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Decision

Matter of: Strategic Resources, Inc.

File: B-418928

Date: October 21, 2020

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DIGEST

Protest that agency's evaluation of protester's proposal and best-value determination were unreasonable is denied where record shows that the evaluation was reasonable and consistent with the solicitation.

DECISION

Strategic Resources, Inc. (SRI), of McLean, Virginia, protests the issuance of a task order to Abacus Technology Corporation (Abacus), of Chevy Chase, Maryland, under a task order request for proposals (TOPR), issued by the Department of the Army, Army Materiel Command, for command, control, communication, and computer information technology (C4/IT) enterprise management services. SRI protests that the agency's evaluation was unreasonable and failed to assess a number of strengths to SRI's technical proposal, and that the agency conducted an unreasonable best-value determination.

We deny the protest.

BACKGROUND

The agency issued the TOPR pursuant to Federal Acquisition Regulation subpart 16.5, to holders of the Army's information management communications services III multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contracts. Agency Report (AR),

Tab 25, TOPR at 1; Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 2. The TOPR sought a variety of C4/IT services, including network and switch operations/administration; system administration; systems integration and testing; configuration management (hardware and software); end-user support and training; and information assurance and network security services. AR, Tab 21, Performance Work Statement (PWS) §§ 1.1, 2.2.

The TOPR contemplated issuance of a single fixed-price task order for a base period and four option periods, as well as a phase-in period if necessary. TOPR at 4, 8. Award would be made on a best-value tradeoff basis considering three evaluation factors: critical services, technical, and price. *Id.* at 7. The critical services factor was significantly more important than the technical factor, and when combined, the critical services and technical factors were more important than price. *Id.* The critical services and technical factors were assigned adjectival ratings of outstanding, good, acceptable, or unacceptable. *Id.*

Under the critical services factor, the agency would evaluate an offeror’s understanding and approach to four critical areas: network services, site-unique requirements, administrative telephone services, and vehicle requirements. *Id.* at 3-4, 7-8. The TOPR identified sections of the PWS that corresponded with each of these four critical areas. *Id.* at 3-4. Under the technical factor, the agency would evaluate an offeror’s understanding and approach to staffing, technical approach, management, and training. *Id.* at 4-5; 7-8. Under both the critical services and technical factors, the agency would evaluate proposals to “determine whether all of the requirements of the PWS have been completely satisfied.” *Id.* at 8.

The agency received proposals from 9 offerors, including SRI and Abacus. After evaluating the proposals, the agency assigned the following ratings to the proposals from SRI and Abacus:

	Critical Services	Technical	Price
SRI	Acceptable	Acceptable	\$41,947,442.52
Abacus	Outstanding	Acceptable	\$45,185,575.00

AR, Tab 33, Task Order Decision Document (TODD) at 3. The agency assessed to SRI’s proposal one strength and no weaknesses under the critical services factor, and no strengths or weaknesses under the technical factor. *Id.* at 5. The agency assessed to Abacus’s proposal two significant strengths, three strengths, and no weaknesses under the critical services factor, and no strengths or weaknesses under the technical factor. *Id.* at 6-7. The agency found that while other offerors, including SRI, proposed lower prices, Abacus’s “technical proposal provides significant, tangible benefits to the [g]overnment and [is] deemed sufficiently more advantageous to the [g]overnment so as to justify payment [] of a higher price.” *Id.* at 11. In particular, the agency acknowledged that SRI’s proposal received a strength in the critical services factor, but concluded that “the additional significant substantive benefits and clear understanding of [Abacus’s] proposal justify the approximate premium of \$3.2 [million] more than

[SRI's] proposal." *Id.* at 10. The agency noted that Abacus was the only offeror to receive an outstanding rating in the critical services factor, and concluded that this factor "is significantly more important than the [t]echnical factor and [Abacus's] approach to the [n]etwork [s]ervices, [s]ite [u]nique requirements, [a]dministrative [t]elephone [s]ervices, and [v]ehicle requirements reflected a far more superior understanding of the requirement." *Id.* at 11.

The agency notified SRI on June 30, 2020, of its decision to issue the task order to Abacus; this protest followed.¹

DISCUSSION

SRI alleges that the acceptable rating assigned to its proposal under the two non-price factors is unreasonable, arguing that its proposal should have been rated higher because the agency neither assessed any weaknesses nor found any risk presented by SRI's proposal. SRI also asserts that the agency failed to assess to its proposal a number of strengths under the two non-price factors. Finally, SRI contends that the agency's best-value determination was flawed and that the agency failed to look behind the adjectival ratings when making its source selection decision. For the reasons discussed below, we deny SRI's protest.²

SRI contends that the agency failed to follow the terms of the TOPR when it assigned an acceptable rating to SRI's proposal under the critical services and technical factors. Protest at 14-15; Comments at 3-4. The TOPR defined an acceptable rating as "[t]he proposal shows an adequate understanding of the [g]overnment's requirements. The nature and extent of the strengths offset the nature and extent of the weaknesses; good probability of success with a moderate degree of risk." TOPR at 7. As noted above, the agency assessed to SRI's proposal one strength and no weaknesses under the critical services factor, and no strengths or weaknesses under the technical factor. Given this

¹ The awarded value of the task order at issue exceeds \$25 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts established under the authority in title 10 of the United States Code. 10 U.S.C. § 2304c(e)(1)(B).

² In its protest, SRI also alleged that the evaluation of both Abacus's and SRI's proposals was unreasonable and unequal. Protest at 19-22. SRI essentially argued that as the incumbent contractor, it necessarily had a better understanding and approach than Abacus under the critical services factor, and therefore Abacus could not have been rated outstanding under this factor. *Id.* at 19-21. SRI also contended that Abacus should have been assessed a weakness for staffing under the technical factor because while SRI stated it would be able to [DELETE] if it received the task order, Abacus could not have proposed as qualified a staff as SRI. *Id.* at 21-22. We granted Abacus's request to dismiss these allegations as speculative because they were based solely on SRI's status as the incumbent and did not form a valid basis of protest. 4 C.F.R. §§ 21.1(c)(4), 21.5(f).

evaluation, SRI argues that the agency should have assigned a higher rating than merely acceptable to each of these factors, because the definition of acceptable contemplated that there were at least some weaknesses that had to be offset and a moderate degree of risk. Comments at 3. Thus, SRI maintains that the agency's evaluation was unreasonable because it "failed to factor in the lack of any risk associated with SRI's proposed solution and the lack of weaknesses in SRI's approach." *Id.*

The agency counters that there is no requirement for it to assign a higher rating merely because there is no specifically identified risk or weakness in the proposal. COS/MOL at 11. The agency states that although SRI's proposal received a strength under the critical services factor, "the evaluators concluded that SRI's proposal met the requirements of the solicitation, but showed only an 'adequate' understanding of the requirements, a 'good probability of success,' and a 'moderate degree of risk.'" *Id.* at 12. The agency maintains that "[t]he mere fact that no specific weaknesses were identified does not make these assessments unreasonable or inconsistent with the solicitation," and that even if SRI's proposal was evaluated as having no risk, because it demonstrated only an adequate understanding of the requirements, the agency reasonably limited the rating to acceptable. *Id.* Based on our review of the record, we find the agency's position reasonable.

The evaluation of technical proposals is generally a matter within the agency's discretion, which our Office will not disturb unless it is shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. See, e.g., *METAG Insaat Ticaret A.S.*, B-401844, Dec. 4, 2009, 2010 CPD ¶ 86 at 4; *Manassas Travel, Inc.*, B-294867.3, May 3, 2005, 2005 CPD ¶ 113 at 2-3. In this regard, a protester's disagreement with the agency's judgments, by itself, does not render an evaluation unreasonable. *Id.* Further, there is no legal requirement that an agency must award the highest possible rating under an evaluation factor simply because the proposal contains strengths and/or is not evaluated as having any weaknesses. *Applied Tech. Sys., Inc.*, B-404267, B-404267.2, Jan. 25, 2011, 2011 CPD ¶ 36 at 9.

As noted above, the TOPR defined an acceptable rating as one where the proposal showed an "adequate understanding of the [g]overnment's requirements" and the "nature and extent of the strengths offset the nature and extent of the weaknesses; good probability of success with a moderate degree of risk." TOPR at 7. Here, the agency evaluated SRI's proposal as having one strength, but otherwise found that the proposal only met the requirements of the critical services and technical factors, and therefore showed an adequate understanding of these two factors. AR, Tab 32, Technical Evaluation Consensus at 9-10. Consistent with our prior decisions cited above, the fact that the agency found no weaknesses in SRI's proposal under the two technical factors does not mean that the proposal required a higher rating, particularly where the agency found that the proposal has only one strength and otherwise merely met the requirements of the TOPR. Accordingly, a rating of acceptable was reasonable,

and SRI has not shown why the absence of any weaknesses or risk required the agency to assign a higher rating.³ This protest ground is denied.

SRI also contends that the agency failed to assess to its proposal seven strengths under the critical services factor and two strengths under the technical factor. Protest at 15-19; Comments at 4-8. The agency maintains that its evaluation was reasonable and that SRI's proposal only met the requirements of the PWS and did not warrant any additional strengths. COS/MOL at 13-16. Based on our review of the record, we conclude that the agency reasonably decided not to award any additional strengths to SRI's proposal. We address some representative samples of the alleged strengths below.⁴

Under the critical services factor, SRI contends that its proposal exceeded the requirements of PWS section 7.2.10.3.3, network management, where it offered [DELETED] and a [DELETED]. Comments at 6. In response, the agency argues that the PWS required the contractor to ensure that the installation network be operational 99% of the time, and to provide on-call support after normal duty hours. AR, Tab 37, Debriefing Questions and Answers (Q&As) at 2.⁵ Accordingly, the agency maintains that SRI's proposal for network monitoring merely met these requirements, but did not exceed them. *Id.*

The record supports the agency's position. Section 7.2.10.3.3 of the PWS stated that contractors should utilize software to monitor the installation campus area network and the local area network performance; maintain network availability; and notify the

³ We note that the TOPR defined a good rating as "[t]he nature and extent of the strengths outweigh the nature and extent of the weaknesses," and an outstanding rating as "[t]he nature and extent of the strengths significantly outweigh the nature and extent of the weaknesses." TOPR at 7. Thus, all of the acceptable-or-better ratings contemplated that a proposal could have some weaknesses, but provided that, to the extent weaknesses were present, they were outweighed by strengths. SRI's argument that it should have received a higher rating in part because the agency found no weaknesses ignores this fact. Given the definitions of the more favorable ratings, we find that the TOPR did not require a higher rating simply because a proposal had no weaknesses; rather, the agency had to assess the entirety of the proposal, including how well the proposal showed an understanding of the requirements, when deciding what rating to assign to a proposal.

⁴ Although we discuss only 4 of the 9 alleged strengths, we considered all 9 purported strengths and found that the agency's evaluation was reasonable.

⁵ With respect to the alleged strengths SRI contends should have been identified in SRI's protest, the agency states that most of these aspects of SRI's proposal only met the requirements. COS/MOL at 13. In support of this argument, the agency cites to questions and answers in SRI's debriefing, which contained a more detailed explanation of the agency's evaluation of these aspects of SRI's proposal. *Id.*

government within 30 minutes if the network is down or unavailable. AR, Tab 21, PWS § 7.2.10.3.3. However, as the agency’s response reflects, section 7.2.10.3.1 of the PWS also required the contractor to “ensure the installation data network is operational 99% of the time, less scheduled downtime.” AR, Tab 21, PWS § 7.2.10.3.1. In addition, section 3.2 of the PWS, which addressed the core hours of operation, required the contractor to provide “after normal duty hours ‘[o]n-[c]all/[c]all-[b]ack’ support” for the mission, while section 3.4.1, addressing after-hours support, required the contractor to provide “[o]n-[c]all/[c]all-[b]ack’ after-hours onsite and remote support for emergencies or as requested by the [g]overnment in support of [command control, communications, computers, and information management] services.” *Id.* §§ 3.2, 3.4.1. Given these requirements in the PWS, we find reasonable the agency’s conclusion that SRI’s proposal to offer [DELETED] only met, but did not exceed, the PWS requirements.

SRI also argues that its proposal to offer a “[DELETED] at the Edgewood Area [] location, [DELETED]” exceeded the requirements for detailed tracking of stock levels and assets set forth in PWS sections 7.3.17-18.⁶ Comments at 6. The agency counters that the Edgewood Area “is included within Aberdeen Proving Ground, and therefore is inclusive in the supply requirement as identified in the PWS.” AR, Tab 37, Debriefing Q&As at 2. Accordingly, the agency states that SRI’s proposal met this requirement but did not exceed it.

As the agency notes, the PWS required the contractor to provide support to the Edgewood Area, and stated that the contractor “shall perform clerical/data entry, supply, switching/[inside plant], and [outside plant] [operations and maintenance] functions during normal duty hours to include the Edgewood Area.” PWS §7.3.33. It also required the contractor to “maintain an adequate stock of materials in the Edgewood Area to perform all day to day [operations and maintenance] functions and for emergency operations.” *Id.*

SRI contends its proposal exceeded PWS sections 7.3.17 and 7.3.18, which addressed supply operations and disposition of damaged or obsolete parts, and generally required the contractor to perform inventory and storage management and to have a sufficient stock of supplies needed to meet day-to-day operations and special projects. PWS §§ 7.3.17, 7.3.18. Thus, the PWS generally required the contractor to have a sufficient stock of supplies to perform daily operations, and specifically required the contractor to perform general operations and maintenance functions at the Edgewood Area, and maintain an adequate stock of materials for this work and “emergency operations.” Given these requirements, we find it reasonable that the agency found that SRI’s proposal for a [DELETED] at the Edgewood Area only met the PWS requirements, and did not warrant assessing a strength.

SRI also asserts that its approach to communications restoration exceeded PWS section 7.3.35, restoration priorities, where it proposed to consider any [DELETED] that

⁶ The PWS explained that the contractor’s place of work included Aberdeen Proving Ground, South, which was referred to as the Edgewood Area. PWS § 3.1.

occurred when [DELETED] a high priority, to which it would respond and begin restoration [DELETED]. Comments at 7. The agency responds that section 7.3.35 required the contractor to respond to restoration priorities for essential communications equipment and identified time frames to respond to priority outages, but that the PWS did not identify [DELETED] as priority outages. AR, Tab 37, Debriefing Q&As at 3. The agency thus argues that SRI's proposal merely met the requirements.

The agency's explanation is consistent with the record. The PWS required the contractor to "respond to restoration priorities for essential communications equipment/systems" as identified in the PWS. PWS § 7.3.35. The restoration priorities were included in an attachment to the PWS; that attachment did not identify [DELETED] as a restoration priority. *Id.*, attach. A, ¶ A.12. In addition, the PWS stated that "[a]ll other troubles shall be handled as [r]outine troubles." *Id.* § 7.3.35.3. Thus, given that the PWS identified a list of specific restoration priorities that did not include [DELETED], and stated that all other troubles not on this list should be treated as routine, we find it reasonable that the agency did not assess a strength to this aspect of SRI's proposal.

Finally, SRI contends that its staffing approach presented "extremely low risk" because of SRI's status as the incumbent, and therefore deserved a strength. Comments at 7. In this regard, SRI argues that it proposed to achieve 100 percent staffing by the start date, "the feasibility of which it demonstrated by its [DELETED] as of [DELETED]." *Id.* SRI maintains that this approach "exceed[ed] the TOPR requirement that the contractor have full capability of performance as of the contract start date by ensuring that almost full staffing has been achieved [DELETED], thereby minimizing the risk of unsuccessful transition." *Id.* The agency counters that full capability of performance by the contract start date was the minimum requirement, and therefore SRI's proposal merely met this requirement and did not warrant a strength. AR, Tab 37, Debriefing Q&As at 3.

We find the agency's evaluation was reasonable. Under the technical factor, the TOPR stated that "[t]he [o]fferor shall specifically identify and explain their process to achieve full capability of performance by the start date and over all periods of performance." TOPR at 4. Given this requirement, it was reasonable for the agency to conclude that SRI's proposal to achieve 100 percent staffing by the contract start date met this requirement but did not exceed it. SRI's status as the incumbent contractor, and apparent ability to obtain [DELETED] as of proposal submission, by itself, does not warrant a strength.

SRI also asserts that the agency's evaluation was inadequately documented because there was no discussion of the alleged strengths in the contemporaneous evaluation. Comments at 4. SRI further argues that the agency's reliance on the debriefing questions and answers to support the agency's argument that SRI's proposal did not warrant any additional strengths, "confirms that the Army failed to perform any substantive analysis of SRI's proposal." *Id.* at 5. SRI maintains that the "debriefing questions are not part of the contemporaneous evaluation record, and do not remedy an improper, inadequately documented underlying technical evaluation." *Id.* We find this argument unpersuasive.

As we have previously found, while we may accord little or no weight to new evaluation conclusions reached after a protest has been filed that are inconsistent with the contemporaneous record, *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15, there is nothing objectionable in an agency's disclosing evaluation findings for the first time during a debriefing. *QuickHire, LLC*, B-293098, Jan. 30, 2004, 2004 CPD ¶ 33 at 2-3 n.2. We note, in this regard, that where an offeror believes that its proposal merited a strength for something that the agency did not view as a strength, it would be unreasonable to expect that the contemporaneous evaluation record would necessarily address the agency's non-assessment of the purported strength. In any case, even where conclusions from the original evaluation are disclosed for the first time during the protest process, we will consider them in our review of the evaluation, so long as the information is credible and consistent with the contemporaneous record. *Id.*; *NWT Inc.*; *PharmChem Labs., Inc.*, B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16. Here, we find that the agency's explanations in response to the debrief questions, in which the agency cited to specific sections of the PWS to explain why certain aspects of SRI's proposal did not warrant a strength, were credible and consistent with the underlying evaluation.⁷

Finally, SRI argues that the agency's best-value determination was flawed and failed to look behind the adjectival ratings assigned to the proposals. Comments at 8-11. The record shows otherwise. As noted above, the agency evaluated Abacus as having two significant strengths, three strengths, and no weaknesses under the critical services factor, and no strengths or weaknesses under the technical factor. AR, Tab 33, TODD at 6-7. SRI has not shown that the agency's evaluation of Abacus's proposal was unreasonable. In its best-value determination, the agency noted that Abacus's proposal "provides significant, tangible benefits to the [g]overnment and [is] deemed sufficiently more advantageous to the [g]overnment so as to justify payment [] of a higher price" and "reflected a far more superior understanding" of the critical services factor, which was significantly more important than the technical factor. *Id.* at 11. Thus, the record reflects that the agency meaningfully considered the offerors' proposals and reasonably concluded that the benefits Abacus offered were worth the price premium. Based on our review of the record, we find the agency's evaluation to be reasonable and reject SRI's argument regarding the best-value determination.

⁷ The agency's technical evaluation consensus, while not expansive, described SRI's lone strength under the critical services factor, and stated that SRI's proposal "meets the requirement" of the other aspects of the critical services and technical evaluation factors, without further analysis. AR, Tab 32, Technical Evaluation Consensus at 9-10. Where, as here, a protester asserts that an agency should have assessed additional strengths to various aspects of its proposal, we have stated that agencies are not required to document every aspect of their evaluation, particularly the reasons why a proposal did not receive a strength for a particular feature. *22nd Century Techs., Inc.*, B-416669.5, B-416669.6, Aug. 5, 2019, 2019 CPD ¶ 285 at 5.

The protest is denied.

Thomas H. Armstrong
General Counsel