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Decision

Matter of: Science Applications International Corporation

File: B-422331; B-422331.2

Date: May 10, 2024

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DIGEST

Protest that agency improperly excluded protester's proposal from the competitive range is denied where record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Science Applications International Corporation (SAIC), of Reston, Virginia, protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. 80TECH23R0002, issued by the National Aeronautics and Space Administration (NASA) for the maintenance of information technology (IT) systems, development of new applications, rationalization of duplicative efforts, and other functions. SAIC challenges the agency's evaluation of its mission suitability proposal, NASA's evaluation of one of the proposals in the competitive range, and the competitive range decision.

We dismiss the protest in part and deny it in part.

BACKGROUND

The mission of NASA's Office of the Chief Information Officer is to increase the productivity of the agency's workforce. Agency Report (AR), Exh. 4B, RFP attach. 1, Performance Work Statement (PWS) at 5. As part of that effort, the agency is consolidating related requirements across NASA's centers and centralizing IT support services. *Id.* The procurement at issue--referred to as NASA Consolidated Applications and Platform Services (NCAPS)--resulted from that effort, and consolidates work

previously performed under 10 separate contracts. *Id.*; Contracting Officer’s Statement (COS) at 1-2. The protester is the incumbent for one of the 10 consolidated contracts. COS at 2.

NASA issued the solicitation for the NCAPS contract pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15 on March 15, 2023. COS at 1. The solicitation contemplated the award of a requirements-based, hybrid contract under which the agency would acquire services and deliverables as firm-fixed price catalog items and cost-plus-fixed-fee catalog items, as well as by issuing indefinite-delivery, indefinite-quantity task orders.¹ AR, Exh. 4A, RFP at 16-17; COS at 1. The scope of work included general IT services, customer support, information management services, defined direct mission support systems, and integration of decentralized support contracts to one centralized source of support. PWS at 7. The RFP contemplated a contract with an 8-year period of performance and ceiling value in excess of \$2 billion (excluding phase-in). COS at 1.

The solicitation established that award would be made using a best-value tradeoff based on the following factors: mission suitability, past performance, and cost/price. RFP at 192. The mission suitability factor was more important than the past performance factor, and the non-price factors, when combined, were significantly more important than cost/price. *Id.*

The mission suitability factor (with a total value of 1,000 points) consisted of four subfactors, with the following assigned point values: technical scenario video presentation (100 points), technical approach (400 points), management approach (400 points), and small business utilization (100 points). RFP at 196. NASA would assign adjectival ratings and numerical scores for each subfactor using the adjectival ratings, definitions, and percentile ranges provided in NASA FAR Supplement (NFS) 1815.305(a)(3)(A), set forth below.

Adjectival Rating	Definitions	Percentile Range
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror’s response.	51-70

¹ The solicitation also included contract line items for other direct costs. RFP at 16-17.

Adjectival Rating	Definitions	Percentile Range
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

The RFP stated the agency would also assess significant weaknesses, weaknesses, deficiencies, strengths, and significant strengths under each subfactor. RFP at 196.

As relevant here, for the technical scenario video presentation subfactor, offerors were required to submit a video presentation in the form of a briefing in which the offeror's personnel addressed two scenarios. RFP at 161-63. NASA would evaluate the offeror's approach to each scenario for understanding, feasibility, efficiency, effectiveness, and degree of risk for delivering solutions in accomplishing the requirements. *Id.* at 193.

For the technical approach subfactor, the solicitation instructed offerors to address two aspects of the performance work statement: (1) applications development, security, and operations and (2) innovation services approach. RFP at 169. NASA would evaluate the offeror's approach for understanding, feasibility, efficiency, effectiveness, and degree of risk. *Id.* at 193-94.

With respect to the management approach subfactor, the solicitation provided that the agency would evaluate the offeror's management plan, phase-in plan, staffing plan, and total compensation plan. RFP at 194. The total compensation plan would be evaluated in accordance with FAR provision 52.222-46, Evaluation of Compensation for Professional Employees, and NFS 1852.231-71, Determination of Compensation Reasonableness. *Id.*

Under the solicitation, fixed-price contract line items would be evaluated to ensure fair and reasonable prices, and cost contract line items would be evaluated for cost realism. RFP at 200.

NASA received proposals from five offerors before the RFP's submission deadline. COS at 6. The source evaluation board (SEB) evaluated the offerors' technical proposals and assigned the protester's proposal a total score of 567 points under the mission suitability factor. AR, Exh. 7, SEB Presentation Excerpts at 30. As relevant here, the SEB rated SAIC's proposal as poor (28 points) under the technical scenario video presentation subfactor after finding the proposal had one strength, five weaknesses, one significant weakness, and that it demonstrated a lack of overall competence. *Id.* at 32. For example, the SEB assessed a weakness because SAIC proposed to bill the agency for a fixed-price catalog item at 90 percent completion when

the contract required acceptance of the deliverable before invoicing. *Id.* at 38. As also relevant here, the SEB assigned SAIC’s proposal a good rating (220 points) under the technical approach subfactor. *Id.* at 46. The evaluators found that the proposal had no deficiencies, one weakness, and no strengths under that subfactor.² *Id.*

The contracting officer reviewed the SEB’s evaluation findings and then concurred with and adopted the SEB’s conclusions and supporting rationale. AR, Exh. 8, Competitive Range Mem. at 1. The contracting officer prepared a memorandum recommending the establishment of a competitive range based on the evaluation of initial proposals. The memorandum set forth the evaluation results for the proposals relevant to this protest as follows:

	SAIC	Offeror A	Offeror B
Mission Suitability	567	808	724
Technical Scenario Video Presentation	28 Poor	83 Very Good	15 Poor
Technical Approach	220 Good	380 Excellent	320 Very Good
Management Approach	244 Good	260 Good	328 Very Good
Small Business Utilization	75 Very Good	85 Very Good	61 Good
Past Performance	Very High Level of Confidence	Very High Level of Confidence	Very High Level of Confidence
Proposed Cost/Price	\$1,254,779,589	\$884,925,156	\$1,245,926,550

AR, Exh. 8, Competitive Range Mem. at 6-7.

In the competitive range determination, the contracting officer reviewed the ratings and scores assigned to each proposal under each of the factors and subfactors. AR, Exh. 8, Competitive Range Mem. at 7-13. The contracting officer also discussed the deficiencies, significant weaknesses, weaknesses, strengths, and significant strengths the SEB identified in each proposal. For example, the contracting officer discussed the significant weakness assessed to SAIC’s proposal under the technical scenario video presentation subfactor for proposing to bill NASA earlier than permitted. *Id.* at 10. As an additional example, the contracting officer noted that Offeror A’s proposal received

² The SEB assessed a weakness under the technical approach subfactor because the evaluators found SAIC’s approach to provide a “unified innovation and strategy generation and deployment requirements to be inefficient and ineffective.” AR, Exh. 7, SEB Presentation Excerpts at 48. The SEB noted that SAIC proposed a five-step process, and aspects of the process did not align with requirements in the performance work statement. *Id.*

two significant strengths under the technical approach subfactor, including a significant strength for its approach to increase development and deployment efficiencies, which the agency found was feasible, effective, and showed a comprehensive understanding of the requirements. *Id.* at 7.

The contracting officer compared the proposals and observed that SAIC received the second lowest score under the mission suitability factor and proposed the third highest cost/price. *Id.* at 11. The contracting officer wrote:

Even if this offeror were able to correct its weaknesses and significant weakness as a result of discussions, it is highly unlikely that the offeror could appreciably increase its ratings under Mission Suitability and reduce its proposed cost/price in order to be competitive, without making significant proposal revisions. Based on the SEB's evaluation findings and results for SAIC's proposal, I have concluded that SAIC's proposal is not one of the most highly rated proposals and should not be included in the competitive range.

Id. The contracting officer determined that the proposals submitted by Offeror A and Offeror B should be included in the competitive range, and the remaining proposals--including SAIC's--should not be included. *Id.* at 6-7. The source selection authority concurred with the contracting officer's findings, and NASA established a competitive range of two proposals. *Id.* at 12-13; COS at 8.

NASA informed SAIC that its proposal had been excluded from the competitive range on January 9, 2024. AR, Exh. 9B, Competitive Range Notice. After requesting and receiving a debriefing, SAIC filed this protest with our Office.

DISCUSSION

SAIC protests NASA's evaluation of the protester's mission suitability proposal, NASA's evaluation of one of the proposals in the competitive range (referred to here as Offeror A's proposal), and the competitive range determination.³ We have reviewed all of the protester's arguments and find that none provides a basis to sustain this protest.

³ Initially, SAIC also argued that NASA did not properly consider cost/price in the competitive range determination. Protest at 36-38. In particular, the protester complained that NASA failed to evaluate the offerors' professional compensation plans. *Id.* at 37. SAIC subsequently withdrew that protest ground. Resp. to Req. for Partial Dismissal at 1.

Preliminary Matters

Before turning to the merits of SAIC's protest, we address the agency's request for summary dismissal, which NASA filed in response to SAIC's supplemental protest and comments to the agency report.

By way of background, in SAIC's initial protest, the protester challenged multiple aspects of the agency's evaluation of SAIC's mission suitability proposal. Specifically, the protester argued that NASA failed to assign the protester's proposal four strengths under the technical approach subfactor; challenged the weakness assessed under the same subfactor; complained that NASA should have assigned four strengths under the management approach subfactor; and alleged that the weaknesses and significant weaknesses assessed under the technical scenario video presentation subfactor were unreasonable. Protest at 19-36. Additionally, SAIC asserted that NASA improperly relied solely on point scores and adjectival ratings in making its competitive range decision. *Id.* at 17-18.

In the agency report, NASA provided a detailed response to SAIC's allegations regarding the assessment of strengths and weaknesses. Memorandum of Law (MOL) at 6-37; COS at 8-35. The agency also defended its competitive range decision, arguing that the contracting officer examined the point scores, adjectival ratings, and strengths and weaknesses identified in each proposal and exercised reasonable judgment in making the competitive range determination. MOL at 37-40; COS at 35-36.

After receiving the agency report, SAIC raised two supplemental protest grounds. First, the protester asserted that NASA's competitive range determination improperly relied on numerical scores and adjectival ratings, instead of considering the merits of the proposals. Comments & Supp. Protest at 2. Second, SAIC contended that the agency's evaluation of Offeror A's proposal was unreasonable because (1) the proposal should not have been rated as good under the management approach subfactor given Offeror A's lower proposed cost/price, and (2) the agency's cost realism analysis of Offeror A's proposal was unreasonable because NASA failed to recognize the proposed cost was unrealistically low. *Id.* at 4-7.

In its comments to the agency report, SAIC responded to NASA's arguments regarding the allegedly overlooked strengths as follows: "GAO need not resolve the parties' disagreements over whether NASA should have assigned additional strengths to SAIC's proposal . . . NASA's failure to look beyond adjectival ratings and point scores is enough to invalidate the competitive range determination for this procurement." *Id.* at 7. Similarly, the protester stated that our Office need not address whether NASA's assessment of weaknesses and a significant weakness was reasonable because, in its initial protest, SAIC argued the identified weaknesses involved issues that could have been addressed during discussions with minor proposal revisions, contrary to the agency's assessment that it would take a substantial proposal revision to correct. The protester argues that NASA did not meaningfully respond to SAIC's assertion that these issues could be easily resolved through minor revisions. *Id.* at 9.

Before filing a supplemental agency report, NASA submitted a request for dismissal, asking our Office to dismiss SAIC's initial and supplemental protest grounds. Req. for Dismissal at 1. The agency first argues that SAIC's initial protest grounds should be dismissed because SAIC "failed to substantively respond to a single aspect of NASA's Agency Report and therefore SAIC's initial protest should be considered abandoned." *Id.* at 2. Next, NASA asserts the protester's supplemental protest challenging the competitive range decision should be dismissed as a continuation of an abandoned initial protest ground, and the supplemental protest arguments concerning the agency's evaluation of Offeror A's proposal should be dismissed as speculative. *Id.* at 4. After reviewing the agency's request and the protester's response, we advised the parties that the agency need not address SAIC's allegations concerning the agency's evaluation of Offeror A's proposal in a supplemental agency report.

Abandoned Allegations

NASA contends that SAIC abandoned all of its initial protest allegations by failing to provide a substantive response to the agency report. Req. for Dismissal at 2-3. SAIC responds that it did not abandon its initial protest arguments concerning the assessment of strengths and weaknesses and asserts "not every response need go page-for-page to be 'substantive.'" Resp. to Req. for Dismissal at 4. As for its protest of the competitive range determination, SAIC contends NASA's abandonment argument is illogical given the protester raised a supplemental protest ground based on information in the agency report that expanded upon the initial protest allegation. *Id.* at 2.

In responding to an agency report, protesters are required to provide a substantive response to the agency's arguments. *Avionic Instruments LLC*, B-418604.3, May 5, 2021, 2021 CPD ¶ 196 at 5. Where a protester merely references earlier arguments advanced in an initial protest without providing a substantive response to the agency's position, our Office will dismiss the referenced allegations as abandoned. *Id.* Similarly, a protester's statement, without elaboration, that its initial arguments "are maintained" will result in the dismissal of the arguments as abandoned. *Id.*

We find that SAIC abandoned its allegations concerning the assessment of strengths and weaknesses to its proposal. In its report responding to the protest, the agency addressed each of SAIC's evaluation challenges, explaining why it reasonably found that none of the allegedly overlooked aspects of the protester's proposal warranted a strength, and why the SEB evaluated other aspects of the proposal as unfavorable. MOL at 3-37; COS at 8-35. For example, in the initial protest, SAIC alleged that the agency should have assigned a strength for SAIC's proposed cyber matrix security analysis tool because it reduces the time for applications to achieve an authority to operate. Protest at 20-21. In response, the agency explained (1) the proposal sections the protester cited in its protest had little relevance to an authority to operate, (2) the proposal lacked details about achieving a required authority to operate, and (3) the proposal was unclear with respect to the capabilities the tool would provide and how it would integrate with NASA's current systems. MOL at 10-11. SAIC did not provide a substantive response to NASA's arguments rebutting this allegedly overlooked strength

or any of the evaluation findings concerning SAIC's mission suitability proposal. Instead, the protester asserted that our Office need not resolve the parties' disagreements concerning the assessment of strengths or weaknesses. Comments & Supp. Protest at 7, 9. Accordingly, we find SAIC abandoned these arguments, and the protester's challenges to the evaluation of its mission suitability proposal are dismissed. *South Dade Air Conditioning & Refrigeration, Inc.*, B-421406, Apr. 25, 2023, 2023 CPD ¶ 106 at 5 n.6 (finding protester abandoned arguments concerning the alleged failure to recognize strengths where protester failed to rebut the agency's detailed response in its comments).

However, we decline to find that SAIC abandoned its protest of the agency's competitive range determination. The record shows SAIC at all times argued that NASA's competitive range determination was unreasonable. Protest at 17-18; Comments & Supp. Protest at 2-4. The protester explained why it believes the competitive range determination was based only on point scores and adjectival ratings. While the agency may disagree with the merits of SAIC's position, the protester did not fail to provide a substantive response to NASA's arguments. Accordingly, we deny the agency's request to dismiss SAIC's protest of the competitive range determination.

Challenges to the Evaluation of Offeror A's Proposal

As noted above, after receiving the agency report, the protester raised supplemental protest arguments challenging the agency's evaluation of Offeror A's proposal under the management approach subfactor, as well as the cost realism evaluation. Comments & Supp. Protest at 4-7. Specifically, SAIC alleges the agency should not have assigned Offeror A's proposal a rating of good under the management approach subfactor--which included the total compensation plan--because Offeror A's proposed cost/price was 33.2 percent lower than the average cost/price proposed by all offerors. *Id.* at 4. The protester contends that as an incumbent, SAIC understands what labor rates are realistic and reasonable for the work to be performed under the NCAPS contract. *Id.* at 5-6. As for the cost realism evaluation, SAIC complains that the evaluation was unreasonable because the agency did not make any probable cost adjustments to Offeror A's proposed cost. *Id.* at 6.

The agency argues that SAIC's protest of the management approach subfactor evaluation is factually and legally insufficient because the RFP did not provide for cost/price to be considered under that subfactor, and the protester is speculating as to Offeror A's labor rates. Req. for Dismissal at 6-7. With respect to SAIC's challenge of the cost realism evaluation, NASA points out that the solicitation required the agency to evaluate cost realism only for cost contract line items, and a majority of the work is expected to be fixed-priced.⁴ *Id.* at 8 (*citing* RFP at 24-26, 200). NASA also states that the only evidence the protester offers to support its arguments is the fact that Offeror A

⁴ For example, in the base period, the not-to-exceed value for the fixed-price contract line item was \$58,399,100, and the not-to-exceed value for the cost-plus fixed-fee contract line items for the same period of time was \$25,174,463. RFP at 24-25.

proposed a lower total cost/price, which does not demonstrate that Offeror A's proposed cost was unrealistic. *Id.*

SAIC responds that its arguments are not speculative--they "are well-grounded in the factual record currently before the GAO and based on reasonable and credible inferences from that record." Resp. to Req. for Dismissal at 3. The protester also argues the protest grounds are sufficient because SAIC cited evidence in support of its arguments that, if uncontradicted, establish the likelihood of improper agency action. *Id.*

Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4) and (f). Where a protester relies on bare assertions, without further supporting details or evidence, our Office will find that the protest ground amounts to no more than speculation and does not meet the standard contemplated by our regulations for a legally sufficient protest. *Chags Health Info. Tech., LLC*, B-420940.3 *et al.*, Dec. 14, 2022, 2022 CPD ¶ 315 at 5-6 (dismissing arguments that relied solely on the protester's speculation).

We dismiss SAIC's protest of the agency's evaluation of Offeror A's proposal because the allegations are based on speculation. The protester primarily relies on the fact that Offeror A proposed a lower total cost/price to support its assertions that Offeror A's proposal should have been lower rated under the management approach subfactor and that its proposed cost was unrealistic.⁵ Comments & Supp. Protest at 4-7. SAIC's speculation and assumptions about Offeror A's total compensation plan and costs--and the agency's evaluation thereof--are insufficient to form a basis for protest. 4 C.F.R. §§ 21.1(c)(4) and (f); *SimVentions, Inc.*, B-420967, B-420967.2, Nov. 21, 2022, 2022 CPD ¶ 304 at 9-10 (dismissing challenge to cost evaluation that relied on protester's assumptions about costs as the incumbent); *Systems Implementers, Inc., Transcend Tech. Sys., LLC*, B-418963.5 *et al.*, June 1, 2022, 2022 CPD ¶ 138 at 22 n.9 (dismissing protest of agency's evaluation of awardee's professional compensation plan under FAR provision 52.222-46, Evaluation of Compensation for Professional Employees, where protester assumed awardee proposed lower rates); *Sayres & Assocs. Corp.*, B-418382, Mar. 31, 2020, 2020 CPD ¶ 134 at 4 n.6 ("[E]vidence that the awardee proposed a somewhat lower cost than the protester, alone, is not generally

⁵ The protester also notes NASA indicated it would raise cost/price issues in its discussions with Offeror A. Comments & Supp. Protest at 6 (*quoting* AR, Exh. 8, Competitive Range Mem. at 12). NASA counters that raising cost/price issues in discussions does not necessarily mean that Offeror A's proposed cost was unrealistic. The agency also points out that NASA found that SAIC's proposal presented a cost risk, and if SAIC's proposal were included in the competitive range, discussions would be necessary to resolve cost/price issues. Req. for Dismissal at 8; AR, Exh. 10A, Cost Report Excerpt at 36. We agree with the agency that raising cost/price issues during discussions does not establish an offeror's proposed cost was unrealistic, and more importantly that it would have been unreasonable to include the offeror in the competitive range for the purpose of holding discussions.

enough to establish a legally sufficient challenge to an agency's cost realism assessment. This is because such an argument, by itself, does not address the possibility that an awardee simply proposed a different technical approach or composed their indirect labor rates differently such that the somewhat lower cost is realistic for the awardee's proposed approach.”).

Here, the protester uses Offeror A's total proposed cost/price to speculate as to the contents of Offeror A's total compensation plan and the realism of Offeror A's proposed costs. The unreasonably speculative nature of SAIC's allegations is particularly acute here, where total price is not composed of contract line items for labor rates but rather contract line items to provide services in accordance with the PWS. While labor rates are certainly a component of those contract line items, the contract line items prices are combined with other elements, such as a firm's approach, to provide the services for the contract line items. Moreover, the solicitation required the agency to evaluate cost realism only for the cost contract line items. As the agency indicated, and the protester does not dispute, these contract line items reflect a relatively small percentage of the total price where the majority of the work is fixed-price. We find the protester's allegations concerning the sufficiency of Offeror A's total compensation plan and the realism of its proposed costs are premised on unreasonable inferences and assumptions. Accordingly, SAIC's allegations concerning NASA's evaluation of Offeror A's proposal are dismissed.

Competitive Range Determination

The protester, citing *Pinnacle Solutions, Inc.*, B-414360, May 19, 2017, 2017 CPD ¶ 172 (referred to here as *Pinnacle I*) contends that NASA's competitive range decision was flawed because the agency improperly relied on differences in point scores and adjectival ratings, instead of the underlying merits of the offerors' proposal. Comments & Supp. Protest at 2. NASA responds that the contracting officer did not base the competitive range determination on point scores and adjectival ratings and asserts the facts presented are more similar to those in *Pinnacle Solutions, Inc.*, B-414360.2, Dec. 11, 2017, 2018 CPD ¶ 154 (referred to here as *Pinnacle II*), where our Office denied a protest challenging the exclusion of the protester's proposal from the competitive range.

Our Office will review an agency's exclusion of a proposal from the competitive range for reasonableness and consistency with the solicitation's evaluation criteria, as well as applicable statutes and regulations.⁶ *Octo Consulting Grp., Inc.*, B-420988, B-420988.2, Nov. 30, 2022, 2023 CPD ¶ 2 at 4. We note that the determination of whether a proposal is in the competitive range is principally a matter within the contracting agency's discretion. *Advanced Software Sys., Inc.*, B-414892.2 *et al.*,

⁶ As discussed above, the protester abandoned its allegations concerning the agency's evaluation of its proposal. Because we dismissed the protester's challenges to the evaluation, the reasonableness of the evaluation underlying NASA's competitive range determination is not at issue here.

Jan. 7, 2019, 2019 CPD ¶ 51 at 3. An agency is not required to include a proposal in the competitive range when the proposal is not among the most highly rated proposals. FAR 15.306(c)(1); *Cyberdata Techs., LLC*, B-417816, Nov. 5, 2019, 2019 CPD ¶ 379 at 6. A protester's disagreement with an agency's competitive range judgment does not establish that the agency acted unreasonably. *Octo Consulting, supra*.

We find that the contracting officer's competitive range determination was reasonable, adequately supported, and included a meaningful consideration of all evaluation factors. Contrary to SAIC's assertions otherwise, the contracting officer did not rely only on point scores and adjectival ratings. The record demonstrates that the contracting officer was present for meetings of the SEB and was aware of the SEB's rationale underlying its evaluation of each factor and subfactor. AR, Exh. 8, Competitive Range Mem. at 1. In reaching the competitive range determination, the contracting officer relied on his knowledge of the SEB's evaluation and recommendations, the SEB's detailed presentation to the source selection authority, and his own assessment of the evaluation results under each of the evaluation factors and subfactors. *Id.* Based on this information, the contracting officer prepared a competitive range memorandum to summarize his conclusions, which included a chart detailing the ratings of all proposals, as well as a written narrative detailing the SEB's findings with respect to strengths and weaknesses, the level of confidence assigned under the past performance factor, and the total evaluated cost/price for each proposal. *Id.* at 6-12. The contracting officer summarized these findings and provided a rationale for excluding SAIC's proposal from the competitive range. *Id.* at 10-11.

The protester acknowledges that the competitive range determination discusses the strengths and weaknesses assigned to each proposal, but SAIC complains this discussion is insufficient because "nothing in the narrative or analysis . . . provides a meaningful comparison of the underlying merits of the competing proposals." Comments & Supp. Protest at 4 (*citing Pinnacle I, supra*). The protester's reliance on *Pinnacle I* is unavailing because we find this case distinguishable. Unlike *Pinnacle I*, we conclude that here, the contracting officer meaningfully considered the SEB's evaluation for each factor and subfactor in making the competitive range determination. The record establishes that each proposal was given meaningful, individual consideration under the evaluation factors in establishing the competitive range. For example, the contracting officer noted that the significant weakness that SAIC's proposal received for proposing an approach to deliver certain catalog items in a manner that was inconsistent with the terms of the PWS was "ineffective and lack[ed] a comprehensive understanding of the requirements." AR, Exh. 8, Competitive Range Mem. at 10.

As stated above, the determination of whether a proposal is in the competitive range is principally a matter within the contracting agency's discretion, and an agency is not required to include a proposal in the competitive range when the proposal is not among the most highly rated proposals. FAR 15.306(c)(1); *Cyberdata Techs., supra*. Here, the competitive range determination considered the SEB presentation, which provided a detailed analysis of each offeror's evaluation results, and reviewed the significant strengths, strengths, significant weaknesses, and weaknesses supporting the agency's

evaluative conclusions. AR, Exh. 8, Competitive Range Mem. at 6-12. In sum, the record demonstrates that the contracting officer did not make the competitive range determination solely on the basis of point scores or ratings but rather was fully aware of and compared the proposals against one another on a qualitative basis for each evaluation criterion. Based on this record, we cannot conclude that it was unreasonable for NASA to exclude the protester's proposal from the competitive range. The protest is dismissed in part and denied in part.

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