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

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Decision

Matter of: Science Applications International Corporation

File: B-406899

Date: September 26, 2012

James J. McCullough, Esq., Michael J. Anstett, Esq., and Brian M. Stanford, Esq., Fried, Frank, Harris, Shriver & Jacobson LLP, for the protester.

Carl J. Peckinpaugh, Esq., and Shaun C. Kennedy, Esq., Computer Sciences Corporation, the intervenor.

Mark Langstein, Esq., Florence N. Bridges, Esq., and Richard S. Brown, Esq., Department of Commerce, for the agency.

Pedro E. Briones, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of an agency's organizational conflict of interest (OCI) determination is denied where agency reasonably investigated protester's and awardee's possible OCI and the protester does not show that the agency's judgment is unreasonable.

2. Protest of an agency's technical evaluation is denied where agency reasonably evaluated proposals consistent with the stated evaluation criteria and documented qualitative differences between the protester's and awardee's proposals.

DECISION

Science Applications International Corporation (SAIC), of McLean, Virginia, protests the award of a contract to Computer Sciences Corporation (CSC), of Fort Worth, Texas, under request for proposals (RFP) No. QA1330-10-RP-0111, issued by the Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), for technical support services for the National Data Buoy Center (NDBC).

We deny the protest.

BACKGROUND

The NDBC is an agency within NOAA that provides meteorological and environmental monitoring data from buoys and other systems. Among the center's responsibilities is the operation and maintenance of the national data buoy network, a system of weather buoys of differing sizes and mooring configurations. The procurement at issue here is to obtain various technical support services for the NDBC.

The RFP provided for the award of a cost-plus-fixed-fee, level-of-effort contract, for technical support services for a base year and 4 option years, and included a fixed-price line item for a phase-in period and line items for optional equipment. RFP amend. 6, at 15, 55. A detailed statement of work (SOW) was included that described the various technical support services required. RFP amend. 6, SOW, at 3. Among other things, the contractor will provide engineering and design services to improve, upgrade, and expand NDBC infrastructure, including ocean observation equipment such as buoys and wave gliders.¹ See id. at 10. The contractor will fabricate bench test models and prototypes of new systems and conduct design reviews. The contractor will also compare, assess the costs of, and recommend new marine observation technology, as well as analyze performance and recommend changes to currently deployed systems.² See id. at 10-11.

Prior to issuing the RFP, the CO determined that performance of the contract may pose significant organizational conflicts of interest (OCI). See Agency Report (AR), Tab 3.j, OCI Determinations & Findings, at 1. She found that providing conceptual, feasibility, and cost benefits studies of relevant technology could give rise to an unequal access to information OCI, because the contractor may have access to competitors' proprietary information and gain a competitive advantage in that regard. See id. at 1-2. Moreover, the CO found that reviewing, evaluating, or defining technical requirements could pose an impaired objectivity OCI because the contractor might favor its or its affiliates' products. Id. at 2. In this respect, she also found a potential biased ground rules OCI that could diminish the contractor's capacity to give impartial, technically sound, and objective assistance and advice.

¹ Unlike a weather station buoy, a wave glider (which also contains a weather station) is unmoored, can be steered remotely, and uses wave energy for propulsion. See www.ndbc.noaa.gov/glider_launch.shtml. Liquid Robotics, Inc., had provided a wave glider to NDBC, which is being used on an experimental basis. Contracting Officer's (CO) Statement at 18.

² The contractor will also support operation and maintenance of NDBC's various ocean observation networks, including the tsunami observing network, SOW at 4, and provide various field activities, such as recovery and maintenance of buoys, vessel services, and logistical support. Id. at 6-7.

Id. The CO noted three known possible offerors that build and sell ocean monitoring equipment, including SAIC, that could potentially submit a proposal for the acquisition and give rise to such OCIs.³ Id.

The RFP included DOC Acquisition Regulation (CAR) clause 1352.209-70, Potential Organizational Conflict of Interest-Alternate I (Apr. 2010). RFP amend. 6, at 56-57. The clause informed offerors of the potential OCIs described above and advised them that restrictions were needed to ensure that the contractor would not supply, either as a prime contractor, subcontractor, or consultant, any product, item, or major component related to the range of services required under the SOW. See id., citing 48 CFR § 1352.209-70 and Federal Acquisition Regulation (FAR) subpart 9.5, Organizational and Consultant Conflicts of Interest. Offerors were required to provide the contracting officer with complete information regarding products that are or may be offered for sale that could be incorporated as part of NDBC's ocean observing system, and to describe mitigation efforts for potential conflicts of interest. Id.

The RFP provided for award on a best value basis, considering cost/price and the following non-price evaluation factors, listed in descending order of importance: management and technical approach; corporate experience; past performance; and extent of small disadvantaged business (SDB) participation. Id. at 58-59. Offerors were informed that the non-price factors, when combined, were significantly more important than cost/price. Id. at 58.

With respect to the management and technical approach factor, offerors were required to demonstrate their understanding of, and proposed methodology for, accomplishing the SOW requirements. RFP amend. 8, at 3. Among other things, offerors were required to address quality assurance, quality control, and standard operating procedures, including the offeror's plan for ensuring rigorous quality control and assurance procedures for evaluating products before delivery to the government. Id. Offerors were also required to identify all subcontractors and their areas of work, as well as describe how the offeror would manage the subcontracted effort and its strategy for providing a seamless organization with clear accountability and authority. See id.

With respect to the SDB participation factor, offerors were required to demonstrate a commitment to the agency's SDB participation goal of 12 percent of the total contract value. See RFP amend. 6, at 50. Among other things, offerors were instructed to identify their total SDB participation by team members and

³ The contracting officer noted that SAIC holds a license with NOAA to build and sell the Deep-ocean Assessment and Reporting of Tsunamis (DART) system. AR, Tab 3.j, OCI Determinations & Findings, at 2.

subcontractors, as well as the extent to which SDB concerns were specifically known and anticipated for identifiable work. See id. at 50-51. Offerors were also required to discuss their past experience in complying with SDB subcontracting goals. Id. at 51. The RFP informed offerors that their SDB participation goals would be incorporated, and identified SDB concerns listed, in the resulting contract. Id.

NOAA received proposals from six offerors, including CSC and SAIC. CO's Statement at 6. SAIC proposed to allocate [DELETED] percent of the total contract value to three SDB subcontractors, one of whom would perform [DELETED] percent under [DELETED], among other things. See AR, Tab 4.a, SAIC Technical Proposal, at 1-2. SAIC also certified that its performance of the effort currently did not result in an OCI. See AR, Tab 4.a, SAIC Business Proposal, at 19; Tab 5.b, Pre-Negotiation Business Case Memorandum (BCM), at 73. SAIC also disclosed that it sells two types of tsunami buoys that it believed were not likely to become part of NDBC's ocean observation systems, but suggested two possible mitigation approaches if NDBC were to consider or procure either product. See id. SAIC suggested that the agency could [DELETED]. Id. Alternatively, SAIC suggested that it could [DELETED]. Id.

CSC stated in its proposal that it did not offer for sale any equipment or products that could be incorporated as part of the ocean observation buoy system. See CO's Statement at 9; AR, Tab 5.b, Pre-Negotiation BCM, at 30. As part of its technical and management approach, CSC proposed to establish an advisory board--chaired by the firm's vice president--that would meet regularly to support CSC's technical program manager and NDBC by, among other things, monitoring new developments in areas such as wave gliders and other technology. See AR, Tab 7.b, CSC Technical Proposal, at A-2b. CSC's proposal stated that, prior to final determination of advisory board review topics and soliciting any advice from the board, CSC and board members would perform an internal OCI screening to ensure that there are no potential OCI issues pertaining to any board participant. Id. at A-2c. In this regard, CSC stated that if the screening indicated any possibility of a real or perceived potential OCI, CSC would disclose this to the contracting officer and take actions to fully eliminate or mitigate the potential OCI concerns, including recusal of board members from the topic. Id. As relevant here, CSC proposed to subcontract with Oceaneering International, Inc., to provide field maintenance, vessel services, and logistics, and indicated that the subcontractor had complex offshore engineering and fabrication experience with specialty systems and marine equipment. Id. at A-2c, 17.

After receipt of initial proposals, the agency searched CSC's and Oceaneering's websites and confirmed that these firms did not sell products relevant to NDBC. See CO's Statement at 9, 18; AR, Tab 5.b, Pre-Negotiation BCM, at 30. The agency also searched the Federal Awardee Performance and Integrity Information System (FAPIS) website and found no negative reports regarding the integrity or

performance by CSC on any federal contracts. AR, Tab 5.b, Pre-Negotiation BCM, at 30.

After initial evaluations, the agency established a competitive range consisting of four offerors, including CSC and SAIC, and conducted discussions with those offerors. CO's Statement at 8-9. During discussions, NDBC informed SAIC that the agency did not agree that SAIC's performance of the work would not result in an OCI. AR, Tab 6.a, SAIC Discussions, at 11. The agency advised SAIC, among other things, that its proposal did not provide a good description of its proposed [DELETED] solution and how it would eliminate [DELETED]. Id. at 13. The agency requested that SAIC provide additional information in that regard and explain how that procedure would eliminate an impaired objectivity OCI. See id. With regard to SDB participation, the agency identified as a weakness that, while SAIC proposed [DELETED] percent SDB participation, [DELETED] percent is for a SDB contractor that would provide, among other things, [DELETED]. See id. at 5. The agency also identified as a weakness that SAIC's proposed level of effort for staffing these areas was small and that it was not clear how SAIC would meet the SDB goal through its proposed direct labor. See id.

During CSC's discussions, the agency did not raise the issue of potential OCIs because, according to the agency, it had no knowledge of any potential OCIs for the firm. See id. at 9; AR at 26-27; AR, Tab 8.b, Post-Negotiation BCM, at 8-17. With regard to SDB participation, the agency informed CSC that its proposed SDB participation was below the agency's 12 percent goal, that the agency had calculated CSC's SDB participation to be only 8 percent for labor, and that CSC had not provided details for its proposed 5 percent SDB participation for other direct costs (ODC) and materials. See id. at 12.

The firms' revised proposals were rated as follows:⁴

⁴ As relevant here, under the agency's evaluation plan and rating scheme (which was not provided to offerors), a very good/low risk rating reflected a proposal that contained a good management and technical approach that would likely ensure very good contract performance and provide benefits to the NDBC ocean observing systems, with some potential to cause disruption of schedule, increased cost, or degradation of performance, but that normal contractor emphasis and government monitoring would likely overcome difficulties. See AR, Tab 2.b, Source Selection Plan, at 7-8. With regard to SDB participation, an acceptable rating reflected a proposal that met the 12 percent goal; demonstrated a plan to use SDB concerns; and past compliance with SDB goals instilled confidence that the offeror would meet its proposed goal. Id. at 10.

	CSC	SAIC
Management/Technical Approach	Very Good/Low Risk	Very Good/Low Risk
Corporate Experience	Significant Confidence	Significant Confidence
Past Performance	Significant Confidence	Confidence
SDB Participation	Very Good	Acceptable
OVERALL	Very Good	Acceptable

AR, Tab 8.c., Final Source Evaluation Board (SEB) Report, at 18.

SAIC's overall acceptable rating reflected the agency's assessment that SAIC demonstrated an in-depth understanding of NDBC's mission, that its corporate experience as the incumbent was highly relevant, and that SAIC's proposed subcontractors had significant experience. Id. at 10-12. With respect to the extent of SDB participation factor, the agency found that SAIC offered an acceptable approach for meeting SDB participation goals and demonstrated that it had exceeded such goals on previous contracts. The SEB also found, however, that SAIC's plan included [DELETED] from an SDB concern, and that--although SAIC stated that [DELETED]--SAIC did not detail what SOW areas or labor categories would receive this additional SDB labor. See id. at 12.

With respect to potential OCIs, the agency noted that SAIC was the only offeror to identify a potential OCI concern and that SAIC had provided an OCI Mitigation Plan in its proposal. Id. at 19. The agency agreed with the CO that SAIC had an overall high risk in this area because SAIC did not demonstrate that it could mitigate potential impaired objectivity OCIs for itself and for a subcontractor.⁵ See id. at 21. Specifically, the CO determined that SAIC's mitigation plan [DELETED] would increase costs because [DELETED]. Id. at 22; attach. III, Potential Organizational Conflict of Interest Report, at 13. She also determined that the [DELETED] mitigation plan would be impractical to administer because [DELETED]. Id. Moreover, the agency was concerned that [DELETED].⁶ Id.

⁵ The CO prepared a lengthy report detailing SAIC's potential OCI that the SEB included as an attachment to its final report. AR, Tab 8.c., Final SEB Report, attach. III, Potential Organizational Conflict of Interest Report.

⁶ The agency otherwise found reasonable and practicable SAIC's mitigation plan to [DELETED]. See Tab 8.c, Final SEB Report, at 20; attach. III, at 12. The agency also found reasonable and practicable SAIC's proposal to [DELETED]. See id. at 13.

In contrast, CSC's overall very good rating reflected the agency's assessment that CSC's proposal provided many benefits to NDBC, including a positive impact on the operation and maintenance of NDBC's ocean observation systems, efficiencies, and cost savings. AR, Tab 8.c., Final SEB Report, at 22-23. Among other things, the agency found a significant strength in CSC's commitment to seek certification from the International Organization for Standardization (ISO) within 12 months of contract award. Id. at 22. The agency also found that CSC proposed a reasonable approach to set aside 16.1 percent of the total cost of the contract for SDB participation, including 13.3 percent for labor, which exceeded the agency's 12 percent goal. Id. at 23.

The final cost/price proposals were evaluated by the agency's cost evaluation team. CO's Statement at 13; AR, Tab 8.b., Post-Negotiation BCM, at 60-69, 83-91. CSC's most probable cost was evaluated to be \$88,187,439, and SAIC's was \$89,777,248.⁷ AR, Tab 8.b., Post-Negotiation BCM, at 61. The SEB reviewed the cost and technical evaluations, as well as the CO's OCI findings, and recommended that award be made to CSC as the offeror with the lowest-cost, highest-rated proposal. The SSA agreed with the SEB and selected CSC's proposal for award. AR, Tab 9.b., Source Selection Decision.

This protest followed a debriefing.

DISCUSSION

SAIC raises a number of challenges to the agency's OCI determinations, evaluation of technical proposals, and selection decision. We have considered all of SAIC's arguments, although we only discuss the primary ones, and we find no basis to sustain the protest.

Organizational Conflicts of Interest

SAIC argues that the agency improperly evaluated its approach to mitigating potential OCIs, and treated SAIC and CSC disparately. See Protest at 24-28; Protester's Comments at 9-15. The protester asserts that NOAA's concern--that an impaired objectivity OCI could arise because SAIC and/or its subcontractors may have to evaluate its or a competitors' product--is misplaced and arbitrary because SAIC and its subcontractors [DELETED]. See Protester's Comments at 13-14. Moreover, according to SAIC, the agency failed to recognize that the possibility it may purchase the type of products at issue here is remote. See id. at 14.

⁷ The agency made no cost realism adjustments to SAIC's proposed costs, but CSC's proposed costs were upwardly adjusted. AR, Tab 8.c., Final SEB Report, at 19.

In contrast, SAIC complains that NOAA simply relied on CSC's claim that it did not have potential OCIs and did not conduct any meaningful investigation of the claim. See id. at 10-13; Protest at 24-25. In this regard, the protester points out that the CSC vice president, who was proposed to chair an advisory board, currently serves on the strategic advisory board of Liquid Robotics (a manufacturer and NDBC supplier of marine observation systems, including wave gliders); SAIC complains that the record is devoid of any inquiry by NOAA into this potential OCI. See Protester's Comments at 11-12. SAIC also contends that CSC's proposed subcontractor, Oceaneering, manufactures marine products, including remotely operated vehicles for subsurface observation that may be of potential interest to NDBC, and asserts that the agency also failed to investigate this potential OCI. Id.

NOAA disputes that it treated SAIC and CSC disparately in reviewing their proposals for potential OCIs. In this regard, the agency notes that SAIC identified a potential OCI and proposed a mitigation plan that was the subject of an exhaustive and well-documented review. See AR at 24-25. NOAA did not find reasonable SAIC's proposed [DELETED] mitigation plan for an impaired objectivity OCI. Because testing and evaluating competitors' products is integral to the SOW, the agency reasonably concluded that [DELETED] would place an administrative and cost burden on the agency. See id. at 24-26. NOAA was also concerned that the agency would have to [DELETED]. With regard to CSC's proposal, NOAA states that it had no reason to question CSC's assertion that it had no potential OCIs and that, when the potential OCI concerning CSC's vice president and subcontractor was brought to its attention, the agency conducted a vigorous investigation and analysis.

The FAR requires that contracting officials avoid, neutralize or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR §§ 9.504(a), 9.505. The responsibility for determining whether an actual or apparent conflict of interest will arise, and to what extent the firm should be excluded from the competition, rests with the contracting agency. Aetna Gov't Health Plans, Inc.; Foundation Health Fed. Servs., Inc., B-254397.15 et al., July 27, 1995, 95-2 CPD ¶ 129 at 12. The situations in which OCIs arise, as described in FAR subpart 9.5 and the decisions of our Office, can be broadly categorized into three groups: biased ground rules, unequal access to information, and impaired objectivity. Organizational Strategies, Inc., B-406155, Feb. 17, 2012, 2012 CPD ¶ 100 at 5.

We review the reasonableness of a contracting officer's OCI investigation and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. See TeleCommunication Sys. Inc., B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 3-4; PCCP Constructors, JV; Bechtel Infrastructure Corp., B-405036 et al., Aug. 4, 2011, 2011 CPD ¶ 156 at 17. A protester must identify hard facts that indicate the existence or potential

existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. TeleCommunication Sys. Inc., *supra*, at 3; *see Turner Constr. Co., Inc. v. United States*, 645 F.3d 1377, 1387 (Fed. Cir. 2011); PAI Corp. v. United States, 614 F.3d 1347, 1352 (Fed. Cir. 2010). The identification of conflicts of interest are fact-specific inquiries that require the exercise of considerable discretion. Axiom Res. Mgmt., Inc. v. United States, 564 F.3d 1374, 1382 (Fed. Cir. 2009).

We find that the contracting officer conducted a reasonable OCI investigation. SAIC's chief complaint here is that the agency conducted a different level of OCI analysis with regard to SAIC and CSC.⁸ The record, however, does not support the protester's arguments that the agency failed to analyze CSC's potential OCIs. As discussed above, CSC's proposal stated that it did not offer for sale any equipment or products that could be incorporated as part of the ocean observation buoy system. As also discussed above, the agency searched CSC's and Oceaneering's websites to confirm that the firms did not sell products relevant to NDBC. The agency also searched the Federal Awardee Performance and Integrity Information System (FAPIIS) website and found no negative reports regarding the integrity or performance of any CSC federal contracts. To the extent that the agency did not discuss potential OCIs during its discussions with CSC, the agency has explained that it had no knowledge of potential OCIs for the firm. *See* CO's Statement at 9; AR at 26-27.

Moreover, when CSC's potential OCIs were brought to the agency's attention during the protest, NOAA investigated and analyzed whether the advisory role of CSC's vice president or CSC's proposal of Oceaneering raised an OCI that could not be mitigated or neutralized. Insofar as the agency considered CSC's vice president's potential OCI after contract award and during the course of this protest, both this Office and the Court of Federal Claims have recognized that an agency may investigate possible OCIs after the filing of bid protests. *See, e.g., PCCP Constructors, JV; Bechtel Infrastructure Corp., B-405036 et al.*, Aug. 4, 2011, 2011 CPD ¶ 156 at 16; NETSTAR-1 Gov't Consulting, Inc. v. United States, 101 Fed. Cl. 511, 521 (Oct. 17, 2011).

⁸ SAIC also argued that the agency improperly relied on its OCI evaluation and SAIC's mitigation approach in order to downgrade SAIC's technical proposal, Protest at 20-22, however SAIC did not respond to the agency's explanation that its OCI analyses were not considered as part of the agency's technical evaluations, AR at 22. Consequently, we consider this protest ground to be abandoned. Washington-Harris Group, B-401794, B-401794.2, Nov. 16, 2009, 2009 CPD ¶ 230 at 5, n.3; Strategic Res., Inc., B-287398, B-287398.2, June 18, 2001, 2001 CPD ¶ 131 at 10-11.

SAIC has not shown that the agency's judgments concerning SAIC's and CSC's potential OCIs were unreasonable. SAIC does not dispute, for example, the agency's assertion that any OCI that might arise from CSC's proposed advisory board can be easily mitigated after award and completely resolved by recusal or removal of CSC's vice president from the board. Supp. AR at 9; AR at 27. Nor does the protester dispute that no impaired objectivity OCI exists with regard to Oceaneering because the subcontractor will not evaluate its or competitors' products or otherwise provide engineering services, but will only perform operations and maintenance functions.⁹ See id. Similarly, SAIC does not dispute--or even address--the agency's assertion that SAIC's proposed [DELETED] mitigation plan would impose an administrative burden and additional costs on the agency.

Contrary to the protester's assertion, this record does not suggest that the agency treated SAIC and CSC disparately or unreasonably in evaluating the firms' respective potential OCI. See, e.g., Operational Research Consultants, Inc., B-299131, B-299131.2, Feb. 16, 2007, 2007 CPD ¶ 38 at 7 n.5 (although contracting officer's statement did not specifically address similar analysis regarding protester's OCI allegations, the protester was unable to identify any information that would give rise to an OCI under theories identified in its protest and protest that award was tainted by OCIs was denied). Although SAIC disagrees with the contracting officer's judgment in this regard, it has not shown that this judgment was unreasonable. See PAI Corp. v. United States, supra.

Technical Evaluations

The protester also challenges the agency's technical evaluation ratings, essentially complaining that SAIC's proposal should have received a higher rating under the SDB participation plan factor, as well as a higher overall rating, and that CSC should have received a lower technical and management approach rating. Protest at 18-20, 24; Protester's Comments at 5-7; Protester's Supp. Comments at 9-13. In this regard, the protester asserts that the agency miscalculated SAIC's SDB participation proposal, arguing that the agency misunderstood that SAIC's proposed percentage of SDB participation [DELETED]. See Protest at 22-24. Moreover, SAIC alleges

⁹ To the extent that the protester alleges that CSC offers a command and control training program which, according to SAIC, has potential direct application to the NDBC mission control center, see Protest at 25; Comments at 11-12, the agency states that the program is a military warfare training tool that is of no use to NDBC. CO's Statement at 18. CSC adds that it developed the program for the Navy and that the program is owned by the government and not offered or sold on the commercial marketplace. Intervenor's Comments at 3. The protester does not dispute the agency's or intervenor's arguments in this regard, see Protester's Comments at 11-12, and, in any event, the protester's argument lacks merit.

that the agency did not demand the same level of detail from higher-rated offerors regarding SDB participation by labor categories or type of work. Protester's Comments at 8-9. SAIC also maintains that NOAA used an undisclosed evaluation criterion to inflate CSC's technical and management approach rating for its proposal to obtain ISO certification within 12 months of contract award. Id. at 5; Protester's Supp. Comments at 9-13. SAIC points out in this respect that the RFP was silent with regard to the agency's desire for ISO certification.¹⁰ Protester's Comments at 5.

NOAA responds that its technical evaluations were reasonable and consistent with the RFP's stated evaluation criteria and that SAIC merely disagrees with its assigned ratings. The agency argues that SAIC's proposal was vague with regard to how it would implement its SDB participation plan in the event that the agency [DELETED]; what percentages of the work would be allocated to which company; and/or what labor categories might be earmarked for the type of work. AR at 23; Supp. AR at 7. NOAA points out that CSC also proposed a higher SDB participation goal. Supp. AR at 7. The agency also maintains that ISO certification relates to the RFP requirement that offerors address quality assurance and quality control, and in that regard, states that all four offerors in the competitive range addressed ISO certification in one form or another. See id. at 5-6.

In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. Maybank Indus., LLC, B-403327, B-403327.2, Oct. 21, 2010, 2010 CPD ¶ 249 at 5; OPTIMUS Corp., B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4.

As discussed above, the RFP required offerors to identify their total SDB participation by team members and subcontractors, as well as the extent to which SDB concerns are specifically known and anticipated for identifiable work. See RFP at 50-51. In this respect, the record shows that during discussions, the agency requested similar details regarding both SAIC's and CSC's SDB participation plan, and that the agency considered these same details in evaluating the proposals of all offerors in the competitive range. See AR, Tab 8.b, Post-Negotiation BCM, at 12 (no details regarding CSC's proposal to use additional 5 percent SDB for ODCs and miscellaneous materials), 20 (offeror did not specify what areas of SOW SDB subcontractor will perform), 28 (agency may not require vessel services and actual

¹⁰ SAIC initially protested the agency's evaluation of CSC's proposal with regard to hazard pay however, in its comments, SAIC did not respond to the agency's arguments in that regard. Compare Protest at 28-30 with Protester's Comments. We consider this protest ground to be abandoned. Washington-Harris Group, supra; Strategic Res., Inc., supra.

dollars going to SDB subcontractor may be zero), and 34 (SAIC's proposed level of effort for staffing option small and unclear how it will meet SDB goal).

We also agree with the agency that its consideration of ISO certification is reasonably related to quality assurance. An agency in its evaluation of proposals is permitted to take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. Independence Constr., Inc., B-292052, May 19, 2003, 2003 CPD ¶ 105 at 4. In this respect, the agency points out that all four offerors in the competitive range addressed ISO certification in one form or another with regard to quality control.

SAIC does not identify any aspect of its proposal that establishes that its proposal should have been found technically superior to CSC's. In this regard, the contemporaneous record (which includes detailed initial and final technical and cost/price evaluations; discussion questions and minutes; and pre- and post-negotiation BCMs) demonstrates that the agency issued a well-reasoned and rational evaluation report and award decision that fairly highlighted key discriminators between SAIC's and CSC's technical proposals and reflects a qualitative analysis of their proposals. See, e.g., QinetiQ North America, Inc., B-405163.2, et al., Jan. 25, 2012, 2012 CPD ¶ 53 at 15 (protest of agency's technical evaluations denied where record shows that agency reasonably evaluated proposals consistent with evaluation criteria, extensively documenting qualitative differences between the protester's and awardee's proposals); see Savannah River Alliance, LLC, B-311126 et al., Apr. 25, 2008, 2008 CPD ¶ 88 at 7 (protest of evaluation ratings based on protester's selective identification of, and disagreement with, evaluation assessments denied where detailed evaluation record shows that agency assessed ratings based on proposals' merits and fairly highlighted key discriminators in that regard).

Although SAIC disagrees with the agency's evaluation judgments and adjectival ratings, it has not shown that the agency's technical evaluations were unreasonable or inconsistent with the RFQ's stated evaluation criteria. Instead, most of the arguments raised here reflect only disagreement with the agency's selection decision, which does not demonstrate that the agency's judgment was unreasonable. Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11.

Source Selection Decision

Finally, SAIC challenges the CO's selection decision, asserting that her selection determination was flawed because it was based on evaluations that, according to the protester's arguments described above, were unreasonable. Protest at 30-31; Protester's Comments at 15. As discussed above, we find no merit in SAIC's

objection to the agency's evaluation of technical proposals. Thus, there is no basis to question the CO's reliance upon those evaluation judgments in her source selection.

The protest is denied.

Lynn H. Gibson
General Counsel