



G A O

Accountability * Integrity * Reliability

**Comptroller General
of the United States**

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

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This DELETED version has been approved for public release.

Decision

Matter of: CLS Worldwide Support Services, LLC

File: B-405298.2; B-405298.3; B-405298.4

Date: September 11, 2012

Lee P. Curtis, Esq., William J. Bainbridge, Esq., Allen Cannon, III, Esq., Donald J. Carney, Esq., and Seth H. Locke, Esq., Perkins Coie LLP, for the protester. Thomas P. Humphrey, Esq., Daniel R. Forman, Esq., Peter J. Eyre, Esq., Derek R. Mullins, Esq., Stephan D. Rice, Esq., Tiffany Wynn, Esq., and Puja Satiani, Esq., Crowell & Moring LLP, for the intervenor. Wade L. Brown, Esq., and Tara W. Yaldou, Esq., Department of the Army, for the agency. Nora K. Adkins, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of proposals is denied where the evaluation was reasonably based, consistent with the solicitation criteria, and treated the offerors equally.
2. Protest challenging the source selection authority's (SSA) conclusion that the advantages in the awardee's non-cost/price proposal merited selection of its higher cost/price proposal is denied where the SSA's judgments were reasonable, consistent with the stated evaluation scheme, and adequately documented.

DECISION

CLS Worldwide Support Services, LLC¹ (CWS2), of Fort Worth, Texas, protests the award of a contract to ManTech Telecommunications and Information Systems Corporation (ManTech), of Herndon, Virginia, by the Department of the Army, Army Contracting Command-Warren under request for proposals No. W56HZV-11-R-0181 for mine resistant ambush protected (MRAP) family of vehicles contractor logistics

¹ CWS2 is a joint venture comprised of AECOM Government Services, Inc. and VSE Corporation, with AECOM as the managing partner.

sustainment and support services (CLSS).

We deny the protest.

BACKGROUND

The RFP, issued on June 7, 2011, contemplated the award of a contract with fixed-price, cost-plus fixed-fee, and level-of-effort requirements. The MRAP CLSS program supports vehicle maintenance for over 15,000 MRAP vehicles and is critical to protecting warfighters against numerous risks. The areas of performance for the contract will include the contiguous United States (CONUS), and outside CONUS (OCONUS) to include Afghanistan, Kuwait, Hawaii, Germany and Japan. Contracting Officer's Statement at 1. The solicitation's scope of work activities included: (1) deployment to and operations in the same or similar work locations for 300+ employees, (2) field level maintenance, (3) sustainment level maintenance, (4) battle damage assessment and repair, and (5) repair parts supply and management. Id. The RFP stated that award would be made to the best value offeror based upon the agency's evaluation of four factors, presented in descending order of importance: (1) phase-in, (2) cost/price, (3) past performance, and (4) small business participation. RFP at 170. The RFP also advised that the relative risks, strengths, and/or weaknesses of each proposal would be considered in selecting the offer that represents the best overall value. Id. at 169.

The RFP divided the performance of the MRAP CLSS effort into four distinct time periods: (1) a phase-in period, (2) an elective early operational readiness (EOR) period, (3) an operational readiness base option period, and (4) an operational readiness option period. RFP at 156. The RFP described the phase-in period as beginning at contract award and ending 180 days after award. Id. The purpose of the phase-in period was to complete the staffing process and have the entire staff in place to begin performing the mission. Id. The RFP described the EOR period as an elective period that could be proposed by offerors, wherein performance of the non-phase-in scope of work activities would commence prior to the end of the 180-day phase-in period. Id. A proposed EOR period would end on the same date as phase-in period, 180 days after contract award. Id. The operational readiness base option period and operational readiness option period would begin at the end of the 180-day phase-in period and extend the contract for up to a total of 5 years.

As relevant here, the Army's phase-in evaluation would assess the risk of whether an offeror's proposed phase-in plan could timely and credibly meet the 180-day phase-in requirements of the performance work statement. RFP at 170. Offerors were advised that proposing an EOR period within their phase-in plan "may reduce

the risk” of timely meeting the phase-in requirements.² Id. The agency’s evaluation of an offeror’s phase-in plan would also consider eight program constraints and assumptions identified in the RFP, which included security clearances and common access cards (CAC), and MRAP University certifications/waivers.³ RFP at 156-157. The RFP notified vendors that offerors proposing to obtain MRAP University waivers for individual employees “may be subject to a higher risk rating” under the phase-in plan. RFP at 170.

The Army’s past performance evaluation would assess the risk of an offeror not meeting contract technical, schedule, and cost estimating requirements based on recent and relevant contract performance, as it relates to an offeror’s proposed solution to meet the solicitation’s requirements. RFP at 171. Offerors were to provide information on six recent and relevant contracts. RFP at 164. Recent contracts were those occurring within approximately 3 years of the issuance of the RFP. RFP at 165. Relevant past performance would include the scope of work activities that have a magnitude and complexity similar to the MRAP CLSS requirements. Id.

The agency received six proposals by the September 23, 2011, closing date, including proposals from CWS2 and ManTech. Discussions were opened with all offerors on October 12 and closed on April 20, 2012. All six offerors provided final proposal revisions by April 24.

The agency’s source selection evaluation board’s (SSEB) evaluation of the offerors resulted in the following ratings for CWS2 and ManTech:⁴

	Phase-in	Past Performance	Small Business Participation	Cost/Price
CWS2	Good	Substantial	Outstanding	\$2,753,937,145
ManTech	Outstanding	Substantial	Outstanding	\$2,851,012,258

² The solicitation did not provide for the evaluation of the two operational readiness option periods.

³ MRAP University provides a 6-week course on advanced level operator and field maintenance training for all MRAP vehicle systems. RFP, Performance Work Statement, at 18. The solicitation required all contractor employees in certain labor categories to have either a certification of training from MRAP University or receive a waiver from the requirement. RFP at 158.

⁴ The possible phase-in and small business participation factor ratings were: outstanding, good, acceptable, marginal, and unacceptable. The possible past performance factor ratings were: substantial, satisfactory, limited, no, and unknown confidence. AR, Tab 22, SSA Briefing, at 31, 152, 233.

Agency Report (AR), Tab 16, Source Selection Advisory Council (SSAC) Report, at 1.

CWS2's final proposal described an approach to complete all phase-in activities within 137 days of contract award, beginning its EOR period on day 138. The SSEB assigned three strengths for CWS2's proposed phase-in plan: (1) incumbent hiring capture approach, (2) non-incumbent hiring and recruitment, and (3) use of [DELETED]. AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 13. The SSEB's overall evaluation of CWS2's phase-in concluded:

CWS2 proposes an overall Phase-In strategy that is thorough in content and effective in approach. The proposal has a significant amount of detail in most areas especially involving management's role in the Phase-In effort, with slightly less information substantiating the actual implementation. Areas with less detail in the actual execution of Phase-In activities include incumbent CAC/LOA [common access card/letter of authorization] processing and CONUS sites' transition.

* * * * *

Overall, CWS2 has a thorough approach to meeting their proposed 137 day Phase-In schedule and the Government finds that there is low risk in CWS2 [] not meeting the 180 day Phase-In requirement of C.1.3.1 [performance work statement, phase-in plan]. Based on the three strengths and no weaknesses, the Government has assigned CSW2 a rating of Good.

Id. at 13-14.

ManTech's final proposal provided a phase-in plan for the completion of all transition activities within 60 days of contract award, beginning its EOR period on day 61. The SSEB assigned seven strengths for ManTech's proposal: (1) incumbent hiring plan to complete over 91 percent immediate staffing transfer, (2) non-incumbent hiring gap analysis, (3) non-incumbent recruitment activities, (4) CAC/LOA staggered strategy, (5) MRAP University attendance for CONUS positions, (6) approach to execute phase-in within 60 days, and (7) use of existing facilities in both the CONUS warehouse and Kuwait Sustainment Center. AR, Tab 13, SSEB Evaluation ManTech, Phase-In, at 12. The SSEB's overall evaluation of ManTech's phase-in concluded:

ManTech's Phase-In proposal is a comprehensive, well-thought out strategy for the completion of all Phase-In activities in an efficient, effective manner without disruption to the ongoing mission. Their exceptional level of detail and substantiation is evident throughout the proposal.

* * * * *

Overall, the ManTech Phase-In proposal is evidence of exceptional preparation and detailed planning. ManTech has an exceptional approach to accomplishing the Phase-In of this contract in a short, efficient manner at very low risk to meeting the C.1.3.1 requirement of transitioning to the new contract in 180 days. Based on the [s]even [s]trengths, no [w]eaknesses and additional attributes described above, the Government has assigned ManTech a rating of Outstanding.

Id. at 13-14.

With regard to past performance, the SSEB noted that CWS2 proposed the following percentages of work to be performed by its partners or subcontractors: CWS2 (85%), [DELETED] (7%), [DELETED] (2.8%), [DELETED] (1.4%), [DELETED] (2.5%), and [DELETED] (0.58%). AR, Tab 12, SSEB Evaluation CWS2, Past Performance, at 4. The SSEB's overall evaluation of CWS2's past performance, which included only contract references for joint venture partners AECOM and VSE, and subcontractor [DELETED], concluded:

CWS2 has proposed to perform all of the Scope of Work activities, and [DELETED] will be performing in all SOW's, excluding RPS&M [repair parts supply & management]. CWS2 has substantiated their proposal by demonstrating relevant, successful performance for all five Scope of Work activities on more than one contract. CWS2 received primarily good ratings, with some excellent ratings from the questionnaire respondents in technical and primarily good ratings in schedule and cost. CWS2 has demonstrated a positive performance record in technical, schedule and cost and the Government has a high expectation that CWS2 will successfully perform this MRAP CLSS effort. Due to the combined past performance of the Joint Venture Partners, CWS2's past performance proposal is rated Substantial Confidence.

Id. at 30.

The SSEB noted that ManTech proposed the following percentages of work for its partners or subcontractors: ManTech (91%), [DELETED] (8%), and [DELETED] (1%). AR, Tab 13, SSEB Evaluation ManTech, Past Performance, at 4. The SSEB's overall evaluation of ManTech's past performance, which included contracts of both ManTech and [DELETED], concluded:

ManTech has proposed that they are going to perform all applicable SOW [statement of work] activities to the MRAP CLSS effort and they have substantiated their proposal by demonstrating relevant,

successful performance in all five (5) SOW activities on two (2) contracts. ManTech received primarily excellent ratings from the questionnaire respondents in the areas of technical, schedule and cost. ManTech has demonstrated a positive performance record in the aforementioned areas, and the Government has a high expectation that ManTech will successfully perform this MRAP CLSS effort. ManTech's past performance proposal is rated Substantial Confidence.

Id. at 35.

On May 3, the SSEB presented its evaluation to the Source Selection Advisory Council (SSAC) and the Source Selection Authority (SSA). AR, Tab 16, SSAC Report, at 1; AR, Tab 17, SSA Decision, at 1. The SSAC conducted a comparative analysis of the proposals and, on May 24, submitted a report to the SSA with a majority and dissenting opinion. The SSAC majority opinion recommended CSW2 for award, and the SSAC dissenting opinion recommended ManTech for award. AR, Tab 16, SSAC Report, at 16, 29. Both the majority and dissenting opinions acknowledged that ManTech's overall proposal for the non-cost/price factors was better than CWS2's overall proposal, and both options stated that their respective recommendations for award were very difficult and close decisions. The majority opinion concluded that the benefits of ManTech's proposal were not worth payment of a price premium. Id. at 2, 12. The dissenting opinion, on the other hand, concluded that ManTech's proposal advantages, under the phase-in and past performance factors, were worth the 3.5 percent price premium attributable to the ManTech proposal. Id. at 28-29.

The SSA reviewed the SSEB's final evaluation and the SSAC's majority and dissenting opinions, and conducted a comparative assessment of the proposals. AR, Tab 17, SSA Decision, at 2. The SSA concurred with the SSEB's rating for ManTech's proposal under the phase-in factor as outstanding, and CWS2's rating for that factor as good. In comparing the offerors' phase-in proposals, the SSA noted that ManTech offered a more advantageous CAC plan, a more advantageous phase-in transition plan, and a more advantageous EOR date. The SSA found that these discriminators collectively resulted in less risk in ManTech timely and credibly meeting the phase-in requirements within the 180 days when compared to CWS2. Id. at 3. The SSA also concluded that although ManTech and CWS2 each received substantial confidence ratings under the past performance factor, ManTech had a slight advantage because ManTech received a higher number of excellent ratings by customers in response to past performance questionnaires and received excellent ratings for performance on highly relevant contracts that were identical to

the current effort. The SSA's tradeoff analysis concluded:

The SSEB and SSAC found that there is low risk in CWS2 not completing the phase-in within 180 days. While I agree with that assessment, I cannot overlook the fact that the SSEB and SSAC found that there is *very* low risk in MTT [ManTech] not completing Phase-In within 180 days. . . . In dissecting the two proposals, I have determined that the advantages of 's Phase-In proposal--its CAC plan, phase-in transition plan, and beginning full EOR earlier--do result in less risk than CWS2's proposal. . . . I find that it is well worth paying a price premium of \$97,075,113 (3.5%) for these advantages offered by MTT in the non-Cost/Price factors.

Id. at 4-5. Based upon the SSA's independent analysis and tradeoff decision, the SSA selected ManTech for award.

The award was made to ManTech on May 31, 2012. After receiving a debriefing, CWS2 filed this protest with our Office on June 12.

DISCUSSION

CWS2 protests the Army's evaluation and source selection decision, asserting that the agency unreasonably evaluated CWS2's phase-in plan, failed to consider negative past performance of ManTech, and improperly found that ManTech's higher cost proposal represented the best value.

In considering protests challenging an agency's evaluation of proposals, we will not reevaluate proposals; 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. Gonzales-Stoller Remediation Services, LLC, B-406183.2, et al., Mar. 2, 2012, 2012 CPD ¶ 134 at 5. An evaluation is not unreasonable simply because an SSA disagrees with the evaluation ratings and results of lower level evaluators; an SSA may disagree with (or expand on) the findings of the lower level evaluators, provided that the SSA's judgments are reasonable, consistent with the stated evaluation scheme, and adequately documented. Sig Sauer, Inc., B-402339.3, July 23, 2010, 2010 CPD ¶ 184 at 6. A protester's mere disagreement with a procuring agency's judgment is insufficient to establish that the agency acted unreasonably. Id.

Here, we conclude that the Army's evaluation of the offerors' proposals and source selection decision was reasonable and consistent with the solicitation. Although our decision does not specifically address all of CWS2's arguments, we have fully

considered each of them. As illustrated by the following examples, we find that none of these arguments provide a basis to sustain the protest.⁵

Phase-In Factor Evaluation

CWS2 challenges the agency's evaluation of its phase-in plan, asserting that the agency unreasonably evaluated the risk of its plan. CWS2 argues that the agency's evaluation failed to follow the solicitation criteria because the agency evaluated CWS2's plan against its proposed 137-day schedule, instead of the solicitation's 180-day schedule requirement. The protester also argues that the agency unreasonably evaluated its proposal in concluding that ManTech's proposal provided a lower risk of meeting the schedule requirements.

As discussed above, the RFP stated that the phase-in evaluation would assess whether an offeror's proposed phase-in plan could timely and credibly meet the 180-day phase-in requirements of the performance work statement. RFP at 170. Offerors were permitted to propose an EOR period within their phase-in plan that "may reduce the risk" of timely meeting the phase-in requirements. Id. Offerors were also permitted to propose obtaining waivers of MRAP University attendance for individual employees, but were also advised that such waivers may subject an offeror to a "higher risk rating under the Phase-In plan." Id.

The SSEB's evaluation of CWS2's phase-in proposal concluded that CWS2 presented a thorough approach to meeting their proposed 137-day phase-in schedule, which resulted in a low risk of CWS2 not meeting the 180-day phase-in requirement. AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 14. In assessing a low risk to CWS2's proposal, the SSEB found that CWS2's phase-in plan had a significant amount of detail in most areas, especially involving management's role in the phase-in effort, but with slightly less information substantiating the actual implementation. Id. The SSEB's evaluation also identified areas with less detail in the actual execution of phase-in activities, which included CWS2's incumbent CAC/LOA processing and CONUS site transition. Id.

The SSAC's evaluation of CWS2's phase-in concurred with the SSEB's findings, and concluded that CWS2 offered a thorough plan for timely and credibly meeting the 180-day phase-in requirement. AR, Tab 16, SSAC Report, at 6. The SSAC

⁵ For example, we find no basis to sustain the protest with regard to CWS2's allegation that the SSAC was improperly influenced by the agency's peer review committee's comments on its draft recommendation, which CWS2 contends led to the SSA receiving a watered-down SSAC recommendation. Based upon our review of the record, it is clear that the peer review committee's analysis of the SSAC's draft report was for consistency purposes, its opinions were advisory in nature, and the SSAC members approved the final recommendations to the SSA.

identified “[m]inimal risks” that would affect the 180-day schedule, and found little doubt that CWS2 can perform the phase-in requirements within 180-days.⁶ Id. at 13. The SSA’s tradeoff decision concurred with the SSEB’s evaluation--as well as the SSAC’s determination--that there was low risk in CWS2 not completing phase-in within 180 days. AR, Tab 17, SSA Decision, at 4.

CWS2 contends that the Army departed from the evaluation criterion of measuring phase-in risk against the 180-day schedule, and instead assessed risk to CWS2’s phase-in plan based upon its proposal to complete phase-in and begin EOR in 137-days. CWS2 also alleges the agency’s low risk assessment--as opposed to a more favorable very low risk assessment--for CWS2’s phase-in plan was improper because the agency found no risk to CWS2’s phase-in plan with regard to the solicitation’s 180-day schedule requirement, and instead relied solely on risks regarding the 137-day schedule.

Based upon our review of the record, we find that the agency followed the solicitation criteria in evaluating CWS2’s phase-in risk. Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to or encompassed by the stated factors. Information Ventures, Inc., B-401448.5, B-401448.6, May 13, 2010, 2010 CPD ¶ 180 at 7.

First, we find that the agency reasonably considered risks related to CWS2’s proposed 137-day schedule. As the Army notes, the RFP expressly permitted the agency to reduce phase-in risk if an offeror proposed an EOR date. RFP at 170. The evaluation documents show that while the agency considered CWS2’s proposed schedule to complete all phase-in activities on day 137, this analysis was only part of the agency’s overall phase-in risk evaluation. See AR, Tab 12, 16, 17, Agency Evaluation Documents CWS2. In this regard, the agency’s evaluation of CWS2’s phase-in plan was based upon whether the offerors’ proposed phase-in plans posed any risks to the solicitation’s 180-day phase-in schedule, including both the EOR dates as well as other evaluated risks. Thus, the agency’s consideration of the offerors’ abilities to meet their proposed EOR dates was reasonably related to the evaluation of the risk of meeting the overall 180-day schedule. Accordingly, we find that the agency’s evaluation was consistent with the terms of the solicitation with regard to CWS2’s phase-in risk.

⁶ While there were majority and dissenting opinions to the SSAC’s recommendation, both opinions agreed that CWS2’s phase-in plan presented a low risk of CWS2 not completing phase-in within 180-days. Id. at 27.

Next, in a related argument, CWS2 argues that the agency's assignment of a low risk rating to its phase-in plan was unreasonable because it relied on a contradictory assessment of the risks of its plan. CWS2 asserts that the SSEB did not find any risk in CWS2's proposal meeting the 180-day requirement, and instead was confident in CWS2's ability to execute its phase-in schedule within 180 days. CWS2 alleges that the only area of risk identified by the SSEB concerned CWS2's planned phase-in transition activities in the CONUS, where the agency found "some low risk to meeting their proposed 137-day schedule." AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 14. CWS notes that even though the agency found some low risk to its 137-day schedule, the SSEB concluded that this risk was "not expected to affect 180-day Phase-In completion." Id. Thus, CWS2 argues that the SSEB's low risk assessment was internally inconsistent with the SSEB's underlying evaluation, which found no risks to the protester's ability to meet the 180-day schedule. We disagree.

Contrary to the protester's arguments, the record shows that the Army found several concerns regarding CWS2's ability to meet the 180-day schedule. For example, while CWS2 received a strength for its non-incumbent hiring recruitment, the agency expressed concern with regard to CWS2's approach to request [DELETED] MRAP University waivers because the waiver applications would not be granted until after contract award. Id. at 5-6. As discussed above, the RFP advised offerors that the agency could assign higher risk to offers that proposed MRAP University waivers. While the agency noted that CWS2 would likely have time to either hire replacement employees or send employees through MRAP University within the 180-day phase-in period, the agency believed that this approach posed risk to the schedule. Id. at 6.

Another area of concern raised by the agency was CWS2's CAC/LOA plan.⁷ Here, the agency's evaluation of CWS2's plan found that "[t]he basic CAC/LOA strategy is in accordance with [the] RFP requirements and supports their hiring plan and Phase-In schedule." Id. at 7. The agency determined that it had confidence that CWS2 will be able to obtain CAC/LOA in order to assume mission responsibility within 180-days. Id. However, the SSEB concluded that CWS2's overall CAC/LOA lacked detail, and thus merited an acceptable rating, as opposed to a higher rating. Id.

As a final illustration, the SSEB also had concerns with CWS2's transition plan. As pointed out by CWS2, the SSEB evaluated some low risk that CWS2's planned phase-in transition activities would impact CWS2's proposed phase-in schedule. Id. at 14. CWS2's proposal identified that its [DELETED] CONUS based phase-in teams would complete phase-in at [DELETED] CONUS locations within 7 days.

⁷ CWS2 also challenges the SSA's tradeoff decision with regard to its CAC/LOA plan. This issue is addressed below.

Id. at 10. The SSEB described CWS2's CONUS phase-in schedules as "very aggressive," and noted that the schedule could cause potential delays to their proposed CONUS transition schedule due to the level of effort required at each site and the geographic dispersion of the [DELETED] sites. Id. at 10-11.

As these examples demonstrate, CWS2's characterization of the agency's evaluation is not correct--the SSEB did, in fact, identify risks that CWS2's phase-in plan would not meet the solicitation's 180-day requirement. While CWS2 makes much of the fact that the agency concluded that its phase-in presented a thorough approach that gave the Government confidence that the requirements would be met within 180 days, a finding of confidence does not equate to no risk. Notably, the agency did not find that CWS2's phase-in plan presented an outstanding approach, which gave the Government high confidence in CWS2's approach, as it did for ManTech.

Each of the agency's evaluation documents (SSEB evaluation, SSAC recommendation report, and SSA decision) expresses agreement with the conclusion that CWS2's phase-in plan presented low risk of meeting the 180-days; not one of these documents supports CWS2's claim that its proposal contained no risks. Moreover, it was proper for the agency to consider the risk that CWS2 would not be able to meet its proposed 137-day schedule in evaluating CWS2's overall risk of timely and credibly meeting the 180-day requirement. Based upon our review of the record, we find that the agency's evaluation was reasonable and consistent with the underlying evaluation of the SSEB. CWS2's attempts to rebut the agency's conclusions amount to no more than mere disagreement with the agency's judgments, and do not provide any basis to sustain the protest. Accordingly, we find that the agency's overall evaluation of CWS2's phase-in plan was reasonable and in accordance with the stated evaluation criteria.

Comparison of CWS2's and ManTech's Phase-in Proposals

CWS2 contends that the SSA's comparative assessment of CWS2's and ManTech's phase-in plans was unreasonable because the SSA's appraisal of the plans failed to follow the solicitation criteria, was not supported by the facts, and is inconsistent with the SSEB's underlying evaluation.

As discussed above, the SSEB's evaluation of CWS2 found that CWS2's plan presented a thorough approach with a low risk of CWS2 not meeting the 180-day phase-in requirement. Based on three strengths and no weaknesses, the SSEB assigned CWS2's plan a rating of good. AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 14. The SSEB's evaluation determined that ManTech's phase-in plan presented an exceptional approach to accomplishing the phase-in of this contract at a very low risk. AR, Tab 13, SSEB Evaluation ManTech, Phase-In, at 14. Based on seven strengths and no weaknesses, the SSEB assigned ManTech's phase-in plan a rating of outstanding.

The SSA's analysis of the proposals agreed with the SSEB's ratings, and concurred with the SSAC majority's and dissent's findings that ManTech's phase-in plan offered advantages over CWS2's plan. Both the SSA's decision and the SSAC's opinions found three discriminators that collectively resulted in ManTech's phase-in plan having less risk than CWS2's plan for timely and credibly meeting the phase-in requirements: (1) CAC/LOA approach, (2) transition plan, and (3) EOR date.⁸ AR, Tab 16, SSAC Report, at 9; AR, Tab 17, SSA Decision, at 2-3. CWS2 challenges each of the three discriminators, and we address each one in turn.

First, the SSA concluded that ManTech's CAC/LOA approach was more advantageous than CWS2's plan. In making this assessment, the SSA considered the findings of the SSEB and SSAC. The SSEB found that CWS2's acceptable CAC/LOA strategy was in accordance with RFP requirements and supported CWS2's hiring plan and schedule. AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 7. For ManTech, the SSEB found that the awardee's CAC/LOA plan provided an exceptional approach--for which it was assigned a strength--that indicated a complete understanding of the requirements and considered the various responsibilities and constraints on the CAC/LOA process. AR, Tab 13, SSEB Evaluation ManTech, Phase-In, at 6. Based upon the SSEB's evaluation and the recommendation of the SSAC--which found a slight advantage to ManTech's CAC/LOA plan--the SSA determined that ManTech's CAC/LOA plan was more advantageous than CWS2's plan because ManTech "demonstrated a superior understanding of the process by not only explaining its procedures but also setting forth a comprehensive plan and schedule." AR, Tab 17, SSA Decision, at 3. Due to the level of detail in ManTech's plan, the SSA found ManTech's plan more advantageous than CWS2's plan. Id.

With regard to its CAC/LOA plan, the protester asserts that the SSA ignored portions of CWS2's proposal, unjustifiably disregarded the SSEB's findings, and improperly evaluated the plan based on incumbent-specific information available only to ManTech. CWS2 contends that the SSA misread its proposal in concluding that CWS2 provided merely a "basic" strategy because CWS2's plan comprehensively addressed the CAC constraint. AR, Tab 17, SSA Decision, at 3. CWS2 asserts that the SSA's characterization of CWS2's CAC/LOA plan is at odds with SSEB's determination that the plan presented an acceptable approach, which indicated a complete understanding of the requirements. CWS2 additionally complains that the SSA's finding is flawed because offerors could not have been expected to develop

⁸ As discussed above, while the SSAC majority agreed that there were three specific discriminators that resulted in ManTech having less risk than CWS2, the SSAC majority recommended selecting CWS2 for award because it did not believe the advantages were worth the price premium. AR, Tab 16, SSAC Report, at 12.

their proposals to the level of detail of the incumbent absent sufficient information from the agency.

Based upon our review of the record, we find that CWS2's contentions provide no more than mere disagreement with the SSA's reasonable conclusions, and that the SSA reasonably found ManTech's CAC/LOA plan to be more advantageous than CWS2's plan, in accordance with the solicitation criteria and consistent with the SSEB's evaluation findings. As noted above, the SSA explained the differences between the two proposals' level of detail and recognized that the SSEB found CWS2's CAC/LOA plan to be an acceptable approach that contained less detail in the actual execution of its plan. The protester nevertheless contends that although the SSA's evaluation expressly stated that it relied on findings by the SSEB, the SSA's finding that CWS2's CAC/LOA plan was "basic" is at odds with a more favorable finding by the SSEB. The record shows, however, that the SSEB in fact assessed CWS2's plan as "acceptable" finding that "[a]reas with less detail in the actual execution of Phase-In activities include incumbent CAC/LOA processing and CONUS sites' transition." AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 7, 13. We find that the SSA--based upon the SSEB's evaluation, the SSAC's opinions, and the SSA's own review of the proposals--reasonably determined that ManTech's CAC/LOA approach provided a more detailed plan.

Additionally, we find no evidence that the agency, in concluding that ManTech's plan was more detailed, based its analysis upon information that was only available to ManTech, as the incumbent. CWS2 asserts that it could not have provided as detailed a plan as ManTech because ManTech had knowledge of the specific Special Operations Command (SOCOM) sites, which were classified and unavailable to CWS2. CWS2 points to one chart in ManTech's phase-in proposal--which presents details of ManTech's staggered approach to grouping employees into batches to receive their CACs and LOAs--to support its assertion that ManTech's knowledge and use of the SOCOM site information made it possible for ManTech to provide a more detailed plan. AR, Tab 11, ManTech Phase-In Proposal, at E2-2. We do not agree that information contained within ManTech's chart clearly arose out of ManTech's knowledge of SOCOM sites. As ManTech's proposal provides, the chart's distribution of personnel into batches was based on the order of personnel provided in the agency's staffing matrix, which listed SOCOM site positions as well as CONUS and OCONUS site positions. ManTech's proposal clarified that during contract performance, the distribution of personnel into batches would not occur in staffing matrix order, but rather would be in alphabetical order. Id. at E2-1. Thus, CWS2 has not shown that the agency's evaluation distinguished CWS2's and ManTech's CAC/LOA plans based on information only available to ManTech.

The second and third phase-in plan discriminators in ManTech's favor were based on the SSA's assessment of an advantage relating to ManTech's approach for completion of its transition plan, and an advantage relating to ManTech's scheduled

EOR date. With regard to ManTech's transition plan, the SSEB stated that it was "highly confident" that ManTech could meet its proposed schedule to complete phase-in within 60 days. AR, Tab 13, SSEB Evaluation ManTech, Phase-In, at 9. The SSEB noted that ManTech's transition was primarily administrative in nature, ManTech currently has employees in place, and ManTech's infrastructure requires minimal adjustment. Id. ManTech was also assigned a strength for demonstrating "an exceptional understanding of the Phase-In requirements an[d] minimiz[ing] the risk of completing Phase-in within 180-days." Id. at 12. Overall, the SSEB found very low risk to ManTech's transition plan. Id. at 14. In comparison, the SSEB's underlying evaluation of CWS2 found low risk of CWS2 not completing its transition plan within its proposed 137-days because it found CWS2's CONUS transition plan to be very aggressive. AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 14. Overall, the SSEB found CWS2 had a thorough transition approach that gave the agency confidence that CWS2 would be able to execute its plan within 180-days. Id. With regard to the offerors' proposed EOR dates, the SSEB was highly confident in ManTech's ability to execute its phase-in schedule by day 60, beginning EOR on day 61. AR, Tab 13, SSEB Evaluation ManTech, Phase-In, at 9. The SSEB was confident in CWS2's ability to execute its phase-in schedule by day 137, beginning EOR on day 138. AR, Tab 12, SSEB Evaluation CWS2, Phase-In, at 14.

Based upon the SSEB's evaluation and the recommendation of the SSAC--which found a slight advantage to ManTech's transition plan--the SSA concluded that ManTech's transition plan and proposed EOR date were more advantageous than CWS2's proposed EOR date. AR, Tab 17, SSA Decision, at 3.

CWS2 contends that the SSA deviated from the solicitation criteria by improperly assessing advantages to ManTech's transition plan and earlier EOR date. As discussed above, CWS2 contends that the RFP only permitted the agency to evaluate perceived risk to an offer's ability to meet the 180-day schedule, and did not permit the agency to consider whether there was a risk that an offeror would not meet a shorter schedule. Furthermore, CWS2 claims that nothing in the RFP put offerors on notice that the agency would give evaluation credit for proposing an earlier EOR date.

As we have previously stated, however, CWS2's assumption that the agency found no risk to its plan meeting the 180-day schedule is inaccurate. Instead, the SSEB assigned CWS2 a rating of good, with low risk, based on various concerns that affected the protester's ability to meet the 180-day requirements. Further, as also discussed above, the RFP expressly permitted the agency to consider reducing overall phase-in risk if an offeror proposed an EOR date. In this regard, we think the agency reasonably concluded that an offeror who proposed an earlier EOR would be in a better position to meet the 180-day requirements than an offeror who proposed a longer EOR period. Accordingly, each of CWS2's challenges to agency's comparative assessment of the offerors' phase-in plans are denied.

Past Performance Evaluation

Next, CWS2 claims that the SSA's evaluation of the offerors' past performance, which found that ManTech had a slight advantage over CWS2, was unreasonable. CWS2 argues that the agency improperly overlooked or discounted negative performance information regarding one of two contract references for [DELETED], a proposed subcontractor of ManTech. CWS2 asserts that ManTech's past performance would not have been a discriminating factor in the agency's tradeoff decision had this information been reasonably considered.

Our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations since determining the relative merit or relative relevance of an offeror's past performance is primarily a matter within the agency's discretion. TPMC-EnergySolutions Environmental Services, LLC, B-406183, Mar. 2, 2012, 2012 CPD ¶ 135 at 11. The significance of, and the weight to be assigned to, a subcontractor's past performance is a matter of the contracting agency's discretion. Strategic Res., Inc., B-287398, B-287398.2, June 18, 2001, 2001 CPD ¶ 131 at 5-6.

In completing its past performance evaluation of ManTech, the agency evaluated six past performance references provided by ManTech: four contracts performed by ManTech and two contracts performed by [DELETED]. The contract that CWS2 alleges the SSA disregarded was a contract of [DELETED] for special operations forces support activity (SOFSA)-CLSS.

The SSEB's evaluation of this contract determined that [DELETED] contract performance was relevant to three of the five statement of work activities listed in the RFP. AR, Tab 13, SSEB Evaluation ManTech, Past Performance, at 6. In these areas, the SSEB concluded that [DELETED] successfully performed the contract requirements and received a mix of good and adequate performance ratings. Id. at 23. The SSEB reviewed [DELETED] contract schedule performance by analyzing a CPAR (contract performance assessment report) that rated [DELETED] schedule as satisfactory, and a past performance questionnaire response that rated [DELETED] schedule as marginal. Id. at 24-25. The SSEB considered these ratings--as well as the fact that the schedule delays occurred in a 4-month transition period and that [DELETED] ultimately met its schedule after taking corrective action--and concluded that [DELETED] displayed the ability to adhere to the schedule performance requirements of the SOFSA contract. Id. at 25. With regard to cost estimation, the SSEB analyzed a CPAR that rated [DELETED] cost estimation marginal, and a past performance questionnaire response that rated [DELETED] cost estimation poor. Id. at 25-26. Here, the SSEB determined that [DELETED] failed to display the ability to adhere to cost performance requirements of its SOFSA effort. Id. at 26. Nonetheless, the SSEB concluded that it had a "high expectation that MTT [ManTech] will be able to successfully meet the cost

requirements of this MRAP CLSS effort” due to ManTech’s and [DELETED] past cost performance references receiving mostly excellent ratings, noting that significant consideration was given to ManTech’s past cost performance, as it was proposed to perform 91 percent of the labor hours. Id. at 34.

Overall, the SSEB assigned ManTech a substantial confidence rating for past performance considering its three strengths: (1) two contracts that have successfully performed relevant work in all five statement of work activities, (2) six contracts meeting the schedule requirements of each contract, and (3) five of six cost reimbursement and time and materials contracts meeting the cost requirements of each contract. Id. at 35.

The SSA’s comparative assessment of the offerors’ past performance took into account the SSEB’s evaluation, noting that both CWS2 and ManTech received substantial confidence ratings. The SSA distinguished the two offerors’ substantial confidence ratings based upon the higher number of excellent ratings received by ManTech and the excellent ratings ManTech received for performance as the incumbent on the current MRAP-CLSS contract and the MRAP-CSS [Combat Service Support] contract, which were both “identical” to the current effort. AR, Tab 17, SSA Decision, at 4. As relevant to the protester’s arguments, the SSA explained that he “did not attribute much significance” to [DELETED] marginal rating for meeting performance schedule and poor rating for costs because, as a subcontractor, [DELETED] would only be performing 8 percent of the work under the contract. Id. The SSA concluded that he had more confidence in ManTech’s ability to successfully achieve the contract requirements based on its excellent past performance history, which resulted in ManTech having a slight advantage in past performance. Id.

On this record, we find that the SSA’s evaluation of ManTech’s past performance, and its finding that ManTech’s past performance was slightly more advantageous than CWS2’s, was reasonable and adequately documented. With regard to CWS2’s challenge to the [DELETED] SOFSA contract, the record shows that the SSA considered this contract and reasonably “did not attribute much significance” to it because [DELETED] would be performing only 8 percent of the work as ManTech’s subcontractor. Id. While CWS2 makes much of the fact that [DELETED] was proposed to accomplish work under four of the five statement of work areas, it is notable that the [DELETED] contract at issue rated [DELETED] under these statement of work areas as good/acceptable. It was only in the areas of schedule and cost that [DELETED] received the negative ratings, not under its statement of work activities. Moreover, a separate contract submitted by [DELETED] provided an excellent rating for [DELETED] schedule and cost. AR, Tab 13, SSEB Evaluation ManTech, Past Performance, at 28. The record shows that the SSEB considered all of this information and concluded that it had a high expectation that ManTech will be able to successfully meet the schedule and cost requirements of this MRAP CLSS effort.

In sum, the SSA's review relied upon the SSEB's evaluation and overall determinations, and placed significance upon ManTech's excellent performance of the current contract. On balance, we find that the agency, in its evaluation, fully considered the available information concerning ManTech's past performance and reasonably assessed it as more advantageous than the past performance of CWS2. See Strategic Res., Inc., supra (finding that an SSA reasonably assigned little weight to a subcontractor's past performance, where the SSA concluded that the performance of an offeror on its predecessor contract was a much stronger predictor of performance than performance by a proposed subcontractor who was proposed to complete only 20 percent of the work.)

Source Selection Decision

CWS2 contends that the SSA lacked a reasonable basis for determining that the non-cost/price advantages of ManTech's proposal outweighed the price advantage of CWS2. Specifically, CWS2 asserts that the SSA's bases for discriminating between CWS2's and ManTech's phase-in plans were unsupported and arbitrary.

In reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. See Honeywell Tech. Solutions, Inc., B-406036, Jan. 3, 2012, 2012 CPD ¶ 43 at 5. Where, as here, a solicitation provides for a tradeoff between the non-cost/price factors and cost/price, the agency retains discretion to make award to a firm with a higher non-cost/price rating, despite the higher price, so long as the tradeoff decision is properly justified and otherwise consistent with the stated evaluation and source selection scheme. TtEC-Tesoro, JV, B-405313, B-405313.3, Oct. 7, 2011, 2012 CPD ¶ 2 at 10. It is not our function to second guess the agency's judgment as to the value of the advantages associated with a higher-rated proposal. That is, in considering the rationality of an agency's tradeoff determination, we look at whether the reasons given for preferring one proposal over another are consistent with the stated evaluation scheme, and not whether we agree with the source selection authority as to the relative value of the advantages. Carothers Constr., Inc., B-405241.4, July 26, 2012, 2012 CPD ¶ 225. As discussed above, the SSA's comparison of the strengths and weaknesses CWS2's and MMT's proposals was reasonable, consistent with the solicitation criteria, and treated the offerors equally. Thus, in our view, the agency has adequately justified its selection of ManTech's higher-rated, higher-priced proposal in accordance with the stated evaluation criteria.

CWS2 finally contends that the agency's best value decision, which resulted in the payment of a 3.5 percent premium, was unreasonable. As indicated above, the SSA clearly articulated the basis for his determination that ManTech's proposal outweighed its higher total evaluated price. In so doing, the SSA took into account

ManTech's phase-in proposal, noting distinguishing features with ManTech's CAC/LOA plan, transition plan, and EOR date, as well as, ManTech's slightly higher-rated past performance, and identified the specific advantages of ManTech's proposal that reasonably supported the price premium. While the SSAC majority arrived at a different result than the SSA, we find the agency's award decision was well-documented, reasonable, and consistent with the evaluation criteria. See Sig Sauer, Inc., supra.

The protest is denied.

Lynn H. Gibson
General Counsel