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**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: SGT, Inc.

File: B-294722.4

Date: July 28, 2005

Andrew P. Hallowell, Esq. and Jennifer M. Morrison, Esq., Piliero, Mazza & Pargament PLLC, for the protester.

Amy J. Weisman, Esq., and Kevin P. Travis, Esq., Space and Naval Warfare Systems Command, for the agency.

Jonathan L. Kang, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of protester's cost proposal is denied where the agency's cost realism adjustments were reasonable.
 2. Protest challenging evaluation of protester's technical proposal is denied where the record supports the agency's evaluation.
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DECISION

SGT, Inc. protests the award of a contract to Systems Integration & Management, Inc. (SIM) under request for proposals (RFP) No. N00039-04-R-0005, issued by the Space and Naval Warfare Systems Command (SPAWAR) for a business, operations and administrative support services (BOASS) contract at the U.S. Navy SPAWAR Information Technology Center in New Orleans, Louisiana. The protester argues that the agency improperly evaluated its cost and technical proposal.

We deny the protest.

The RFP anticipates award of an indefinite-delivery/indefinite-quantity (ID/IQ) contract, which provides for cost-plus-award-fee and fixed-price-award-fee task orders. The competition was restricted to offerors who are participants in the Small Business Administration's 8(a) program for small, disadvantaged businesses. The RFP sought proposals to provide "all management, supervision, labor, administrative support, reporting requirements, supplies, and associated support services" required

to support the SPAWAR Information Technology Center. RFP at 1. The base performance period for the contract is 1 year, with four 1-year option periods.

The RFP states that award would be made to “the responsible Offeror whose offer conforming to the solicitation, is determined to provide the ‘best value’ to the Government.” RFP § M-2(a). The evaluation factors were, in descending order of importance: corporate experience and past performance, technical and management approach, ability to perform 50 percent of the work and manage subcontractors, personnel resumes, and transition plan. Id. at M-2(c). The non-cost evaluation criteria were “significantly more important than cost.” Id. at M-2(b).

Offerors were advised that the agency would review proposals for cost realism:

Cost realism will be performed on the cost proposal. The cost realism analysis shall (a) verify the proposed rates against [Defense Contract Audit Agency (DCAA)] audited rates; (b) assess the degree to which uncompensated overtime is utilized, and (c) assess escalation and how it is derived. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism analysis. The resulting realistic cost estimate will be used in the evaluation.

RFP § M-2.

SGT proposed to perform the contract utilizing the incumbent contractor, Systems Engineering & Security, Inc. (SES), as a subcontractor. Under SGT’s proposal, SGT would perform [deleted] percent of the work, with SES performing [deleted] percent of the work. Agency Report (AR), Tab 19, SGT Proposal, Vol. I., at C-7. All SGT personnel would be hired from SES’s incumbent staff, and the proposed direct labor rates for SGT and SES were based on that staff. Id., Vol. II, § 2.1.2.

The agency requested that DCAA audit offerors’ cost proposals. DCAA’s analysis of SGT’s and SES’s proposal stated that DCAA could not establish an evaluated rate for the majority of SGT’s proposed rates. AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 3; Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 3. After receiving DCAA’s report on SGT’s proposed costs, the Navy’s cost evaluation board (CEB) compared SGT’s and SES’s proposed rates to the evaluated rates from the next-most recent DCAA audit of SES’s rates under the incumbent contract, dated September 2003. AR, Tab 8, Original CEB Report, at 5. Based on its review of the September 2003 DCAA audit, the agency’s analysis concluded that SGT’s proposed costs could not be confirmed and adjusted its proposed costs upward by a total of [deleted]. Id.

The contract was initially awarded to SIM on August 23, 2004. Two disappointed offerors, other than SGT, filed protests with our Office. The agency advised our Office on October 13, 2004 that it would take corrective action in response to the protests, and we subsequently dismissed both protests as academic.

During its corrective action, the agency advised offerors that it would reevaluate existing proposals; offerors were not allowed to submit proposal revisions, but instead were instructed to either withdraw or extend their proposals under the same terms and pricing. The agency convened a new technical evaluation board (TEB) and CEB to reevaluate proposals, each with entirely new members. Memorandum of Law at 11. The reevaluation TEB reviewed each offeror’s proposal without consulting the original TEB’s work. Id. The reevaluation of SGT’s technical proposal produced lower ratings under several evaluation factors as compared to the initial evaluation. Protest at 6. The reevaluation CEB reviewed the work of the original CEB. AR, Tab 13, Reevaluation CEB Report, at 2-3. The reevaluation CEB first determined that the original CEB’s “overall methodology was sound,” and then reexamined the cost analyses performed for each offeror. Id. The reevaluation CEB concluded that the original CEB’s cost analysis of SGT’s proposal was reasonable, and made no changes to the cost realism adjustments. Id., attach. 12, at 1-2. The agency did not conduct discussions during the original or the revised evaluations.

After the reevaluation, SGT, SIM and a third offeror, were the three most highly-rated offerors among whom the agency conducted a cost-technical trade-off analysis. AR, Tab 7, Source Selection Decision (SSD), at 2. The agency evaluated these proposals as follows:¹

	SGT	SIM	Offeror C
Technical	Good, low risk	Outstanding, low risk	Good, low risk
Corporate Experience And Past Performance	Outstanding, low risk	Outstanding, low risk	Outstanding, low risk
Technical And Management Approach	Satisfactory, low risk	Outstanding, low risk	Outstanding, low risk
Ability To Perform 50% Of Work And Manage Subcontractors	Satisfactory, moderate risk	Outstanding, low risk	Good, low risk
Personnel Resumes	Good, low risk	Good, low risk	Marginal, moderate risk
Transition Plan	Good, low risk	Outstanding, low risk	Unsatisfactory, high risk
Proposed Cost	[deleted]	\$65,294,733	[deleted]
Evaluated Cost	[deleted]	\$68,514,755	[deleted]

Id. at 1, 4-5.

¹ Ratings for each evaluation factor were: outstanding, good, satisfactory, marginal and unacceptable. RFP § M-4.1. A risk rating of low, moderate, or high risk was also assigned each factor. Id. § M-4.2.

Based on its trade-off analysis, the agency's source selection authority again selected SIM for award on April 6, 2005. AR, Tab 7, SSD, at 6. Following its debriefing, SGT filed this protest.

DISCUSSION

Cost Realism Analysis

SGT contends that the agency improperly refused to accept its proposed costs and that the agency's cost realism analysis was flawed. Specifically, SGT alleges that the agency unreasonably ignored language in DCAA's audit that SGT argues approved its proposed direct labor rates and, consequently, improperly adjusted SGT's proposed rates based on DCAA's September 2003 audit of SES's direct labor rates under the incumbent contract.²

As discussed above, SGT proposed to perform the contract using SES personnel. SES would terminate certain of its personnel currently performing the incumbent contract and SGT would hire those individuals; the balance of the incumbent staff would be retained by SES to perform the subcontract work. AR, Tab 19, SGT Proposal, Vol. II, § 2.1.2. The majority of the labor categories, approximately two-thirds, were proposed for performance by both SGT and SES staff. AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 2; Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 2. The position of project manager would be provided by [deleted], while certain other positions would be performed exclusively by either SGT or SES personnel. *Id.* SGT explained that it would pay the same salaries currently provided for SES incumbent staff:

SGT will offer a salary that is at least equal to the incumbent employee's current salary. SGT will not reduce the base salaries of current incumbent employees who continue to perform the same work on the BOASS contract. We have assured this by working with the incumbent contractor, SES, and have developed average salaries for each proposed labor category that are based on the actual salaries of SES employees currently working on the contract.

AR, Tab 19, SGT Proposal, Vol. II, § 5.1.

² SGT additionally argues that the agency treated SGT unequally as compared to other offerors regarding certain elements of the cost evaluation. We find this allegation without merit. Based on our review of the record, we conclude that the agency treated similarly-situated offerors equally.

In its review of SGT's proposed costs, DCAA first evaluated the proposed rate for SGT's program manager. DCAA adjusted the proposed rate based on the salary identified in SGT's hiring letter, which indicated a higher rate. AR, Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 3.

Next, as relevant here, DCAA evaluated SGT's and SES's proposed labor categories that were exempt from the Service Contract Act (SCA). These categories comprised the bulk of the labor categories, and were to be performed by either or both SGT and SES at the same labor rates:

For Exempt personnel . . . [t]he labor rates for each labor category are based on the actual salaries of employees currently working on the [incumbent] contract. An average labor rate by labor category was calculated using these actual salaries. The SES labor category descriptions are consistent to the labor category descriptions provided in the solicitation and have been adopted for use by SGT.

AR, Tab 19, SGT Proposal, Vol. II, § 2.1.2.

Because SGT's and SES's proposed direct labor rates were based on SES incumbent staff, DCAA reviewed SGT's and SES's rates based on "average payroll data dated June 8, 2004," provided by SES to DCAA. AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 3; Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 3. DCAA's audit of SGT's and SES's cost proposals "verified the proposed direct labor rates to the contractor's supporting labor data."³ AR, Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 1. DCAA concluded that it could not establish evaluated rates for these labor categories:

SES furnished us with their category payroll data dated June 8, 2004. We compared the proposed base hourly rates to the payroll data. No differences were noted. However, the subcontractor informed us at the entrance conference that this is a Task Order proposal; and, as a result, the Tasks will be defined at negotiations. The subcontractor informed us that some of the SES personnel identified in this proposal will be terminated by SES and hired by SGT, Inc., the prime contractor. The employees who will be affected by this change will not be identified until after this contract is negotiated. Therefore, since we were unable to identify the employees who will be retained by SES and

³ DCAA also evaluated offerors' indirect rates. DCAA concluded that SES's proposed indirect rates were "in line with the historical rates." AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 5. DCAA determined that SGT's proposed G&A rate was [deleted], and adjusted it [deleted]. AR, Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 4-5. SGT did not protest this adjustment to its G&A rate.

could not determine the rate that the terminated individuals will be paid by the prime contractor, we were unable to establish evaluated base hourly rates for these labor categories.

AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 3; Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 3.

In its review of SGT's cost proposal, the original CEB concluded that, because DCAA could not evaluate SGT's and SES's proposed rates for SCA-exempt labor categories, an alternative means of cost analysis was required:

Since DCAA was unable to identify the employees who will be retained by SES and could not determine the labor rate that the terminated individuals will be paid by SGT, DCAA was unable to establish evaluated hourly rates for these labor categories. Thus, to perform a cost analysis, the CEB compared the proposed hourly labor rates to SES's, incumbent contractor, FY 2004 labor rates provided in [DCAA] Report No. 6311-2003D2800105 dated 9 September 2003.

AR, Tab 8, Original CEB Report, at 8.

The September 2003 DCAA audit analyzed SES's rates for performing the incumbent contract. AR, Tab 11, DCAA SES Cost Audit, Sept. 9, 2003, at 1. The original CEB analysis concluded that, based on a comparison of SGT's and SES's proposed rates with the SES rates in the September 2003 DCAA audit, there were "significant differences between the proposed direct labor base rates and the evaluated direct labor rates."⁴ AR, Tab 8, Original CEB Report, at 8. The original CEB's cost analysis of the proposed direct labor rates consisted of adjusting all of the direct labor rates

⁴ For the remainder of the SGT and SES labor categories, comprised of SCA non-exempt positions, DCAA compared the proposed rates to the applicable Department of Labor wage determination rates. As the reevaluation CEB chair explained, however, the agency was concerned that DCAA evaluated these proposed rates against the DOL wage determination, only, and did not review the actual salaries incurred by SES under the incumbent contract for these labor categories. The agency concluded that the proposed wage determination rates did not reflect the actual incumbent salaries because they were [deleted] the rates from the September 2003 DCAA audit of SES's rates. Hearing Transcript (Tr.) at 31:7-32:16, 92:5-93:-7. Consequently, for offerors, such as SGT, whose proposals relied upon using the incumbent workforce, the agency applied the September 2003 evaluated rates, regardless of whether DCAA had determined that the wage determined positions were in fact in line with the wage rates. Tr. at 181:2-8. We conclude that this adjustment was reasonable in light of the agency's concerns regarding SGT's proposed costs as being [deleted] experienced by SES under the incumbent contract.

for all labor categories, other than the program manager, to the level of the September 2003 rates.⁵ Id.

The cost realism adjustments to the direct labor rates increased SGT's evaluated direct labor costs by [deleted] and its overhead by [deleted]. The adjusted direct labor rates also increased SES's evaluated subcontract costs by [deleted]. Id. The original CEB then applied the SGT's adjusted G&A rate, resulting in an increase of [deleted]. Id. The adjustments to SGT's evaluated cost totaled [deleted]. Id.

Because the reevaluation CEB was responsible for the cost analysis that formed the basis for the award, our focus is on that CEB's cost realism analysis. As discussed above, the reevaluation CEB validated the original CEB's cost analysis methodology, confirmed the analysis of proposals, and, in the case of SGT, agreed that no changes were required to the original CEB's adjustments to SGT's cost proposal.

When an agency evaluates proposals for the award of a cost-reimbursement contract, an offeror's proposed costs are not considered controlling, because regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. Federal Acquisition Regulation (FAR) §§ 15.305(a)(1); 15.404-1(d). Consequently, a cost realism analysis must be performed by the agency to determine the extent to which an offeror's proposed costs represent what the contract should cost, assuming reasonable economy and efficiency. FAR § 15.404-1(d)(2); Hanford Env'tl. Health Found., B-292858.2, B-292858.5, Apr. 7, 2004, 2004 CPD ¶ 164 at 8-9. The evaluation of competing cost proposals requires the exercise of informed judgment by the contracting agency involved, since it is in the best position to assess the realism of cost and technical approaches and must bear the burden resulting from a defective cost realism analysis. Because the contracting agency is in the best position to make this determination, we review an agency's judgment in this area only to see that the agency's cost realism evaluation was reasonably based and not arbitrary. Hanford Env'tl. Health Found., supra, at 8-9. An agency's cost realism analysis need not achieve scientific certainty; rather, the methodology employed must be reasonably adequate and provide some measure of confidence that the rates proposed are reasonable and realistic in view of other cost information reasonably available to the agency as of the time of its evaluation.

⁵ In its cost analysis, the agency applied SGT's proposed rate for the program manager, and not the evaluated rate established by DCAA based on the individual's employment letter. The agency has acknowledged that using the proposed rate was an error by the original CEB, and was not corrected by the reevaluation CEB. Agency Post-Hearing Comments, at 3 n.12. However, because the incorrect rate used by the agency is in fact lower than the actual rate, there is no prejudice to SGT. See McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3; see Statistica, Inc. v. Christopher, 102 F.3d 1577, 1581 (Fed. Cir. 1996).

See Metro Mach. Corp., B-295744; B-295744.2, Apr. 21, 2005, 2005 CPD ¶ 112 at 10-11; Science Applications Int'l Corp., B-290971 *et al.*, Oct. 16, 2002, 2002 CPD ¶ 184 at 17.

SGT first argues that DCAA's audit of its cost proposal confirmed that SES's payroll submitted for purposes of DCAA's audit supported the proposed rates for the SCA-exempt labor categories. Specifically, SGT contends that DCAA compared the proposed salaries and labor rates, and that "[n]o differences were noted." AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 3; Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 3. Thus, SGT, argues, the agency improperly rejected its proposed rates.

While it is true that DCAA compared SES's labor rates to its payroll data, there is no basis in the record to conclude that DCAA intended to recommend that SGT's and SES's proposed rates to be accepted as a reasonable estimate of the labor rates that will be applicable to the contract. To the contrary, DCAA's reports for SGT and SES both indicated that DCAA was "unable to establish evaluated base hourly rates for these labor categories" because it was unclear how personnel would be distributed between the two firms. AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 3; Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 3. We find this conclusion reasonable, as each company proposed its own indirect rates, and thus allocation of an employee to either SGT or SES would affect the rate charged for that employee. Furthermore, although SGT proposed to pay "no less" than SES's current rates, this statement left open the possibility that SGT could pay more than the incumbent salaries. In any case, based on the data provided by SES, DCAA was unable to provide evaluated rates for the SCA-exempt positions, representing 18 of 25 SGT labor categories, and 17 of 25 SES labor categories. AR, Tab 10, DCAA SES Cost Audit, June 28, 2004, at 2; Tab 9, DCAA SGT Cost Audit, July 14, 2004, at 2.

During a hearing conducted by our Office, the reevaluation CEB chair stated that the reevaluation CEB understood DCAA's report regarding SGT's and SES's SCA-exempt labor categories to mean that SGT's approach of proposing labor categories that either SGT or SES employees might fill effectively precluded DCAA's analysis of the proposed rates because the allocation of employees between the companies was not known at the time of proposal submission. Tr. at 34:11-35:9; see also AR, Tab 8, Original CEB Report at 7-8; Tab 13, Reevaluation CEB Report, attach. 12, at 1.

Although a contracting agency can utilize the services of DCAA when performing a cost realism analysis rather than perform all aspects of the evaluation itself, the audit agency is but one tool upon which the agency may elect to rely. See Metro Mach. Corp., *supra*, at 11. In our view, the agency had a reasonable basis to conclude that the DCAA audit of SGT's and SES's cost proposal did not provide information that would allow the agency to accept the rates as proposed, and that therefore an additional analysis of the cost proposal was required.

SGT next argues that the agency unreasonably relied on the DCAA audit of SES's rates under the incumbent contract in September 2003 as the standard to evaluate

SGT's and SES's proposed direct labor rates.⁶ SGT challenges the use of the September 2003 rates asserting that these rates were outdated at the time proposals were submitted in May of 2004. SGT argues that SES had experienced turnover in its staff, which resulted in lower-cost staff replacing higher-cost staff during the months between the September 2003 DCAA audit of SES's rates, which were based on SES's August 29, 2003 payroll data for the incumbent contract, and the submission of SGT's proposal in May 2004. Protester's Comments at 5. SGT submitted as part of its comments exhibits showing staff turnover during this time. See Protester's Supplemental Comments, exh. 3. SGT, however, did not clearly demonstrate in its proposal (and during this protest, for that matter), that staffing changes had any effect on the proposed rates, i.e., that higher-salaried personnel who performed work for SES and were evaluated under the September 2003 audit were individuals who had left SES's employment, and that the salaries of lower-cost replacements for these individuals were the basis for the cost proposal in May 2004. It was SGT's obligation to demonstrate in its proposal the basis for the change in its rates from what the agency had experienced under the incumbent contract to the proposed rates inasmuch as it was SGT's burden to submit an adequately written cost proposal for the agency to evaluate, especially where, as here, offerors are specifically on notice that the agency intended to make award based on initial proposals without discussions.⁷ See EER Sys., Inc., B-290971.3, B-290971.6, Oct. 23, 2002, 2002 CPD

⁶ The reevaluation CEB chair stated that, prior to the issuance of the RFP, the agency used the September 2003 DCAA audit of SES's labor rates under the incumbent contract to establish a "benchmark" to develop the agency most probable cost estimate for the solicitation. Tr. at 54:18-56:15, 92:5-93:7. The original CEB also conducted a "spot check" analysis to compare SES cost data under the incumbent contract at the time of proposal submission to the September 2003 DCAA audit rates. Tr. at 116:7-117:4. The agency now contends that the benchmark and spot check analyses validated the use of the SES September 2003 audited rates for the cost realism analysis for SGT's proposal. As the agency acknowledges, however, the record contains no information regarding the methodology behind or results of the initial benchmarking or the spot check analyses. Tr. at 78:18-79:15, 93:8-18, 166:5-22. Although the agency submitted a declaration by the original CEB chair, concerning the spot check, this declaration also does not disclose any detail regarding the purported analysis. Original CEB Chair Decl. ¶ 2. Because the agency has not provided any evidence regarding these analyses, we find that they provide no support for the agency's actions in this procurement.

⁷ The RFP incorporated FAR § 52.215-1(f)(4), which states that the agency intends to award without discussions: "The Government intends to evaluate proposals and award a contracting without discussions with offerors . . . The offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint."

¶ 186 at 14. Because SGT's proposal provided no explanation regarding what SGT now says was a significant reduction in SES's previously incurred labor costs, in our view, the agency reasonably relied upon the most recent fully-audited rates provided by DCAA of SES's rates under the incumbent contract.⁸

In sum, we conclude that, in light of DCAA's inability to develop evaluated direct labor rates based on SGT's cost proposal and staffing approach, the agency's experience with SES's costs under the incumbent proposal as detailed in the September 2003 DCAA audit, and in the absence of other data in SGT's proposal that would address the agency's concerns, the agency's cost realism analysis was reasonable. The adjustments to both the SCA-exempt and non-exempt rates and the use of the September 2003 audited rates as the most recently evaluated rates were reasonable in light of the information available to the agency. This aspect of the protest is denied.⁹

⁸ During the course of this protest, the agency has offered several post-hoc explanations as to why the use of the September 2003 rates was appropriate. In addition to the benchmark and spot-check arguments, discussed above, the agency prepared for purposes of this protest several analyses of SES's cost data from various points in time under the incumbent contract, which the agency argued showed that SES's costs at the time of proposal submission in May 2004 were similar to those in September 2003. See Memorandum of Law at 20-21; Supplemental Memorandum of Law at 3-5; Hearing Exhs. 5-7. In general, although we consider the entire record, including statements and arguments made in response to a protest in determining whether an agency's selection decision is supportable, we accord greater weight to contemporaneous source selection materials rather than judgments made in response to protest contentions. See Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15. Here, because we conclude that the agency has neither sufficiently linked its post-protest rationales to contemporaneous decisions nor demonstrated that such rationales in fact support its decisions, we exclude these from our decision.

⁹ The protester additionally contends that the agency should have conducted discussions regarding its cost proposal. Where a solicitation advises offerors that award may be made on the basis of initial proposals without discussions, agencies have broad discretion in deciding whether to hold discussions. Modern Techs. Corp., B-278695 et al., Mar. 4, 1998, 98-1 CPD ¶ 81 at 14. Although discussions may have addressed doubts or concerns regarding SGT's cost proposal, the agency was within its discretion not to do so, and the protester's disagreement with that decision does not demonstrate that the agency's decision was unreasonable. Id.

Technical Evaluation

SGT raises several objections to the agency's evaluation of its technical proposal.¹⁰ In reviewing a procuring agency's evaluation of an offeror's technical proposal, our role is limited to ensuring that the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. Urban-Meridian Joint Venture, B-287168, B-287168.2, May 7, 2001, 2001 CPD ¶ 91 at 2. Our Office will not question an agency's evaluation judgments absent evidence that those judgments were unreasonable or contrary to the stated evaluation criteria. Kay & Assocs., Inc., B-291269, Dec. 11, 2002, 2003 CPD ¶ 12 at 4.

SGT argues that the agency improperly evaluated its technical proposal under eight areas for the technical and management approach evaluation factor, the ability to perform 50 percent of the work and manage subcontractors evaluation factor, and the transition factor. We have reviewed all of the protester's contentions and find them to be without merit. In each case, we conclude that the agency reasonably evaluated SGT's and SIM's proposals, and reasonably identified differences or similarities between the proposals that warranted their respective evaluation ratings.¹¹

For example, SGT argues that the agency improperly credited SIM with proposing a "Team SIM Council" that "advises the [program manager] on key issues," but did not find a similar strength in SGT's proposal. AR, Tab 22, SGT Proposal, at I.2.7-8. The agency's evaluation of SIM determined that:

SIM has proposed an advisory council with a charter that outlines the role and responsibility of the council. The council will assist in resolution of management issues and facilitate access to corporate resources. [deleted]

¹⁰ SGT notes that it received higher ratings under the initial evaluation as compared to the revised evaluation, and protests that the agency does not specifically provide a rationale for the lower scores. Where an agency conducts a reevaluation of offerors that results in a different ratings, we will not question the reasonableness of the revised ratings simply because they differ from the initial ratings--particularly where, as here, different evaluators were involved. We have long recognized that different evaluation panels can reasonably reach different conclusions regarding the quality of an offeror's proposal, given the subjective judgment necessarily exercised by evaluators. SOS Interpreting, Ltd., B-293026.4, B-293026.5, Aug. 25, 2004, 2005 CPD ¶ 25 at 7. As discussed above, we find no basis to challenge the reasonableness of those revised evaluations in a manner that prejudices SGT.

¹¹ We have reviewed all of the challenges raised by SGT to its technical evaluation and conclude that all issues not fully discussed herein also lack merit.

AR, Tab 20, Revaluation TEB Report, SIM Evaluation, at 3. SGT contends that its proposal offered the same benefits as SIM's. SGT's proposal, however, does not describe a formal council in the same manner as SGT, but instead states that [deleted]. AR, Tab 19, SGT Proposal, Vol. I, at B-16. SGT additionally notes that [deleted]. Id., Vol. I, at C-7.

Although SGT argues that its proposal offered strengths similar to SIM's, we believe that the agency reasonably identified discriminating features in SIM's proposal that warranted a strength for SIM, but not for SGT. SIM's proposal provided a formal organizational structure specifically charged with advising the program manager on management issues, whereas SGT's proposal provided only isolated references to general resources available to its own program manager. In sum, SGT provides no basis to challenge the agency's evaluation of strengths for SIM or the lack of a corresponding strength in its own proposal. Urban-Meridian Joint Venture, supra; Kay & Assocs., Inc., supra.

As another example, SGT contends that SIM was improperly given a strength for proposing a dedicated "risk manager" because this position was not a required position under the PWS. The agency determined that "SIM offered a detailed Risk Mitigation Plan," that "emphasizes pro-active planning and includes a dedicated risk manager." AR, Tab 21, Reevaluation Source Selection Advisory Counsel (SSAC) Report, at 40; Tab 20, Revaluation TEB Report, SIM evaluation, at 4. Since the RFP sought detailed technical proposals, and included technical evaluation criteria, offerors here were on notice that qualitative distinctions would be made under various evaluation factors. In such procurements, evaluation strengths properly may be found where a proposal includes enhancements or features not expressly identified in the solicitation, provided the strength is consistent with the stated evaluation criteria. Medical Dev. Int'l, B-281484.2, Mar. 29, 1999, 99-1 CPD ¶ 68 at 6-7. The RFP stated that evaluation elements for the technical and management approach evaluation factor included "[c]omprehensiveness of the proposed approach, and likelihood of successfully meeting the solicitation requirements," and "[c]omprehensiveness of Program Management Plan, including the demonstrated likelihood of successful program management to meet the solicitation requirements." RFP § M-2. The SIM proposal linked its risk management structure to the ability of the firm to provide the work required by the PWS without interruption. AR, Tab 22, SIM Proposal, Vol. I, at 2.20-21. We conclude that the agency reasonably credited SIM's proposal with a strength for offering a risk manager, consistent with the stated evaluation criteria.

SGT also argues that the agency improperly evaluated its proposal under the key personnel resumes evaluation factor. Offerors were required to provide at least 1, but no more than 10, key personnel resumes. RFP § L-6 at 95. SGT provided 6 resumes, of which 4 were found to exceed the minimum experience requirements, with the other 2 failing to meet the requirements. AR, Tab 21, Reevaluation SSAC Report, at 39.

For one of the project manager positions, the agency concluded that the proposed individual's experience did not clearly meet the RFP requirements for the position. SGT argues that the agency unreasonably determined that the proposed individual did not possess the required 5 years of specialized experience in "complete engineering project development from inception to deployment, expertise in management and control of funds, and managing multi-task contracts." AR, Tab 21, Revaluation TEB Report, SGT evaluation, at 7-8; Tab 18, revised labor category descriptions, at 1. With regard to the "management and control of funds" criterion, a review of the proposed individual's employment does not clearly demonstrate experience in this area. AR, Tab 19, SGT Proposal, Vol. I, at D-9-10. In its comments, the protester describes two of the proposed individual's positions, arguing that they together constitute the required 5 years of specialized experience. For these positions, however, the protester's summary shows that the proposed individual has only 3 years and 1 month "experience in management and control of funds." Protester's Comments at 16. We thus conclude that the agency's evaluation reasonably determined that the proposed project manager did not meet the RFP requirement for specialized experience.

For SGT's proposed customer service engineer supervisor, the agency concluded also that the proposed individual did not meet the minimum experience requirements. The RFP stated that the customer service engineer supervisor must have 11 years of general experience and 5 years of specialized experience. RFP, Revised Labor Category Descriptions, at 11. The agency determined that the proposed individual did not meet the 5-year requirement because experience was listed from October 1999 to the present. AR, Tab 20, Revaluation TEB Report, SGT evaluation, at 8-9; Tab 19, SGT proposal, Vol. I, at D-11. The agency argues that the individual's specialized experience should only have been counted up to the date of the proposal, which was May 2004, resulting in 4 years and 8 months. However, where the individual's resume says "to present," and the reevaluation took place in April 2005 following offerors' confirmation of their proposals, we think that the agency reasonably should have counted his experience as of the date of the reevaluation.

Nonetheless, we believe the agency reasonably determined that the overall general experience requirement of 11 years (the required 8 years plus 3 additional years to account for the individual's lack of a bachelor's degree) was not met because the description of the individual's experience with the Navy did not clearly meet the requirements of the RFP. The individual's resume provided only a general description of the individual's 20 years of experience in the Navy working on advanced data processing work analysis. AR, Tab 19, SGT Proposal, Vol. I, at D-11. This description did not clearly fit the RFP's requirement of 11 years of "information systems development, network and other work in the client/server field, or related fields." RFP, Revised Labor Category Descriptions, at 11. Although SGT argues that the agency could have reviewed his records to determine if this individual's work met the requirements, there is no obligation for the Navy to do so; to the contrary, it

is an offeror's obligation to fully detail how a key personnel resume meets the RFP requirements. Tessada & Assoc., Inc., B-293942, July 15, 2004, 2004 CPD ¶ 170 at 5-6.

The protest is denied.

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