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Decision

Matter of: Science Applications International Corporation

File: B-421660; B-421660.2

Date: August 8, 2023

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Adam Supple, Esq., Grant Arnold, Esq., and Hema G. Sresty, Esq., National Aeronautics and Space Administration, for the agency.

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DIGEST

Agency reasonably determined that awardee's proposal was substantially superior to protester's proposal under the most important evaluation factor; offered a cost/price that was less than one percent higher than protester's cost/price; and reflected the best value for the agency.

DECISION

Science Applications International Corporation (SAIC), of Reston, Virginia, protests the National Aeronautics and Space Administration's (NASA) award of a contract to Space Network Solutions, LLC dba Space & Technology Solutions (STS), pursuant to request for proposals (RFP) No. 80GSFC21R0046, to provide engineering support services. SAIC, the incumbent contractor, protests the agency's determination that STS's proposal was substantially superior to SAIC's under the most important evaluation factor, mission suitability, and offered the best value to the agency. Protest at 16-51.¹

We deny the protest.

¹ Page number citations in this decision refer to the Adobe PDF page numbers in the documents submitted.

BACKGROUND

On April 29, 2022, the agency issued the solicitation for the procurement at issue here,² seeking proposals to provide engineering support services for various organizations within NASA.³ The solicitation contemplated the single award of an indefinite-delivery, indefinite-quantity contract under which task orders will subsequently be issued,⁴ and provided that the source selection decision would be based on a best-value tradeoff between the following evaluation factors, listed in descending order of importance: mission suitability, cost, and past performance.

Of relevance here, the solicitation established three subfactors under the mission suitability factor (technical approach, management approach, and small business utilization), and provided that the agency would assign adjectival ratings and point scores under each subfactor⁵ based on the agency's assessment of strengths, significant strengths, weaknesses, significant weaknesses, and deficiencies.⁶ RFP at 147.

With regard to the technical approach subfactor, the solicitation contained two "representative task orders" (RTOs) for which offerors were required to propose solutions. Specifically, the solicitation stated:

² The procurement is referred to as "Omnibus Multidiscipline Engineering Services (OMES) III." Agency Report (AR), Tab 3, RFP at 2.

³ The solicitation provided that "the purpose of the OMES III contract is to provide multidiscipline engineering support services and related work to JPSS [Joint Polar Satellite System], NEXIS [NASA's Exploration and In-space Services], ETD [engineering and technology directorate] engineering divisions . . . and related organizations." *Id.*

⁴ The contract will have a "potential maximum ordering value of \$934.7M[illion]." AR, Tab 10, Source Selection Authority's (SSA) Source Selection Statement at 1.

⁵ The solicitation provided for adjectival ratings of excellent, very good, good, fair, and poor to be assigned under each subfactor, and stated that the agency would not assign an adjectival rating at the factor level. RFP at 147-148; see NFS §1815.305(a)(3)(A). The solicitation also established each subfactor's relative weight/maximum point score, as follows: technical approach (400 points); management approach (500 points); and small business utilization (100 points). RFP at 147.

⁶ The solicitation defined a "strength" as "an aspect of the proposal that will have some positive impact on the successful performance of the contract"; a "significant strength" as an "aspect of the proposal that greatly enhances the potential for successful contract performance"; and a "weakness" as "a flaw in the proposal that increases the risk of unsuccessful contract performance." *Id.* The solicitation also defined the terms "significant weakness" and "deficiency," but the agency did not make such assessments in evaluating either proposal.

The Offeror shall provide written task plans addressing each representative task. . . . [E]ach task plan shall identify the technical approach, labor categories, projected labor hours, Government interface, and the flow of activities from start to completion (including timeline). The plan must be sufficiently specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution.

RFP at 115.

With regard to evaluation under the technical approach subfactor, the RFP stated that each proposal “will be evaluated for effectiveness, reasonableness, understanding, and efficiency” and would include assessments regarding “the appropriateness of the offeror’s proposed resources, and associated programmatic risk.” *Id.* at 143. Consistent with these provisions, the solicitation advised offerors that their proposals should “demonstrate understanding of the overall and specific [contract] requirements; “convey the company’s capabilities for transforming understanding into accomplishment; and “present in detail, the plans and methods for so doing.” *Id.* at 105.

On or before June 7, 2022, proposals were submitted by two offerors: STS and SAIC. Thereafter, the proposals were rated as follows:⁷

⁷ The RFP provided that the agency intended to award a contract without conducting discussions, RFP at 107-108; consistent with that provision, no discussions were conducted with the offerors.

	SAIC	STS
Mission Suitability -- Total Point Score/Maximum	639/1000	908/1000
Technical Approach Adjectival Rating Point Score/Maximum	Good 232/400	Excellent 380/400
Management Approach Adjectival Rating Point Score/Maximum	Good 315/500	Very Good 430/500
Small Business Adjectival Rating Point Score/Maximum	Excellent 92/100	Excellent 98/100
Past Performance⁸	Very High	Very High
Evaluated Cost⁹	\$494,155,418	\$498,104,773

Contracting Officer's Statement at 11.

In evaluating SAIC's proposal under the technical approach subfactor, the source evaluation board (SEB) assessed one weakness and no strengths or significant strengths.¹⁰ AR, Tab 9, SEB Briefing to SSA at 21-23. Specifically, the weakness was based on SAIC's response to RTO No. 2,¹¹ in which SAIC proposed a candidate to serve as a mission systems engineer (MSE) and task order lead who had "never served as an MSE" and had only "narrow subsystem experience." *Id.* at 22. More specifically, the SEB noted that the proposed candidate demonstrated experience only with "robotic design"; yet, the MSE's responsibilities would "include oversight of several of the key technical satellite subsystems." *Id.* The SEB concluded that the proposed candidate's experience was "inadequate to provide the knowledge and insight to carry out the

⁸ The solicitation provided that, under the past performance factor, the agency would assign confidence ratings of very high, high, moderate, low, very low, or neutral. RFP at 150-151.

⁹ The solicitation provided that proposed costs would be evaluated for reasonableness and realism. The agency determined that the proposed costs of each offeror were reasonable and realistic.

¹⁰ In contrast, in evaluating STS's proposal under the technical approach subfactor, the SEB assessed two significant strengths, four strengths, and no weaknesses. AR, Tab 9, SEB Briefing to SSA at 42-56.

¹¹ This RTO was to support NASA's Exploration and In-space Services (NExIS) Projects Division and required offerors to "[d]esign and develop a mission which grapples the communications satellite with an option to refuel and Postmission Disposal of Space Structures with a controlled re-entry to a non-populated region of the Earth." RFP at 387.

mission-level duties of the MSE position”¹² and that SAIC’s proposed approach “present[ed] a risk to cost, schedule and potentially mission success.” *Id.*

Next, in evaluating SAIC’s proposal under the management approach subfactor, the SEB assessed two weaknesses related to the position qualifications proposed by SAIC.¹³ Specifically, the SEB assessed a weakness on the basis that SAIC proposed to substitute experience for educational requirements across a broad spectrum of labor categories, including those that required a doctorate degree/PhD.¹⁴ The SEB concluded that the scope of SAIC’s proposed substitutions was too broad in that it “include[d] High School/GED and PhD in the equivalency spectrum.” *Id.* at 32-33. More specifically, the SEB elaborated that “a high school/GED candidate, [who] was likely hired in a technician position, cannot be reasonably expected to successfully execute a [PhD] position that could involve complex computational modeling.” *Id.* The SEB further noted that SAIC proposed to credit “military service” as experience,¹⁵ but did not

¹² Among other things, the SEB noted that SAIC’s proposed MSE “would be unprepared to manage the mission-level trades associated with satellite subsystems to derive a working Concept of Operations (ConOps) in the proposed trade study.” AR, Tab 9, SEB Briefing to SSA at 22.

¹³ The solicitation provided that: “Offerors shall provide written Position Qualifications for each specific labor category proposed for contract performance. . . . Offerors shall address the minimum requirements of the Position Qualifications, to include necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and/or experience required for the position.” RFP at 117-118. The solicitation added, “Offerors may propose equivalencies to meet the Position Qualifications requirements,” but also stated: “If equivalencies are proposed, the Offeror shall provide the same level of detail as above.” *Id.*

¹⁴ SAIC’s proposal stated:

[T]o better provide flexibility . . . SAIC requests qualification equivalencies applicable to each proposed category. The following is a summation of the equivalency to be utilized.

Education	Years of Experience
High School (GED)	N/A
AA / AS	[redacted] Years
BA /BS	[redacted] Years
MA /MS	[redacted] Years
PhD	[redacted] Years

AR, Tab 6, SAIC Proposal Vol. III at 4.

¹⁵ SAIC’s proposal provided that [redacted] of military service would “equate to [redacted] of experience.” AR, Tab 6, SAIC Proposal Vol III at 4,

provide that the military service needed to be relevant to the labor category being staffed. *Id.* Finally, the SEB noted that SAIC's proposed approach "would eliminate the need to consult with the government" prior to SAIC's substitution of experience for education.¹⁶ *Id.* at 32-33. Accordingly, the SEB concluded that SAIC's proposed approach "increases the risk that unqualified applicants [will be] staffed, and increases the likelihood of unsuccessful contract performance."¹⁷ *Id.*

Thereafter, the SSA reviewed the SEB's evaluation, adopted the SEB's findings, and concluded that STS's proposal offered a "clear and distinct advantage" under the technical approach subfactor, and a "slight advantage" under the management approach subfactor.¹⁸ AR, Tab 10, Source Selection Statement at 8-10. Based on the fact that STS's evaluated costs were "only very slightly higher (less than 1 [percent])" than SAIC's evaluated costs, the SSA concluded that STS's proposal offered the best value to the Government. *Id.* at 11.

On April 18, the agency awarded the contract to STS. This protest followed.

DISCUSSION

SAIC asserts that: the agency's assessment of weaknesses in SAIC's proposal under the mission suitability factor "applied unstated evaluation criteria"; the agency's evaluation of the two proposals reflected "disparate treatment"; and "because of these multiple errors . . . [the agency] could not have conducted a valid best value tradeoff analysis." Protest at 16-18. As discussed below, we find no merit in any of SAIC's allegations.¹⁹

¹⁶ The SEB noted that: "Under the current OMES II contract, [SAIC] must submit waivers for applicants that do not meet the education and experience requirements. . . . SAIC has proposed an approach that would eliminate the need to consult with the government." AR, Tab 9, SEB Briefing to SSA at 32.

¹⁷ In evaluating SAIC's proposal under the management approach subfactor, the agency also assessed a weakness on the basis that SAIC's proposal grouped [redacted] into [redacted] labor categories. *Id.* at 34-36.

¹⁸ The SSA also concluded that there was "no meaningful discriminator" under the small business subfactor or the past performance evaluation factor. AR, Tab 10, Source Selection Statement at 11.

¹⁹ SAIC's various protest submissions include variations of, or additions to, the specific arguments discussed below, including assertions that the agency: should have assessed various additional strengths or significant strengths in SAIC's proposal; should not have assessed various strengths or significant strengths in STS's proposal; engaged in a "post hoc" reevaluation of SAIC's proposal; and failed to adequately document its evaluation. We have considered all of SAIC's allegations and find no basis to sustain its protest.

Evaluation of Weaknesses in SAIC's Proposal

First, SAIC challenges the agency's assessment of weaknesses in SAIC's proposal under the technical approach and management approach subfactors of the mission suitability factor. In challenging the assessed weaknesses, SAIC maintains that the agency applied "unstated evaluation criteria." Protest at 17.

For example, with regard to the agency's evaluation under the technical approach subfactor, SAIC complains that the agency's criticism of SAIC's response to RTO No. 2 for proposing an MSE task order lead with inadequate experience was improper because "nothing in the RFP . . . advised offerors that NASA would be evaluating the resumes of proposed personnel." *Id.* at 20. More specifically, SAIC complains that, although each offeror was directed to identify its technical approach to performing the RTO, the RFP "did not set minimum or desired qualifications for the MSE position." *Id.* at 21. Accordingly, SAIC maintains that the agency's consideration of the experience and qualifications of the candidate SAIC proposed was "not tethered to any terms of the RFP," constituted application of "unstated evaluation criteria," and "renders the assignment of this Weakness irrational and unreasonable." *Id.* at 24; Comments at 2.

The agency first responds that, while the solicitation permitted each offeror flexibility to develop and describe its technical approach, it required that such description be "sufficiently specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks, and critical issues." Memorandum of Law at 5; see RFP at 115. Further, the solicitation advised offerors that their proposed approaches to the RTOs would be evaluated for "effectiveness, reasonableness, understanding, and efficiency." RFP at 143. Accordingly, the agency maintains that its consideration of the experience and qualifications of SAIC's proposed candidate, and its determination that SAIC's proposed reliance on this candidate would require that she accept responsibilities well beyond her demonstrated experience, were reasonable and consistent with the terms of the solicitation.

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 established factors. *Northrop Grumman Sys. Corp.*, B-414312 *et al.*, May 1, 2017, 2017 CPD ¶ 128 at 12; *Information Ventures, Inc.*, B-401448.5, B-401448.6, May 13, 2010, 2010 CPD ¶ 180 at 7.

Here, while the solicitation permitted each offeror flexibility to describe its technical approach, it directed that such description must be "sufficiently specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks, and critical issues." RFP at 115. Further, the solicitation advised offerors that their proposed approaches would be evaluated for "effectiveness, reasonableness, understanding, and efficiency," including assessments regarding "the appropriateness of the offeror's proposed resources." *Id.* at 143. Here, the agency's consideration of the experience and qualifications of SAIC's proposed task order lead

were clearly related to and encompassed within the scope of the solicitation's stated evaluation criteria. Specifically, we find the solicitation's charge that the agency would consider the "appropriateness of the offeror's resources" as the type of evaluation factor that would include consideration of the experience and qualifications of staff assigned to perform the task order. Accordingly, we find no basis to question the agency's consideration of the proposed candidate's experience and qualifications or its assessment of a weakness in that regard, and we reject SAIC's assertion that the agency's assessment constituted application of unstated evaluation factors.

By way of another example, SAIC asserts that the agency improperly assessed a weakness under the management approach subfactor regarding SAIC's approach to substituting experience for educational requirements. More specifically, SAIC asserts that the agency's assessment was "contrary to the terms of the RFP" because the solicitation "invited offerors to propose education equivalencies."²⁰ Protest at 36-37. In this regard, SAIC asserts that, because its proposal contained a statement that the labor categories SAIC proposed were "segmented with appropriate levels of education, experience, certifications, and clearances relevant to potential assigned work," see AR, Tab 5, SAIC Proposal Vol. II at 118, the agency should have concluded that it could "trust SAIC" to implement "only relevant and appropriate equivalencies." Protest at 39.

The agency first responds that, although the solicitation permitted offerors to propose substitution of experience for educational qualifications, the solicitation also required that offerors "provide the same level of detail" in their proposed equivalencies as was required for the basic position qualifications, and provided that an offeror's approach in this regard would be evaluated for "adequacy, reasonableness and effectiveness." RFP at 117-118, 144-145.

Next, the agency references SAIC's approach to substitution of experience for educational qualifications, noting that SAIC proposed that such substitution would be applied to all labor categories²¹--including those that required doctorate degrees/PhDs. The agency maintains that it reasonably concluded that SAIC's approach was overly broad in that it would permit SAIC to staff positions requiring a doctorate degree/PhD with candidates who had no more than a high school/GED education. Contracting Officer's Statement at 20-21. The agency further notes that, as written, SAIC's proposal

²⁰ As noted above, the solicitation stated: "Offerors shall provide written Position Qualifications for each specific labor category proposed for contract performance. . . . Offerors shall address the minimum requirements of the Position Qualifications, to include necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and/or experience required for the position." RFP at 117-118. The solicitation added, "Offerors may propose equivalencies to meet the Position Qualifications requirements," but also stated: "If equivalencies are proposed, the Offeror shall provide the same level of detail as above." *Id.*

²¹ SAIC's proposal stated that the "qualification equivalencies" would be "applicable to each proposed [labor] category." AR, Tab 6, SAIC Proposal Vol III at 4.

would permit substitution of military service for educational requirements; yet, nothing in SAIC's proposal provided that the military service must be relevant to the labor category being filled. *Id.* Finally, the agency notes that, pursuant to SAIC's proposed approach, SAIC would not generally be required to notify the agency of substitutions and, thus, the agency would be unable to adequately assess SAIC's implementation of its staffing approach. *Id.* at 20-22.

Overall, the agency maintains that the proposed scope of substitutions was too broad, and the proposal was "too loosely written" in that it failed to provide adequate assurances regarding SAIC's implementation of its proposed approach; accordingly, the agency maintains that SAIC's proposal created risk that SAIC would staff the contract with unqualified candidates and warranted the agency's assessment of a weakness. *Id.* at 19-22.

As noted above, an agency's evaluation may properly consider matters that are reasonably encompassed by the solicitation's stated evaluation factors. *Northrop Grumman Sys. Corp., supra; Information Ventures, Inc., supra.* Further, in reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgments were reasonable, and in accordance with the terms of the solicitation and applicable procurement statutes and regulations. *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 7. Finally, in a negotiated procurement, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. *Applied Visual Tech., Inc.*, B-401804.3, Aug. 21, 2015, 2015 CPD ¶ 261 at 3; *ARBEiT, LLC*, B-411049, Apr. 27, 2015, 2015 CPD ¶ 146 at 4.

Here, based on our review of the record, including SAIC's proposal, we find no basis to question the agency's consideration of the specific details associated with SAIC's approach to substitute experience for educational requirements; neither do we question the reasonableness of the agency's conclusion that SAIC's proposed approach created risk and warranted assessment of a weakness. As noted above, while the solicitation permitted substitution of experience for educational requirements, it also required that sufficient details regarding the proposed "equivalency" approach be provided, and stated that the proposed approach would be evaluated for "adequacy, reasonableness and effectiveness." RFP at 144-145. Here, the agency considered the specific information that SAIC's proposal provided with regard to the proposed equivalencies, and concluded that the proposal failed to provide sufficient information with regard to the type of experience that would be substituted for the educational requirements and that the scope of SAIC's proposed application of such substitution was unreasonably broad. In the context of the solicitation provisions stating that an offeror's proposed approach would be evaluated with regard to both the adequacy of the information submitted as well as the reasonableness of the proposed approach, we find nothing unreasonable in the agency's assessment of a weakness on the bases that the scope of SAIC's proposed approach was overly broad and that SAIC's proposal failed to provide

adequate information regarding the manner in which the proposed approach would be implemented. Accordingly, we find no merit in SAIC's assertions that the agency's assessment of a weakness was unreasonable or contrary to the terms of the solicitation.

Alleged Disparate Treatment

Next, SAIC asserts that the agency improperly engaged in "disparate treatment" of the two offerors' proposals. Protest at 17. In this regard, SAIC asserts that the agency gave STS "extra credit in the form of Strengths and Significant Strengths" for proposing approaches that were similar to those in SAIC's proposal; yet, the agency failed to similarly assess strengths or significant strengths in SAIC's proposal. *Id.* at 18.

For example, SAIC notes that the agency assessed a significant strength in STS's proposed response to RTO No. 1 on the basis that STS "prioritized an accelerated schedule" and "place[d] meaningful emphasis on schedule risk reduction."²² See AR, Tab 10, Source Selection Statement at 6. SAIC complains that its proposal addressed schedule in a manner that SAIC alternatively characterizes as "substantively similar" to, or "substantively indistinguishable" from, STS's approach, see Protest at 24, 28; yet, SAIC's proposal did not receive an assessment of a strength or significant strength with regard to the schedule requirements. Accordingly, SAIC asserts that because it "emphasized schedule . . . in the same way that STS did,"²³ the agency's failure to assess a similar strength in SAIC's proposal reflected unequal treatment. *Id.* at 27.

The agency responds that STS's proposal was assessed a significant strength regarding its approach to RTO No. 1 on the basis of its "comprehensive understanding of Ozone instruments [which] reduces risks, accelerates schedule, and could enhance science for NASA." AR, Tab 9, SEB Briefing to SSA at 45; Contracting Officer's Statement at 14-15; Memorandum of Law at 6-9. In contrast, the agency notes that, while SAIC's proposed schedule was "adequate," it did not warrant a strength or significant strength because it failed to present "meaningful measures to accelerate and maintain the aggressive schedule defined by the RTO." Contracting Officer's Statement at 14. More specifically, the agency notes that SAIC's response to RTO No 1 failed to

²² With regard to RTO No.1, the solicitation noted that NASA has recently been authorized to "begin development of a new ozone detecting 'smallsat' constellation." RFP at 383-386. Under RTO No. 1, each offeror was directed to prepare a proposed plan under which it would: "[c]onduct an operational demonstration mission," (labeled "OzoneSat-1"); "take the OzoneSat-1 Mission from Pre-Phase A development to PDR [preliminary design review] within the current task period"; "recommend the tailoring of requirements, documentation, reviews, and development **in order to meet this ambitious project schedule**"; and "**prioritize mission schedule, cost and functionality in that order.**" *Id.* (Emphasis added.)

²³ SAIC states that it "called out the schedule at least 50 times in its . . . response [to RTO No. 1]." Protest at 27.

meaningfully discuss various challenges it would likely encounter and, thereby, demonstrated a limited understanding of the requirements, which placed its proposed schedule at risk. *Id.* at 14-15. Accordingly, the agency maintains that the two proposals were not similar in their approach to meeting the schedule requirements, and the agency's differing assessments regarding schedule reflected differences in the two proposals. *Id.*

When a protester alleges disparate treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the offerors' proposals. See, e.g., *INDUS Tech., Inc.*, B-411702 *et al.*, Sept. 29, 2015, 2015 CPD ¶ 304 at 6. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably assessed weaknesses or failed to assess strengths for aspects of its proposal that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. See, e.g., *22nd Century Techs., Inc.*, B-420510, B-420510.2, May 4, 2022, 2022 CPD ¶ 127; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 5.

Here, based on our review of the record, we reject SAIC's assertion that its proposal was substantively indistinguishable or nearly identical to STS's with regard to the likelihood that it would meet the solicitation's "ambitious schedule."²⁴ Further, as discussed above, the solicitation provided that each offeror's approach to the RTOs would be evaluated for "effectiveness, reasonableness, understanding, and efficiency" and would include assessments regarding "associated programmatic risk." RFP at 143. The record here provides ample support for the agency's determination that STS's response to RTO No. 1 demonstrated a superior understanding of the particular challenges and associated risks that could impact schedule, and reasonably concluded that STS's proposal warranted a significant strength in this regard, while SAIC's proposal did not. SAIC's protest to the contrary is without merit.

By way of another example, SAIC complains that the agency "irrationally and unequally evaluated SAIC and STS with regard to their respective approaches to the RFP's Phase-In Plan requirement."²⁵ Protest at 40. Although the agency assigned both SAIC

²⁴ As noted above, the solicitation's requirements for responding to RTO No. 1 directed offerors to propose a plan to "take the OzoneSat-1 Mission from Pre-Phase A development to PDR [preliminary design review] **within the current task period**"; "recommend the tailoring of requirements, documentation, reviews, and development **in order to meet this ambitious project schedule**"; and "**prioritize mission schedule, cost and functionality in that order.**" RFP at 384 (Emphasis added.)

²⁵ The solicitation provided for a 60-day phase-in period, and required that each offeror "provide a detailed phase-in plan that will ensure continuity and a smooth transition." RFP at 116.

and STS strengths for their proposed phase-in plans,²⁶ SAIC asserts that, “as the incumbent contractor,” it is “is uniquely positioned” to “seamlessly transition” to the new contract. *Id.* at 41. According, SAIC asserts that “comparatively speaking,” SAIC’s proposed phase-in plan should have been credited with a significant strength due the “seamless[] transition” SAIC would provide as the incumbent contractor. *Id.* at 49; Comments at 9.

The agency responds that it properly assessed a strength for each offeror’s phase-in plan. Contracting Officer’s Statement at 22-23. In this regard, the agency acknowledges that SAIC’s proposal presented a “low-risk solution that would not disrupt the OMES II contract” and warranted assessment of a strength because it would enable “smooth transition during the 60-day phase-in period.” *Id.* Similarly, the agency states that STS’s phase-in plan was assessed a strength because it described a detailed [redacted] phase-in schedule” that was “supported with documentation” and demonstrated “insightful forethought.” *Id.* In short, the agency maintains that it properly and reasonably exercised its subjective judgment and concluded that each proposal should be assessed a strength for its phase-in plan.

As noted above, we will not reevaluate offerors’ proposals, and procuring agencies have considerable discretion in making subjective judgments regarding the relative merits of competing proposals. In this context, a protester’s assertion that its proposal merits more heavily-weighted strengths generally reflects little more than the protester’s disagreement with the agency’s judgment and, as such, does not provide a basis to sustain a protest. See, e.g., *Protection Strategies, Inc.* B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8. Finally, we have repeatedly rejected arguments that an incumbent contractor’s proposal must receive additional credit because of its incumbency. See, e.g., *Three Cities Management, LLC*, B-420812, B-420812.2, Aug. 31, 2022, 2022 CPD ¶ 231 at 7; *Sterling Medical Assocs., Inc.*, B-418384, B-418384.2, Mar. 26, 2020, 2020 CPD ¶ 130 at 7; *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7.

Here, based on our review of the record, including both offerors’ proposals, we find nothing unreasonable in the agency’s determination that both proposals warranted strengths--but not significant strengths--with regard to the solicitation’s phase-in requirements. SAIC’s protest to the contrary is without merit.

Best-Value Tradeoff

²⁶ With regard to SAIC, the agency assessed a strength, stating: “SAIC’s Phase-In Plan (PIP) presents a low-risk solution . . . to seamlessly transition to the OMES III contract without disrupting ongoing OMES II support.” AR, Tab 10, Source Selection Statement at 5. With regard to STS, the agency assessed a strength stating: “STS proposes an efficient and proactive phase-in process that will minimize disruptions to the contract.” *Id.* at 6.

Finally, SAIC argues that the agency's best-value tradeoff decision "cannot stand because it [was] based on NASA's flawed underlying evaluation." Protest at 18-19, 49. This allegation is derivative of SAIC's various challenges to the agency's evaluation of the offerors' proposals--all of which we have considered and rejected. Accordingly, we dismiss SAIC's protest to the extent it challenges the best-value tradeoff because derivative allegations do not establish an independent basis of protest. *Computer World Servs.*, B-417356, May 16, 2019, 2019 CPD ¶ 185 at 5 n.4.

The protest is denied.

Edda Emmanuelli Perez
General Counsel