PWR" under this factor particularly in its "approach to managing multiple End State [task orders] and strategy for obtaining regulatory documents." *Id.* The SSA explained that, "[d]espite PWR having six evaluated strengths," it is "concerning that the three PWR weaknesses are in key project management disciplines necessary to successfully partner and negotiate end state [task orders], which is the essence of succeeding on this type of IDIQ contract." *Id.* Ultimately, the SSA concluded that this factor was a discriminator for CPC due to advantages within the following elements: technical approach, management approach, and integrated schedule. *Id.* at 36. The SSA concluded that, "[b]ased on these discriminators, I do not find the two [o]fferors, CPC and PWR, close or similar in non-price factors, despite the same overall ratings." *Id.*

The protester argues that the non-cost discriminators upon which the SSA relied in making the best-value tradeoff determination and source selection lacked a reasonable basis. PWR argues that in determining that CPC's proposed program manager was superior to the program manager proposed by PWR, the SSA "placed undue weight" on a particular contract--the River Corridor Closure Contract (RCCC)--and CPC's program manager's] role in that contract. Protester's Supp. Comments at 26. The SSA stated that she found CPC's proposed program manager's experience at the RCCC site "compelling," in part, because it demonstrated "extensive knowledge and understanding of the Hanford Site" and "proven working relationships with [pertinent] stakeholders." AR, Tab D, SSDD, at 15. She explained that this experience provided her with "significant confidence in his ability to far exceed meeting all contract requirements as the CPCC" program manager." *Id.* The protester asserts that, because the RCCC did not include groundwater remediation, it was unreasonable for the SSA to determine that the program manager's role in that contract was very relevant. The protester also

contends that the experience of CPC's program manager is less suited to DOE's new strategic approach because he has not managed a task order contract. Finally, the protester argues that the SSA should have found that the experience of PWR's program manager demonstrates that he is as capable as CPC's proposed program manager. As discussed below, we find no merit to the protester's arguments.

The protester first challenges the SSA's reliance on CPC's proposed program manager's role in the RCCC. According to the protester, the SSA should not have determined that CPC's program manager's role in the RCCC was "very relevant" because the RCCC, unlike the contract at issue in this procurement, does not involve groundwater remediation. Protester's Comments at 26. The protester points out that, in evaluating the RCCC under the past performance factor, "the SEB deemed it as only 'relevant,'" in part, because the RCCC did not include ground water remediation. *Id.*

We find nothing unreasonable regarding the SSA's evaluation. Under the past performance factor, the RFP provided for evaluation of past performance information in terms of relevancy. AR, Tab B.1 at 795. Both CPC and PWR were involved in performance of the RCCC from March 2005 through 2016. COS/MOL at 21; AR, Tab C.1, SEB Report, at 227-29, 354-55. The record reflects that the SEB evaluated the relevance of that contract for similarity to the scope, size and complexity of the CPCC, and in both instances found the contract "relevant." AR, Tab C.1, SEB Report, at 27-29, 354-55. The protester does not dispute the SEB's determination in this regard.

In contrast, the RFP provided that the agency would evaluate key personnel, such as the program manager, based on "their relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work." AR, Tab B.1, RFP at 793. CPC's proposal included a resume for its proposed program manager, which described in detail his work on the RCCC from 2013 to 2018. AR, Tab F, CPC Proposal, Vol. II, at 32-33.

The SEB evaluated the program manager's experience and found him "exceptionally well qualified to serve in this key position." AR, Tab C.1, SEB Report, at 57. The SEB noted that, [f]rom 2013 to 2018, [he] served as the President and Project Manager of the \$3B DOE Hanford RCCC," which "was a CPIF Contract, the same type anticipated for the majority of CPCC's TOs." *Id.* at 58. The SEB also noted that, "[i]n leading the RCCC, [CPC's proposed program manager] managed over 850 personnel and was responsible for management of hazardous material clean-up and the removal of hundreds of waste sites and burial grounds; nuclear facility [Deactivation and Decommissioning] D&D; transport, treatment and disposal of radioactive, hazardous and mixed wastes; and operation of the Environmental Restoration Disposal Facility." *Id.* The SEB stated that "[h]is performance in this position also resulted in the 'release of 190 [square miles] of land for post cleanup long-term stewardship, meeting regulatory cleanup standards, and prepared an additional 30 [square miles] of land for turnover to DOE's Office Legacy Management.'" *Id.* The SEB explained that the "RCCC was a

large and complex environmental cleanup project with similar work scope elements and focus on achieving end states similar to CPCC,” and that it found the CPC’s proposed program manager’s “position . . . to be very relevant to the proposed position on the CPCC in terms of the nature of the scope to be performed.” *Id.*

Based on this same information, the SSA determined that CPC’s proposed program manager’s role and responsibilities at the RCCC were “very relevant” to the instant program manager position “in terms of the nature of the scope to be performed and the business arrangement.” AR, Tab D, SSDD, at 14. Although the protester asserts that it was unreasonable for the SSA to conclude that the program manager’s role with the contract was “very relevant” when the contract did not include groundwater remediation, the protester points to nothing in the RFP that indicated that the proposed program manager had to have experience performing the entire work scope of the current requirement, to include groundwater remediation, for his experience to be considered “very relevant” under the key personnel factor. Rather, as noted above, the RFP provided that key personnel would be evaluated under this factor based on their “relevant experience in performing work similar to the work to be performed in their proposed position.” AR, Tab B.1, RFP at 793. We find nothing unreasonable regarding the SSA’s evaluation.

Similarly, we find no merit to the protester’s next assertion--that the SSA should have determined that CPC’s proposed program manager’s recent experience was less suited than PWR’s program manager’s experience for DOE’s new strategic approach because he has not managed a task order contract. Protester’s Comments at 26. In support of this assertion, the protester asserts that the “RCCC was not a task order contract” and that CPC’s program manager’s biography does not otherwise demonstrate experience with task order contracts. *Id.* The protester contends that the experience demonstrated for CPC’s program manager “has been rooted in the same broad scale, long-term contracts that the Agency is now seeking to move away from,” and that his “more recent experience in that type of contract and approach is what the [a]gency states it is changing.” *Id.* at 26-27. The protester maintains that, in contrast, PWR’s program manager has “worked on a greater breadth of challenges” and “on more varied projects,” and that “his experience better aligns with the new approach the [a]gency states it is attempting to undertake here.” *Id.*

In assessing the experience of CPC’s proposed program manager, the SSA noted that “[w]hile the RCCC was not an IDIQ arrangement with task orders, [it] was a CPIF contract” which is “the same type anticipated for the majority of CPCC’s [task orders].” AR, Tab D, SSDD, at 14. Additionally, the SSA “consider[ed] the scope of work, complexity, and responsibilities associated with [the] RCCC to be similar to that of the CPCC.” *Id.* She explained that they were “performed in a highly regulated environment with resolute interest by concerned parties including the workforce, regulators, and stakeholders” and demonstrated that the proposed program manager “has experience in performing very similar responsibilities, under very similar conditions as that of the CPCC.” *Id.* The SSA found that “this experience [was] a tangible demonstration of

[CPC's proposed program manager's] ability to successfully perform his responsibilities at cleanup sites with similarly complex work." *Id.*

In contrast, in reviewing the experience of the proposed program manager for PWR, the SSA noted that "[a]lthough [he] demonstrated significant and/or multiple examples of relevant experience," he "specifically lacked demonstration of recent experience in direct project execution in the field." AR, Tab D, SSDD, at 17. Specifically, the SSA found that, while PWR's program manager's "overall experience as a [program manager] is noteworthy, his last experience in this capacity was in 2008." *Id.*

The SSA therefore concluded that "the experience of [PWR's proposed program manager] is clearly surpassed by the experience of [CPC's proposed program manager]." *Id.* Ultimately, although the SEB assigned both proposals significant strengths for the offerors' proposed program managers, the SSA found CPC's proposed program manager offered a "distinct advantage" based on "the overall depth and recency of his highly relevant experience." *Id.* at 18.

We find nothing unreasonable regarding the agency's evaluation in this regard. To the extent PWR asserts that the SSA should have valued a "greater breadth of challenges" and "on more varied projects," such disagreement with the agency's evaluation is insufficient to render the agency's evaluation unreasonable. *General Dynamics-Ordnance & Tactical Sys., supra.* We find no basis to sustain the protest.

Consideration of Cost in the Source Selection

Finally, PWR asserts that the SSA disregarded cost/price in the evaluation and source selection. In support of this assertion, the protester points to several statements in the SSDD. Specifically, PWR cites to the SSA's statement that cost estimates, in the "early stages of cleanup projects," are "difficult to develop because of numerous uncertainties" and that the "cost evaluation of this procurement examined a very small portion of the overall anticipated work." AR, Tab D, SSDD, at 35. Additionally, PWR points to the SSA's conclusion that "while accurate under the terms of this procurement, the cost evaluation has very limited predictive value to the eventual overall cost of the work to be performed during the course of this contract." *Id.* In PWR's view, these statements abandoned the solicitation's source selection methodology and diminished the weight placed on probable cost by the solicitation. Protester's Comments at 14-22.

The agency argues that the SSA, in making these statements, was not referring to any difficulty in considering and evaluating the cost for the first three task orders. Supp. COS/MOL at 42. Rather, the agency asserts that the SSA recognized that cost estimates for an entire cleanup project are difficult to project due to many unknown variables. *Id.* In recognition of this generally applicable uncertainty to this type of work, the agency points out that cost/price was identified as the least important factor in the solicitation, with non-cost/price factors, when combined, being significantly more important than cost/price in the best value continuum. *See id.*

Based on our review of the record, we do not agree that the SSA disregarded cost and price in the evaluation and source selection. Rather, as discussed in detail above, the record reflects that the SSA considered PWR's lower proposed cost, but determined that CPC's proposal was the best value to the government. In sum, although PWR disagrees with the agency's evaluation, the record demonstrates that at every step in the procurement, the agency considered all of the information submitted by the offerors and available to the agency, and issued well-reasoned and rational evaluation reports before making a best-value tradeoff that extensively highlighted key discriminators between these proposals.

The protest is denied.

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