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## Decision

**Matter of:** Integrated Science Solutions, Inc.

**File:** B-406987; B-406987.2

**Date:** October 10, 2012

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### DIGEST

Protest that an agency miscalculated the protester's and awardee's proposals is denied where the evaluation was reasonable and consistent with the solicitation criteria.

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### DECISION

Integrated Science Solutions, Inc. (ISSi), of Walnut Creek, California, protests the proposed award of a contract to Earth Resources Technology (ERT), of Laurel, Maryland, under request for proposals No. NNA09263816R, issued by the National Aeronautics and Space Administration (NASA) for safety, environmental, and medical support services.

We deny the protest.

### BACKGROUND

The RFP, issued as a small business set-aside, provided for the award of a single indefinite-delivery/indefinite-quantity contract for safety, environmental, and medical

support services to all organizations and employees at the NASA Ames Research Center, California. Agency Report (AR) at 1.<sup>1</sup> This contract consolidates services currently being performed under two separate contracts: one for environmental support services, currently being performed by ISSi, and another for occupational safety, industrial hygiene and medical services.<sup>2</sup> Offerors were informed that both fixed-price and time-and-materials (T&M) task orders would be issued under the contract. RFP at 61.

The RFP provided for award on a best-value basis, considering the following evaluation factors: mission suitability, past performance, and cost/price. Id. at 91. The mission suitability factor was somewhat more important than cost/price, which was significantly more important than past performance. Id. at 104. The following subfactors and point scores were identified for the mission suitability factor:<sup>3</sup>

<b>Subfactors</b>	<b>Score</b>
1. Technical Approach a. Technical understanding b. Response to case study A	275
2. Management Approach a. Organizational structure and approach b. Staffing, recruitment, retention, and training c. Key personnel d. Total compensation plan e. Quality assurance plan f. Response to case study B g. OCI avoidance plan	275
3. Task Order Plan	350
4. Safety and Health Plan	100
<b>TOTAL</b>	<b>1000</b>

Id.

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<sup>1</sup> Our page citations to the AR, and included documents, are to the Bates numbers assigned by the agency.

<sup>2</sup> The agency states that the work currently performed by ISSi involves less than half of the total requirements and functional areas of the new, consolidated contract at issue here. AR at 1.

<sup>3</sup> The RFP also provided that the mission suitability factors would receive adjectival ratings (excellent, very good, good, fair or poor) in addition to point scores. RFP at 92.

Offerors were informed that the evaluation of proposals under the mission suitability factor would consider the offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. Id. at 94. Compatibility between the proposed technical and management approaches and the overall resources proposed to accomplish the work was identified as an important consideration. Offerors were also informed that the agency would consider proposal risk with respect to cost, performance, and technical and management approach. Id.

The technical approach subfactor (275 points) consisted of two elements: technical understanding, which offerors were to address in their written volumes, and case study A (a hypothetical scenario), which offerors would address in an oral presentation. Id. at 70-72. In case study A, offerors were asked to address a laboratory manager's request for technical assistance to ensure that the renovation of a 1960's research laboratory facility, which uses radioactive sources and organic chemistry procedures, meets all safety, health, and environmental regulatory requirements. A number of assumptions were stated for the case study, including funding limitations that led the laboratory manager to seek a cost effective approach. Id. at 70-71. Offerors were instructed to present a coordinated approach and detailed technical analysis in responding to the case study, and were provided a list of items to include in their response. Id. at 70-72.

The management approach subfactor (275 points) consisted of 7 elements, 2 of which--organizational structure and approach, and case study B--were to be addressed in the oral presentation. The remaining elements, such as key personnel, were to be addressed in the written proposal volume. In case study B, offerors were asked to address a hypothetical scenario under which the laboratory from case study A, now in operation, is undergoing an unannounced Nuclear Regulatory Commission (NRC) inspection. The scenario involves two researchers having an accident in the hallway, including spilled chemicals, a lacerated hand, a broken mercury thermometer, alarmed building occupants, and a fire department response without tools or expertise to evaluate radioactive materials releases, among other things. Offerors were required to present a management plan for providing support to emergency responders following an accident; defining actions needed to return affected areas to unrestricted use; providing a technical assessment of regulatory requirements; and providing briefings to an inspector and employees. A list of items that offerors were to include in their response was provided in the RFP. Id. at 74-75.

Offerors were informed that the agency's evaluation of the past performance factor would consider relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of this acquisition. Id. at 92-93, 100-02. Offerors were instructed to list up to three relevant contracts performed by the offeror and up to three relevant contracts for each major subcontractor. Id. at 79. The RFP provided

that past performance would be assessed as providing a very high level of confidence; high level of confidence; moderate level of confidence, low level of confidence; very low level of confidence; or neutral.<sup>4</sup> Id. at 93.

With respect to cost/price, offerors were required to provide cost/price proposals for ten fixed-price sample tasks (representing the work that would be required), which would be evaluated for price reasonableness; and for time-and-material tasks, consisting of government-estimated amounts for fees/permits, materials and travel, which offerors would burden with indirect costs (such as material handling or general and administrative fees, and profit). Id. at 86. Offerors were informed that the agency would perform a price analysis to assess the reasonableness of proposed fixed prices, and a cost analysis to assess reasonableness of time-and-materials cost elements. Id. at 93. The RFP stated that proposed profit would be evaluated for reasonableness and “for the extent that it [would] serve as a motivator of efficient and effective contract performance.” Id. at 103. Offerors were warned that the agency would evaluate relatively low costs/prices “to determine whether there is a risk of default in the event of award to that Offeror.” Id.

The RFP also provided a number of pricing templates, such as summary pricing templates for the fixed-price sample tasks and for time-and-materials sample tasks, that offerors were required to complete. Id. at 83-88. Offerors were also required to complete a template for fully-burdened rates for each contract year, showing how the offeror arrived at its individually proposed rates, including profit. Id. at 85. Offerors were instructed to provide a detailed narrative to explain the rationale for the proposed profit. Offerors performing as prime incumbents, such as ISSi, were instructed to include current actual incumbent labor rates, if applicable, for each standard labor category. Offerors were informed that an offeror’s evaluated cost/price for selection purposes would be the sum of the offeror’s cost/price proposed on the summary fixed-price and time-and-materials templates for 5 years, excluding the price of phase-in and the emergency response T&M task. Id. at 103.

Five firms, including ISSi and ERT, submitted proposals, which were evaluated by the agency’s source evaluation board (SEB). The SEB members individually evaluated proposals and then met to agree to a consensus evaluation for each

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<sup>4</sup> As relevant here, a “very high level of confidence” rating reflected relevant past performance of exceptional merit that was “very highly pertinent,” and which indicated exemplary performance in a timely, efficient, and economical manner, with very minor (if any) problems with no adverse effect on overall performance. A “high level of confidence” rating reflected relevant past performance that was highly pertinent, which demonstrated very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. RFP at 93.

proposal, identifying strengths, weaknesses, and deficiencies in respective proposals.<sup>5</sup> See AR at 7; see, e.g., AR, Tab 42, ISSi Initial Consensus Evaluation, at 2,223-52. Cost/price proposals were evaluated by a price analyst who, among other things, reviewed offerors' pricing templates and proposed profit rates. AR, Tab 69, Price Analyst's Statement, at 2-3.

The initial consensus evaluation results were presented to the source selection authority (SSA), who decided to include four proposals, including ERT's and ISSi's, in the competitive range. AR at 8; Tab 46, SSA Initial Evaluation Findings Briefing. The SSA directed the SEB to further analyze the remaining competitive range offerors' proposals to "ensure vertical and horizontal consistency" among the offers, and to confirm evaluated strengths and weaknesses. AR at 8.

Discussions were conducted, and ERT's and ISSi's final proposal revisions (FPR) were received and evaluated as follows:

		<b>ERT</b>	<b>ISSi</b>
<b>Mission Suitability</b>		<b>845</b>	<b>666</b>
	Technical approach	234 Very Good	193 Good
	Management approach	261 Excellent	193 Good
	Task order plan	280 Very Good	210 Good
	Safety & health plan	70 Good	70 Good
<b>Past Performance</b>		<b>High Confidence</b>	<b>High Confidence</b>
<b>Cost/Price</b>		<b>\$38.8 million</b>	<b>\$33.9 million</b>

AR, Tab 63, SEB's Final Evaluation Findings, at 4,397. The SEB's adjectival ratings and point scores were supported by narrative discussions that described the offerors' respective strengths and weaknesses. In this regard, the SEB's description of an evaluated strength addressed how the strength reflected the RFP's requirements and explained why it was considered a strength.

<sup>5</sup> A significant strength reflected some aspect of the proposal that was found to greatly enhance the potential for successful contract performance. A strength reflected an aspect of the proposal that would have some positive impact on the successful performance of the contract. AR, Tab 32, NASA Source Selection Guide, at 382.

For example, ERT's very good rating under the technical approach subfactor reflected the SEB's judgment that ERT's revised proposal presented one significant strength, two strengths, and no weaknesses. Id. at 4,403-04. ERT's response to case study A was one of the identified strengths, where the SEB found that ERT had demonstrated a clear understanding of the technical requirements and had proposed several innovative approaches to performing the work. Id. at 4,408. In explaining why ERT's proposal merited a strength under this subfactor, the SEB noted, among other things, ERT's proposal of a decommissioning phase, recycling materials during the construction phase, and preparing consolidated reports. Id.

ISSi's good rating under the technical approach factor reflected the SEB's determination that ISSi's revised proposal presented three strengths (none of which were significant) and no weaknesses. Id. at 4,412. ISSi's response to case study A was not one of the identified strengths.

ERT's excellent rating under the management approach subfactor reflected the SEB's judgment that ERT's proposal presented a significant strength, three strengths, and no weaknesses. Id. at 4,420-21. One of the strengths identified in ERT's FPR under this subfactor was for its effective and appropriate response to case study B, in which it identified the procedures that should be in place in the Research Center during an emergency situation. The SEB cited ERT's incisive and detailed assessment under this case study of the likely radiological injury and medical treatment options, which was found to show an ability to effectively support NASA Ames during similar situations. Id. at 4,424. In explaining why the SEB considered ERT's response to case study B to be a strength, the evaluators noted ERT's analysis of the health unit procedures, identification of factors to consider for treatment, and proposed long-term surveillance of injured parties, and found that the thoroughness of ERT's response provided a clear indication of the vendor's medical expertise, as well as inspiring confidence that ERT would provide effective support in similar real-life situations. Id.

ISSi's good rating under the management approach subfactor reflected the SEB's judgment that ISSi's FPR's contained four strengths (none of which were significant) and no weaknesses. Id. at 4,428-29. One of the strengths identified in ISSi's proposal was its offer of a highly-qualified project manager as a key person, who the SEB found would have a positive impact on contract performance. Id. at 4,428, 4,430.

Another strength was ISSi's response to case study B, where the SEB found that ISSi proposed a multitude of effective and appropriate mitigations to the hazards and risks associated with medical care during an accidental spill or a similar emergency situation. The SEB also found that ISSi proposed "lessons learned that provide continuous improvement during emergencies." The SEB found that this reasonable and effective approach would help increase employee safety and have a positive impact on successful contract performance. Id. at 4,431. In explaining

why it considered ISSi's case study B response to be a proposal strength, the SEB noted ISSi's risk reduction approach, stating that the offeror had identified 16 risks and 36 risk mitigation measures, addressing such matters as delay in the delivery of medical care, and risk of contamination spread outside the containment zone during the transportation of the injured employee. The SEB found ISSi's approach to the complex situation presented in case study B to be comprehensive and highly developed. Id. at 4,431-32.

The firms' revised costs/prices were evaluated by the agency's price analyst, who again reviewed, among other things, the offerors' pricing templates and proposed profit rates. AR, Tab 69, Price Analyst's Statement, at 3. He also developed a chart to reflect the rates proposed for positions for which the offeror was the incumbent contractor; and considered the offerors' stated intentions with respect to retaining incumbent contractor employees, and whether current compensation levels for those employees would be paid. The price analyst analyzed each offeror's potential realized profit and profit rate if they were to hire the incumbents and retain them at their current pay levels. Id. Thus, with respect to ISSi, the price analyst performed calculations based on the assumption that ISSi would retain incumbent staff at their current pay levels ("as stated in its proposal") and found that this would result in an increase in ISSi's "probable cost" over costs proposed in ISSi's FPR.<sup>6</sup> The analyst calculated, further, that this increase in costs would result in reducing ISSi's "realized profit" rate to approximately 1.6 percent (in contrast to the 7 percent profit rate listed in the protester's FPR). Id. at 4.

The technical and price evaluation judgments were presented to the SSA, who also read the offerors' FPRs. He concurred with the findings and adopted them in making his source selection decision. AR, Tab 66, Source Selection Decision, at 4,696. Noting that he found no discriminators among the offerors under the past performance factor, the SSA based his selection decision on the mission suitability and cost/price factors, and recognized that the RFP provided that the mission suitability factor was somewhat more important than cost/price. Id. at 4,697. With respect to price, the SSA stated that the integration between mission suitability findings and price was critical to determining price reasonableness. Id. at 4,688. In this regard, the SSA noted the SEB's determination that offerors' cost/price proposals were reasonable and realistic, and that no cost adjustments were made. Id. at 4,695.

Regarding the evaluation of the firms' proposals under the mission suitability factor, the SSA noted ISSi's proposal was the second-lowest rated among the proposals included in the competitive range. In this regard, the SSA found that ISSi's

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<sup>6</sup> The analyst found that an "appreciable number" of the rates proposed by ISSi for incumbent positions were notably lower than the current actual rates for those labor categories. AR, Tab 69, Price Analyst's Statement, at 3.

proposal, which had been assessed as containing nine strengths under this factor (none significant), simply met the RFP requirements in many areas of the statement of work. Id. at 4,697. In contrast, ERT's proposal was the highest rated under the mission suitability factor, having received 121 points more than the next highest offer (and 179 points more than ISSi's proposal). The SSA noted that ERT's proposal had been assessed as having three significant strengths under the three most heavily-weighted mission suitability subfactors (contract task order plan, technical approach, and management approach), and eight strengths.

Recognizing that other offerors, such as ISSi, had lower evaluated costs/prices than ERT, the SSA nevertheless concluded that these firms' lower costs/prices were outweighed by ERT's evaluated technical superiority under the mission suitability factor.<sup>7</sup> Id. at 4,700. The SSA stated that he based his selection decision primarily upon the "markedly stronger approaches by ERT in these three most heavily weighted Mission Suitability [s]ubfactors." Id. at 4,698. The SSA states that ERT's superior mission suitability proposal would translate into better risk avoidance and management; that ERT's proposal was credible and reflected the reality of the current market; and that ERT's proposed prices supported the likelihood that the firm would obtain, and retain, high-quality staff throughout the life of the contract, which would provide superior contract performance within budget and with potential future efficiencies. Id.

ISSi was informed that ERT was the apparent successful offeror,<sup>8</sup> and this protest followed a debriefing.

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<sup>7</sup> Regarding the other offerors' lower evaluated costs/prices, the SSA acknowledged that none of them were found to be unrealistic or unreasonable, but stated that, in his judgment, each offer carried some level of performance risk, and did not correspond as well to what was promised under the mission suitability factor. In addition, the SSA was concerned that some of the proposed profit rates "may not be high enough to serve as a motivator of efficient and effective contract performance." AR, Tab 66, Source Selection Decision, at 4,700.

<sup>8</sup> ISSi and another offeror challenged ERT's size at the Small Business Administration (SBA), alleging that ERT had outgrown the size standard applicable to this procurement when it submitted its initial proposal on December 20, 2010. On September 19, SBA found that ERT met the small business size standard applicable to this procurement.

## DISCUSSION

ISSi challenges numerous aspects of the agency's evaluation of its proposal under the mission suitability factor, primarily arguing that its scores and ratings should have been higher and that the agency treated ISSi and ERT unequally. ISSi also objects to the agency's cost/price evaluation, arguing that NASA incorrectly analyzed ISSi's profit rate. We have considered all of ISSi's arguments, although we only address its more significant arguments, and find that none provide a basis to object to the agency's selection of ERT for award.<sup>9</sup>

In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency, but examine the record to determine whether the agency's judgment was reasonable and in accord with the solicitation's evaluation criteria. Abt Assocs. Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. Where a protester challenges the agency's evaluation and source selection, we will review the evaluation and award decision to determine if they were reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. See, e.g., Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6; S4, Inc., B-299817, B-299817.2, Aug. 23, 2007, 2007 CPD ¶ 164 at 9. A protester's mere disagreement with the agency's evaluation provides no basis to question the reasonableness of the evaluators' judgments. See Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11.

### Technical Approach Subfactor

ISSi complains that NASA misevaluated its proposal under the technical approach subfactor, because NASA did not identify ISSi's response to case study A as a strength. ISSi contends that the technical requirements in the statement of work were nearly identical to the technical requirements of the contract ISSi has been performing, so that its proposal of its incumbent approach demonstrated its proven ability to comply with the applicable regulations and demonstrated a clear understanding of the technical requirements. Protest at 7. ISSi complains, in this regard, that the agency assigned a strength to ERT's proposal for its approach to case study A, where the agency found ERT's response showed a clear

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<sup>9</sup> ISSi also protested the agency's evaluation of ERT's past performance, arguing that ERT proposed a subcontractor whose allegedly fraudulent conduct should have precluded the high level of confidence rating ERT received. ISSi also argued that its own past performance rating should have been higher. The agency addressed ISSi's past performance arguments in its report, and ISSi did not rebut or otherwise address the agency's response. We find that the protester has abandoned these arguments. CM Mfg., Inc., B-293370, Mar. 2, 2004, 2004 CPD ¶ 69 at 3.

understanding of the technical requirements, the ability to work in a reasonable and effective manner, and the ability to comply with applicable regulations.

The agency responds that it reasonably evaluated the two firms' responses to case study A. With respect to ERT's response, the SEB found that ERT had proposed cost-effective and innovative approaches to the renovation of a laboratory facility, which would help ensure regulatory compliance and employee safety. AR, Tab 63, Final SEB Report, at 4,408. The SEB specifically noted as justification for its assigned strength ERT's proposed innovations, such as adding a lab decommissioning phase in order to clear out the area prior to the construction phase (which demonstrated insight into controlling hazards that may interfere with construction efforts) and consolidating safety, health, and environmental reports (which would streamline the review and distribution process, resulting in time savings for the contractor and the agency). Id.

In contrast, the agency notes that, although ISSi's response to the case study was appropriate, reasonable, and effective for all of the required elements, it did not propose anything unique or innovative that warranted a finding of a strength. AR at 11. Further, the agency states that its evaluation was based on its review of the offerors' proposals, and not upon an offeror's performance as the incumbent contractor.

We find the agency's evaluation reasonable and consistent with the RFP. The SEB documented its basis for its evaluation in this area, citing specific examples to justify the strengths assigned. The SEB's conclusion that ERT's response to case study A demonstrated an approach that exceeded the RFP requirements and would have a positive impact on the successful performance of the contract was consistent with the evaluation standard stated in NASA's Source Selection Guide. While ISSi disagrees with the evaluation results, insisting that NASA has provided no rationale for "its failure to recognize this strength," ISSi has not shown that it offered innovations or other features (greater than its "proven ability" to meet the requirements) exceeding the requirements or otherwise warranting the assignment of a strength in this area. Protester's Comments at 5. ISSi's disagreement provides no basis to question the agency's judgment.

#### Management Approach Subfactor

Similarly, ISSi complains that its proposal should have been assessed a significant strength under the management approach subfactor for its key personnel, arguing that each of its proposed key personnel exceeded the RFP requirements, and that its proposed program manager, in particular, could not reasonably be viewed as providing anything less than a significant strength. In this regard, ISSi states that it proposed the same individual for its program manager in earlier competitions for

this requirement (in 1999 and 2004), where the program manager was identified as a significant strength in its proposal.<sup>10</sup> ISSi argues that this program manager has been successful and effective in performing the incumbent contract, and that her increased experience and expertise should have been recognized as a significant strength. ISSi also argues that the inconsistency of the results here with prior evaluations—on the subject of its program manager—is unreasonable.

NASA responds that the protester’s program manager was specifically cited as highly qualified and effective, and was identified as a strength in ISSi’s proposal. However, the agency disagrees that a significant strength was warranted, noting that no other offeror was given a strength with respect to proposed key personnel. The agency again states that its evaluation was appropriately based on a review of the submitted written and oral materials, and not on prior evaluations or opinions.

The evaluation record supports the agency’s arguments; the SEB’s review of ISSi’s FPR describes the protester’s proposed program manager as having demonstrated the ability to efficiently perform, coordinate, and integrate environmental, safety, health, and medical requirements. The SEB’s review also notes that ISSi’s choice of the program manager was based, in part, on the individual’s consistently meeting environmental, health, and safety requirements despite declining budgets and staff. The SEB concluded from this that the program manager “should help Ames facilitate effective management of the work, which will have a positive impact on the successful performance of the contract.” AR, Tab 63, Final SEB Report, at 4,430. This conclusion is consistent with the definition of a strength. AR, Tab 32, NASA Source Selection Guide, at 382. We find the agency’s evaluation reasonable and consistent with the RFP.

Also under the management approach subfactor, ISSi argues that its proposal was misevaluated for its response to the case study B element. Here the protester argues that it was unreasonable to assign only a strength for the response when the

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<sup>10</sup> Although ISSi states generally in its protest that the key personnel it identified in its proposal exceeded the requirements, the RFP did not specifically state requirements for key personnel. We recognize that the RFP in Attachment J.1(b)(2) provides “standard labor categories description[s] for [the] pricing template,” but ISSi does not explain how its comparison of the qualifications of its key personnel against the labor category descriptions in this attachment establish that its key personnel should have been evaluated as a strength under the management approach subfactor. In this regard, other than the program manager, the positions ISSi identified as key do not track the standard labor categories listed in the RFP. Compare RFP Attachment J.1(b)(2), Standard Labor Categories Description for Pricing Template, at 169-73, with AR, Tab 53, ISSi’s Mission Suitability FPR, at 2,955-60. Moreover, after generally raising this argument in its initial protest, ISSi did not further address it in its pleadings.

SSA stated that ISSi proposed a multitude of effective and appropriate mitigations to potential hazards and risks, and that this “tracks the plain-language reading of what is needed for a significant strength.” Protest at 9.

Case study B describes a complex hypothetical scenario in which a radioisotope lab is undergoing a surprise inspection, during which an accident occurs that presents multiple problems that must be managed. Offerors were required to respond to the scenario with an oral presentation, presenting a management plan detailing initial response support, and defining the actions needed to solve the various critical problems. RFP at 97-98. The RFP stated that the management plan would be evaluated for an efficient methodology that meets current regulatory and operational requirements in a synergistic and timely manner, and listed the elements the evaluators would consider in determining the appropriateness, reasonableness, and effectiveness of the response. Id. at 97.

The SEB found a strength in ISSi’s response, as cited by the SSA, above, and discussed it in its report with examples of risk mitigation measures that ISSi proposed, as well as noting the protester’s lessons-learned approach to provide continuous improvement during emergencies. AR, Tab 63, Final SEB Report, at 4,431-32. NASA argues that these evaluation conclusions, and the narrative evaluation on which they are based, are consistent with a strength, and not more. We agree. The definition of significant strength requires “some aspect of the proposal that greatly enhances the potential for successful contract performance.” AR, Tab 32, NASA SEB Source Selection Guide, at 382. We again find ISSi’s objections to the evaluation to be based on disagreement, without showing that the agency’s judgment was unreasonable or its conclusions inconsistent with the RFP.<sup>11</sup>

#### Cost/Price Evaluation

ISSi also protests the agency’s cost/price evaluation, arguing that the agency’s concerns with ISSi’s “realized profit” rate were based upon a flawed analysis. See Supp. Protest at 7-11. As described above, the price analyst reported to the SEB that ISSi’s actual profit rate was likely to be significantly lower than the rate it stated

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<sup>11</sup> Further, ISSi complains that the evaluators treated its proposal and ERT’s proposal unequally with respect to case study B, arguing that they noted strengths for ERT based on individual task orders, whereas ISSi’s proposal was found to have only one strength for its “innovative and proactive approach” for seven task orders. NASA responds that ISSi proposed the exact same set of management system and other details for the individual tasks, while ERT described a customized and distinct approach to various aspects of the subfactor tasks. Supp. AR at 10-11. We find that the agency’s assignment of strengths reasonably reflected the offerors’ differing approaches.

in its FPR, if it hired incumbent staff and paid them at their current rates. This concern was mentioned by the SSA in his source selection decision. ISSi contends the analyst's reasoning and calculations were flawed in a variety of ways.

NASA disagrees with ISSi that the agency's evaluation of the firm's actual profit rate was unreasonable. Supp. AR at 5-8. The agency also contends that, in any event, this concern was not found to be a proposal weakness, which was required to be discussed, and did not affect the SSA's selection judgment. Id. at 9-10.

We need not resolve ISSi's concerns with the agency's evaluation of its profit rate because the record shows that the award decision was not affected by the SEB's or SSA's consideration of the adequacy of ISSi's proposed profit rate. The SSA's contemporaneous documentation of the source selection includes only one sentence relating to this issue: "[a]nd I have concerns regarding some of the proposed profit rates, which, in my opinion, may not be high enough . . ." AR, Tab 66, Source Selection Decision, at 4700. Despite this expression of concern, the selection decision is substantively based on ERT's proposal's "distinct superiority" under the most important mission suitability factor, and the SSA's conclusion that this technical superiority merits the associated difference in cost. Id. Under these circumstances, we conclude that, even were we to agree that errors were made in the price analysis, it would provide no basis to sustain ISSi's protest.<sup>12</sup>

The protest is denied.

Lynn H. Gibson  
General Counsel

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<sup>12</sup> ISSi also argues that because the agency's concerns with its profit rate were "fatal to ISSi's chances [of] receiving [the] contract award," it should have been raised in discussions. Supp. Protest at 1. As noted above, we do not agree that the expressed concern with ISSi's profit rate affected the source selection decision.