



Comptroller General  
of the United States

15072

Washington, D.C. 20548

REDACTED VERSION'

## Decision

**Matter of:** Infotec Development, Inc.  
**File:** B-258198; B-258198.2; B-258198.3  
**Date:** December 27, 1994

Sarah M. McWilliams, Esq., Randall M. Stone, Esq., and Charles A. Patrizia, Esq., Paul, Hastings, Janofsky & Walker, for the protester.  
James C. Dougherty, Esq., and David R. Johnson, Esq., Gibson, Dunn & Crutcher, for Space Applications Corporation, an interested party.  
Robin D. Walmsley, Esq., and Gregory H. Petkoff, Esq., Department of the Air Force, for the agency.  
John L. Formica, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

1. Agency's upward adjustment of protester's proposed costs to reflect the agency's cost realism analysis of the protester's proposed labor escalation rates and overhead rates was reasonable where the protester failed to justify the reasonableness of its rates in its cost proposal and the agency determined that the rates proposed were unreasonable.
2. Agency properly made award based upon initial proposals without conducting discussions where the request for proposals advised offerors that the agency intended to award the contract on the basis of initial proposals and the agency reasonably determined, based on the particular circumstances of the procurement, that discussions were unnecessary.

"The decision issued December 27, 1994, contained proprietary information and was subject to a General Accounting Office protective order. This version of the decision has been redacted. Deletions in text are indicated by "[DELETED]."

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**DECISION**

Infotec Development, Inc. protests the award of a contract to Space Applications Corporation (SAC) under request for proposals (RFP) No. F04690-94-R-0204, issued by the Department of the Air Force for impartial test and evaluation analysis and long range planning for the Space Test and Evaluation Directorate, Onizuka Air Station, California. Infotec, the incumbent contractor, argues that the agency's evaluation of its and SAC's proposals was unreasonable, and that the agency improperly made award based upon initial proposals without conducting discussions.

We deny the protest.

The RFP provided for the award of a cost-plus-award-fee contract, for a base period of 1 year with four 1-year options. The contractor under the RFP will perform studies, analyses, and technical investigations of the feasibility and utility of new space test support concepts.

The RFP provided that award would be made to the responsible offeror whose offer, conforming to the solicitation, was determined most advantageous to the government, cost and other factors considered. The RFP listed the following evaluation factors and subfactors in descending order of importance:

1. Technical Management
  - (1) Program Management
  - (2) Studies and Analysis
  - (3) Planning
  - (4) Sample Study
2. Cost
3. General Considerations

The RFP stated, with regard to the subfactors listed under the technical management factor, that the program management evaluation subfactor was most important, with the studies and analysis and the planning subfactors being next and equal in importance, and the sample study evaluation subfactor being least important. The RFP also specified, with regard to the first three technical management evaluation subfactors, that the proposal's soundness of approach as well as personnel and resources would be considered, while for the sample study evaluation subfactor only the proposal's soundness of approach would be considered. Offerors were informed that their proposals would be evaluated under a color/adjectival rating scheme for each of the listed technical management evaluation

subfactors<sup>1</sup>, and would be evaluated for proposal risk to assess the risk associated with an offeror's proposed approach, and for performance risk to assess the probability of successful performance based upon the offeror's past and present performance.<sup>2</sup> The RFP stated that the proposals' color/adjectival, proposal risk, and performance risk ratings would "be given equal consideration in making an integrated source selection decision." The RFP also provided that cost proposals would not be separately evaluated under the color/adjectival rating scheme but would be evaluated for reasonableness, realism, and completeness.

The RFP incorporated Federal Acquisition Regulation (FAR) § 52.215-16, Alternate III, which states that the government intends to award a contract without discussions and encourages offerors to submit their best offers in their initial proposals. This clause also reserves the agency's right to conduct discussions if determined to be necessary.

The agency received six proposals, including those of SAC and Infotec, by the RFP's closing date.

The agency's source selection evaluation team (SSET) evaluated SAC's proposal under the program management and the studies and analysis subfactors as "blue/exceptional" with regard to soundness of approach and personnel and resources, and evaluated SAC's proposal under the planning subfactor as "blue/exceptional" with regard to soundness of approach and "green/acceptable" with regard to personnel and resources.<sup>3</sup> The SSET evaluated SAC's response to the sample study set forth in the RFP as "above average." SAC's proposal risk was considered "low" and its performance risk "moderate." The agency determined that SAC's cost proposal was reasonable, realistic, and complete, and made no probable cost adjustments to SAC's proposed cost of \$16,943,327.

The SSET evaluated Infotec's proposal under the studies and analysis and the planning evaluation subfactors as "green/acceptable" with regard to its soundness of approach and personnel and resources, and evaluated Infotec's proposal under the program management evaluation subfactor as "blue/exceptional" with regard to soundness of approach

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<sup>1</sup>The color/adjectival ratings were blue/exceptional, green/acceptable, yellow/marginal, and red/unacceptable.

<sup>2</sup>The evaluation ratings for proposal and performance risk were high, moderate, and low.

<sup>3</sup>Consistent with the terms of the RFP, the agency did not assign an overall color/adjectival rating to each proposal.

and "green/acceptable" with regard to personnel and resources. Infotec's response to the RFP's sample study was rated as "average," and Infotec's proposal was evaluated as having "low" proposal and "low" performance risk. The agency found Infotec's proposed cost was unreasonably low and made various probable cost adjustments.

Specifically, the agency, in its cost analysis, determined that Infotec's proposed labor escalation rate of [DELETED] percent was unreasonably low.<sup>4</sup> Infotec stated in its proposal, without further explanation or clarification, that its "escalation rate of [DELETED] percent per year is based on the previous four years of experience." In considering Infotec's proposed labor escalation rate, the agency found that labor rates typically escalate between 2.5 and 4 percent per year, and that Infotec, on the predecessor contract, had recently requested a provisional labor escalation rate for billing purposes of [DELETED] percent and had been allowed a provisional rate of [DELETED] percent. The agency concluded that Infotec had not adequately justified its proposed labor escalation rate of [DELETED] percent, and, based upon Department of Defense (DOD) inflation indices, applied an escalation rate of 3 percent to Infotec's labor rates in order to determine the most probable cost of Infotec's proposal.<sup>5</sup>

The cost analysis also concluded that the proposed declining overhead rates for the option years set forth in Infotec's cost proposal were unreasonable. Infotec's proposed overhead rate decreased from [DELETED] percent for the base year of the contract to [DELETED] percent for the 4th option year. The agency concluded that this approximate [DELETED] percent decrease in Infotec's overhead rate was not adequately supported, and calculated Infotec's most probable cost by applying Infotec's proposed base year [DELETED] percent overhead rate to each of the 4 option years.

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<sup>4</sup>Labor escalation provides for the increase in labor costs due to inflation or other usual salary increases over the life of a contract, and, as indicated here, is accomplished by the use of a percentage multiplier that is applied to proposed direct labor costs. General Research Corp., 70 Comp. Gen. 279 (1991), 91-1 CPD ¶ 183, aff'd, American Management Sys., Inc., Department of the Army--Recon., 70 Comp. Gen. 510 (1991), 91-1 CPD ¶ 492.

<sup>5</sup>Infotec's subcontractor's proposal provided for an escalation rate of [DELETED] percent and SAC's proposal was based upon an average escalation rate of [DELETED] percent.

As a result of its conclusions regarding Infotec's proposed labor escalation rate and overhead rates, the agency adjusted Infotec's proposed cost upwards by \$1,886,308, from \$16,249,941 to \$18,236,349.

The agency concluded that discussions were not necessary. The cognizant source selection official determined that SAC's proposal was "'head and shoulders' above the other proposals received," and that while SAC's proposed cost of \$16,943,327 was approximately 9 percent higher than the low-cost proposal (not Infotec's), which was evaluated as being significantly less desirable technically than SAC's proposal, or for that matter, a number of the other proposals received, "the difference in total price is more than offset by the superior characteristics of [SAC's] proposal." Accordingly, the agency determined that SAC's proposal represented the best overall value to the government, and made award to SAC.

Infotec protests that the agency's probable cost analysis of its proposal was unreasonable. Infotec argues that its proposed labor escalation rate of [DELETED] percent "was based on the best possible historical cost data and was well justified in its proposal." Infotec concedes that it proposed a provisional labor escalation rate of [DELETED] percent "approximately a year ago" on the predecessor contract, but argues that the proposed [DELETED] percent rate was "based on financial and economic assumptions which are no longer valid." Infotec explains here that under a "new accounting system" the firm is able to calculate escalation rates on a "facility-by-facility" basis rather than on a "company-wide" basis as had been done previously. Infotec asserts that because the work required under the RFP would be performed at Infotec's facility in Santa Clara, California, which Infotec claims has had an average per year labor escalation rate of [DELETED] percent over the past 4 years, its proposed labor escalation rate of [DELETED] percent should have been accepted by the agency, and that the agency's application of a labor escalation rate of 3 percent was unreasonable.

Infotec explains with regard to its proposed overhead rates that it used its actual burdened rates in calculating its proposed base year overhead rate of [DELETED] percent, and that using this rate as a baseline, it "made appropriate adjustments . . . to reflect proposed facility changes which [it] would have made if it had received award under the solicitation." Infotec concludes that because "it plainly alluded to these facts in its proposal," its proposed declining overhead rates for the option years should have been accepted by the agency, and that the agency acted unreasonably in calculating the probable cost of Infotec's

proposal by applying Infotec's proposed overhead rate for the base year to each of the option years of the contract.

When agencies evaluate proposals for the award of a cost reimbursement contract, an offeror's proposed estimated costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. FAR § 15.609(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, CAI, Inc.--Fed., 64 Comp. Gen. 71 (1984), 84-2 CPD ¶ 542. Because the contracting agency is in the best position to make this cost realism determination, our review of an agency's exercise of judgment in this area is limited to determining whether the agency's cost evaluation was reasonably based and not arbitrary. General Research Corp., supra, aff'd, American Management Sys., Inc.; Department of the Army--Recon., supra.

In our view, the agency's cost realism analysis and upward adjustment of Infotec's costs were reasonable. With regard to Infotec's proposed [DELETED] percent labor escalation rate, we agree with the agency that Infotec failed to adequately justify such a low escalation rate in its proposal. In this regard, as noted above, Infotec's proposal only stated with regard to Infotec's labor escalation rate that it was based on Infotec's "previous four years of experience," but did not include any explanation as to what this experience was. Infotec's assertions concerning this experience--that the [DELETED] percent rate is the same as that of the past 4 years at the facility at which the contract is to be performed and that Infotec is able to calculate the rate because of its new accounting system--appeared for the first time in Infotec's comments on the agency report. Since an agency's evaluation is dependent upon the information furnished in a proposal, it is the offeror's burden to submit an adequately written proposal for the agency to evaluate, especially where, as here, the offeror is specifically on notice that the agency intends to make award based on initial proposals without discussions. A Plus Serv. Unlimited, B-255198.2, Jan. 31, 1994, 94-1 CPD ¶ 52; Millar Elevator Indus., Inc., B-250992.2, Mar. 8, 1993, 93-1 CPD ¶ 212; Virginia Technology Assocs., B-241167, Jan. 29, 1991, 91-1 CPD ¶ 80. Although Infotec may be correct in its prediction about future labor cost escalation, it is the Air Force, not Infotec, that must bear the risk if actual rates are greater

than those predicted by Infotec in its proposal.<sup>6</sup> AmerInd, Inc., B-248324, Aug. 6, 1992, 92-2 CPD ¶ 85. As such, an agency should adjust cost proposals in its cost realism analysis to reflect the agency's reasonable projection of anticipated escalation in labor rates over the term of the contract, and where one proposal, such as SAC's, includes labor escalation and another, such as Infotec's, essentially does not, the proposals generally should be normalized to include anticipated labor escalation. See Sabre Sys., Inc., B-255311, Feb. 22, 1994, 94-1 CPD ¶ 129. Given the agency's history with Infotec on the predecessor contract, the fact that SAC's proposed labor escalation rate is approximately [DELETED] percent, and the DOD inflation indices, we find reasonable the agency's determination to calculate Infotec's most probable cost by applying a labor escalation rate of 3 percent. Sabre Sys., Inc., supra; AmerInd, Inc., supra.

We also find reasonable the agency's upward adjustment of Infotec's proposed cost based upon the agency's application of Infotec's proposed overhead rate for the base year of the contract to each of the option years. We agree with the agency that Infotec did not provide support in its proposal for overhead rates which declined a total of [DELETED] percent over the contemplated 5 years of performance. Infotec's proposal states that its proposed overhead rate for the base year of the contract is based on "the most recent [Defense Contract Audit Agency] DCAA audit," and that the rates on which the calculation for Infotec's base year overhead rate is derived were established by DCAA "as provisional billing rates." Infotec goes on to state in its proposal that it made "two deviations to the billing rates that were disclosed to the [Defense Contract Audit Agency] DCAA," with the first being "the implementation of a reduced benefits package for certain category of employees" and the second being "a facility rate decrement due to a facilities rent offset." Even operating under the assumption that these "deviations" formed the basis of Infotec's declining overhead rates for the option years, they do not provide sufficient information to enable the agency to determine the effect of these "deviations" on Infotec's overhead rates in any quantifiable or reasonable manner. Because of the agency's experience that companies doing business with the government have overhead rates that generally either remain constant or go up over extended periods of performance, rather than decline, and given Infotec's failure to explain or justify its unusual declining overhead rates, the agency acted reasonably in applying Infotec's proposed overhead for

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<sup>6</sup>In any event, we are not persuaded that this low rate is reasonable, even based upon Infotec's protest comments.

the base year to each of the option years in calculating the most probable cost of Infotec's proposal.<sup>7</sup> AmerInd, Inc., supra.

In sum, the record supports the reasonableness of the agency's upward adjustment of Infotec's proposed costs by \$1,886,308, from \$16,249,941 to \$18,236,349.

Infotec protests that the agency's determination to make award based upon initial proposals without discussions was unreasonable. Infotec argues here that SAC's proposal as submitted contained "two major deficiencies" which could only be corrected through discussions. Specifically, Infotec contends that SAC's proposal is ambiguous as to SAC's proposed award fee, and that SAC's proposal needs to be clarified as to whether or not SAC intends to use uncompensated overtime in the performance of the contract.

As recognized by the agency during its evaluation of SAC's proposal, although SAC identified its proposed award fee as 8 percent on the second page of the introduction to its cost proposal and in a model contract included in its proposal, SAC's proposal also set forth the award fee as 10 percent in the tables included in the introduction which summarize SAC's cost proposal, on the price schedule, on the Standard Form 1411 - Contract Pricing Proposal Cover Sheet, in numerous places on six pages of data comprising a more detailed summary of SAC's costs, and finally, in SAC's narrative explaining the bases of SAC's proposal. The agency determined that while clarification as to the SAC's intended award fee would be needed, it was clear from SAC's proposal that SAC had intended to propose an award fee of 10 percent, and that the proposal should be evaluated on this basis. The agency maintains that the two entries in

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<sup>7</sup>Further, Infotec's explanation that the declining overhead rates were calculated using the base year overhead rate of [DELETED] percent as a baseline with "appropriate changes . . . to reflect proposed facility changes which [Infotec] would have made if it received award under the solicitation," appeared for the first time in Infotec's comments on the agency report. As indicated in our discussion of the agency's analysis of Infotec's proposed labor escalation rate, Infotec's explanation of its declining overhead rates provided for the first time in its comments on the agency report, even if persuasive, would not render unreasonable the agency's determination that Infotec failed to adequately justify its proposed overhead rates in its proposal. Virginia Technology Assocs., supra.



SAC's proposal which identify its proposed award fee as 8 percent were obvious clerical errors which were properly corrected after award.<sup>8</sup>

We agree with the agency that the two entries identifying SAC's award fee as 8 percent constitute minor irregularities or clerical errors, in light of the numerous proposal entries making it clear that the intended award fee was 10 percent. This minor irregularity or clerical error did not, as asserted by the protester, require that discussions be held with SAC, and thus with any other competitive range offerors, or the rejection of SAC's proposal as unacceptable. See Unitor Ships Serv., Inc., B-245642, Jan. 27, 1992, 92-1 CPD ¶ 110.<sup>9</sup>

Infotec argues that the agency was required to conduct discussions with SAC to verify what Infotec characterizes as the "express[] denial [in SAC's proposal] that it had any intention to employ overtime in performing" the contract. Infotec asserts that SAC's statement cannot be accepted as accurate without verification in light of SAC's "publicly stated policy requiring . . . uncompensated overtime" of its employees;<sup>10</sup> Infotec argues that the topic of uncompensated overtime should have been explored through discussions

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<sup>8</sup>The agency furnished with its agency report a copy of the contract awarded to SAC which provides for an award fee of 10 percent.

<sup>9</sup>Where, as here, a "minor irregularit[y]" or "mistake" is discovered by the agency prior to award, the agency is required to advise the offeror prior to award of the suspected mistake and seek verification. FAR § 15.607. The agency did not do so here, but rather, proceeded to award the contract to SAC and then sought verification of SAC's proposed award fee after award. However, because the agency was aware of the error in SAC's proposal and could have properly obtained clarification from SAC prior to award, the agency's action here constitutes a procedural error which did not prejudice the protester. See Commercial Data Center, Inc., B-256894, Aug. 8, 1994, 94-2 CPD ¶ 64.

<sup>10</sup>"Uncompensated overtime" refers to the overtime hours (hours in excess of 8 hours per day/40 hours per week) incurred by salaried employees who are exempt from the coverage of the Fair Labor Standards Act, 29 U.S.C. § 202 (1988). Under this act, exempt employees need not be paid for hours in excess of 8 hours per day or 40 hours per week. See General Research Corp., *supra*.

because the RFP prohibited the use of uncompensated overtime in the performance of the contract.<sup>11</sup>

This argument is without merit because it is predicated on Infotec's misunderstanding of the solicitation and SAC's proposal. As explained below, the RFP did not prohibit the use of uncompensated overtime in the performance of the contract, and SAC's proposal indicated that SAC may use uncompensated overtime in the performance of the contract.

The RFP stated that the agency would evaluate cost proposals for reasonableness, realism, and completeness. To facilitate this, the RFP required that offerors' cost proposals set forth, among other things, cost summaries, wherein each offeror was to provide "its proposed cost, by major cost element, for each labor category." The RFP stated here that "[h]ourly rates and overhead rates must be based on a 40-hour week. The Government will not recognize costs for uncompensated overtime." This language does not equate to a prohibition of the use of uncompensated overtime during the performance of the contract, and as such, does not require that proposals offering uncompensated overtime be rejected. Rather, it informs offerors that the agency will not consider in its cost evaluation reduced or deflated hourly labor rates based upon the use of uncompensated overtime.<sup>12</sup> See PAI, Inc., 67 Comp. Gen. 516 (1988), 88-2 CPD ¶ 36; Hardman Joint Venture, B-224551, Feb. 13, 1987, 87-1 CPD ¶ 162.

Further, the protester's assertion that SAC's proposal provided that SAC "would not employ uncompensated overtime" in performing the contract is simply incorrect. In this regard, SAC included the following statement in its cost proposal:

"In accordance with the requirements of the RFP, our team has priced this effort with direct rates based on a 40-hour work week without impact for

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<sup>11</sup>The protester actually argues that because of the terms of the RFP, offers proposing the use of uncompensated overtime should have been rejected as "nonresponsive." Responsiveness, however, is a concept related to sealed bidding, not negotiated procurements. Noslot Cleaning Servs., Inc., B-251264, Mar. 18, 1993, 93-1 CPD ¶ 243.

<sup>12</sup>Infotec also asserts, without providing any citation, that a contractor's use of uncompensated overtime in the performance of the contract "violat[es] . . . applicable law." We are unaware of any law or regulation prohibiting exempt employees from performing uncompensated overtime. General Research Corp., *supra*.

uncompensated overtime. [SAC] understands the necessity for this requirement to enable the [g]overnment to perform cost and pricing analysis in a competitive procurement. However, it should be noted that [SAC] is implementing a 'Full Time Accounting' (FTA) system effective 1 July 1994, whereby all hours worked are recorded, including uncompensated overtime. [SAC] has historically received approximately [DELETED] percent uncompensated overtime from its professional employees, and the resultant actual cost per hour will reflect the lower rate under the FTA."

This section provides, in other words, that the hourly labor rates set forth in SAC's cost proposal, as required by the RFP, are based upon a 40-hour week and do not reflect uncompensated overtime. This explanation also informs the agency that during SAC's performance of the contract SAC's employees may work, without compensation, hours in excess of 40 per week, and that should this occur, the agency would be billed for this labor at rates which reflect the reduction in labor costs resulting from the uncompensated overtime provided.<sup>13</sup>

Accordingly, there is no basis for finding that discussions should have been held with SAC.

Infotec also contends that the agency's determination not to conduct discussions was unreasonable because the agency "has produced no evidence that discussions would have involved any undue burden," and the lack of discussions essentially mandated that award be made to SAC. Infotec further contends that the agency was required to conduct discussions in order to provide Infotec with the opportunity to improve its proposal such that it would receive higher color/adjectival ratings under certain evaluation subfactors, and to provide the protester with an opportunity to justify its proposed costs.<sup>14</sup>

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<sup>13</sup>This method of accounting for the performance of uncompensated overtime by exempt employees is considered acceptable by the DCAA. See DCAA Audit Manual ¶ 6-410.4(1); General Research Corp., supra.

<sup>14</sup>Infotec also protests that the agency was required under Air Force Regulation (AFR) 70-15 to conduct discussions with SAC, and any other competitive range offerors, because the agency evaluated SAC's performance risk as "moderate." This procurement was conducted under the streamlined source selection procedures of AFR 70-30, rather than the formal source selection procedures for major acquisitions of 70-15,  
(continued...)

Where, as here, an RFP sets forth the provisions of FAR § 52.215-16, Alternate III, advising offerors of the agency's intent to award without conducting discussions, the agency may properly do so, even to an offeror which did not propose the lowest price (like SAC), provided that the contracting officer determines that discussions are unnecessary. FAR § 15.610(a)(4); TRI-COR Indus., Inc., B-252366.3, Aug. 25, 1993, 93-2 CPD ¶ 137. While the contracting officer has the discretion to decide whether or not to hold discussions, we will review the exercise of that discretion to ensure that it was reasonably based on the particular circumstances of the procurement, including consideration of the proposals received and the basis for the selection decision. The Jonathan Corp.; Metro Mach. Corp., B-251698.3; B-251698.4, May 17, 1993, 93-2 CPD ¶ 174.

There is no requirement in law or regulation that an agency, which has included FAR § 52.215-16, Alternate III, in a solicitation, show that the conduct of discussions would cause it "undue burden" prior to making award based upon initial proposals without discussions. See 10 U.S.C. § 2305(b)(4)(A)(ii) (Supp. V 1993); FAR §§ 15.610 and 52.115-16, Alternate III. Nor is there anything improper in an agency's making award based upon initial proposals where only one offeror submits an offer which the agency determines acceptable. See Analytical Chemists, Inc., B-256037, Apr. 29, 1994, 94-1 CPD ¶ 283; Benton Corp., B-249092, Oct. 21, 1992, 92-2 CPD ¶ 264. Finally, there is no requirement that the agency afford an offeror, such as Infotec, the opportunity to improve its proposal such that it would receive a higher color/adjectival rating in the agency's evaluation, or to justify proposed costs determined unreasonable by the agency in its evaluation of initial proposals. See Scientific-Atlanta, Inc., B-255343.2; B-255343.4, Mar. 14, 1994, 94-1 CPD ¶ 325; A Plus Serv., Unlimited, supra. Since the solicitation advised offerors that the agency intended to make award without discussions, Infotec could not presume that it would have a chance to improve its proposal through discussions. Scientific-Atlanta, Inc., supra. The burden was on Infotec to submit an initial proposal that adequately demonstrated its own merits, and the protester ran the risk of not receiving award by failing to do so. Id. Based on our review, we

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<sup>14</sup>(...continued)

and, in any event, the Air Force regulations at issue here are internal instructions to aid agency personnel and do not provide outside parties with any legal rights. Sabreliner Corp., B-242023; B-242023.2, Mar. 25, 1991, 91-1 CPD ¶ 326; American Contract Servs., Inc., B-225182, Feb. 24, 1987, 87-1 CPD ¶ 203.

find reasonable the agency's decision to make award based upon initial proposals without discussions. See TRI-COR Indus., Inc., supra.

Infotec protests that the agency "improperly applied a system of distinctions or gradations within individual [c]olor/[a]djectival ratings" and gave undue weight to the color/adjectival ratings of offerors in making its source selection, and gave more emphasis to the weaknesses in Infotec's proposal than appropriate. The protester contends that "the Air Force could only conclude that SAC's and [Infotec's] proposal[s] were equivalent or nearly equivalent in terms of technical merit." (Emphasis deleted.) We need not consider this aspect of Infotec's protest on the merits because there is simply no possibility that Infotec was prejudiced by the agency's allegedly improper evaluation. In this regard, the alleged evaluation impropriety did not result in an award that otherwise would not have been made because even if Infotec's proposal is technically equivalent to SAC's, SAC's most probable cost of \$16,943,327 is significantly lower than Infotec's most probable cost of \$18,236,349 as reasonably determined by the agency. See Empire State Medical, Scientific and Educ. Found., Inc., B-238012, Mar. 29, 1990, 90-1 CPD ¶ 340.

Infotec protests that its debriefing was inadequate. This is a challenge to a procedural matter concerning agency actions after award which are unrelated to the validity of the award and are not generally reviewed by our Office. Sarasota Measurements & Controls, Inc., B-252406.3, July 15, 1994, 94-2 CPD ¶ 32.

The protest is denied.

Robert P. Murphy  
General Counsel