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Decision

Matter of: Alphaport, Inc.

File: B-414086; B-414086.2

Date: February 10, 2017

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DIGEST

Protest challenging agency's evaluation of proposals and source selection decision is denied where the record shows that the agency's evaluation and selection decision were reasonable and consistent with the terms of the solicitation.

DECISION

Alphaport, Inc., of Cleveland, Ohio, challenges the award of a contract to Banner Quality Management, Inc. (Banner), of Ellicott City, Maryland, under request for proposals (RFP) No. NNC16ZNA009R, issued by the National Aeronautics and Space Administration (NASA) for technical support services. Alphaport challenges the agency's evaluation of proposals and the source selection decision.

We deny the protest.

BACKGROUND

The RFP was issued on March 24, 2016, under Federal Acquisition Regulation (FAR) part 15 and set aside for woman-owned small businesses. RFP

at 00423, 00645.¹ The solicitation contemplated the award of a single cost-plus-fixed-fee contract, with a two-year base and three one-year option periods, for technical support services² for the NASA Safety Center (NSC) at the Glenn Research Center.³ Id. at 00425, 00428, 00446, 00494. Award was to be made on a best-value basis considering the following three evaluation factors: technical capability, cost/price, and relevant experience and past performance. Id. at 00525. Technical capability was more important than past performance, which was approximately equal in importance to cost/price. Id. at 00531. The solicitation advised that the technical factors, when combined, were significantly more important than price. Id.

The technical capability factor included three subfactors and their respective elements: overall understanding of the requirements⁴; management plan⁵; and technical approach to sample work requirements.⁶ Id. at 00525-00528.

For the relevant experience and past performance factor, the solicitation stated that the government would evaluate and assign level-of-confidence ratings⁷ for relevant experience and past performance, including that of any major subcontractors/teaming partners, by utilizing information from three equally weighted areas: the past performance narrative (PPN); the past performance questionnaires (PPQ); and

¹ The solicitation was amended three times. All citations to the solicitation are to the final version, as amended on April 19, 2016. The agency used a Bates numbering system in preparing the agency report. This decision uses the Bates numbers assigned by the agency for its citations.

² The services sought included: (1) training/professional development and support; (2) information dissemination and knowledge sharing; (3) operational support of NCS information technology (IT) systems; (4) mishap investigation safety engineering services support; (5) data mining, analysis, and trending; and (6) project management and support. RFP at 00429-00438.

³ This effort is also referred to as the NASA Safety Center Technical Services Support 2(NSCTSS2) contract. The incumbent contract is referred to as the NSCTSS contract. Alphaport is the incumbent contractor.

⁴ The elements of this subfactor were understanding the requirements and risk management plan. Id. at 00526-00527.

⁵ The elements of this subfactor were management plan, key personnel, total compensation plan, and phase-in plan. Id. at 00527-00528.

⁶ The ratings available for this factor and its subfactors were excellent, very good, good, fair, and poor. Id. at 00526.

⁷ The level of confidence ratings available for this factor were very high level, high level, moderate level, low level, very low level, and neutral. Id. at 00530-00531.

past performance databases (PPD). Id. at 00529. As relevant here, for the PPN, the solicitation instructed offerors to submit information relating to contracts held within the past three years that “have relevancy as compared to the requirements of the RFP” for the prime offeror and any major subcontractor and/or teaming partner. Id. at 00522. The solicitation defined a major subcontractor as a subcontractor “having a total task contract equal to or greater than 20 [percent] of the prime’s proposed total contract value.” Id. The solicitation also advised offerors that the government reserved the right to evaluate past performance information for other subcontractors not listed as a major subcontractor, and from other entities that would substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Id. at 00530. This factor and its three equally weighted areas (PPN, PPQ, and PPD) were to be evaluated for relevancy and performance. Id. at 00529-00530.

For the cost factor, the solicitation stated that a cost realism analysis would be conducted to assess the reasonableness and realism of the proposed costs. Id. at 00528. The solicitation also advised that the status of an offeror’s accounting system and audits of such systems would be considered as part of the cost evaluation. Id. at 00529. The solicitation further advised that evidence of an approved accounting system would be required for award of the contract. Id.

The agency received three timely responses, including those from Alphaport and Banner. A source evaluation group (SEG) was established to evaluate the proposals. On July 11, 2016, the SEG provided its final evaluation report to the source selection authority (SSA), detailing the SEG’s findings in a presentation with briefing charts. See Agency Report (AR), Tab 18, SSA Briefing; AR, Tab 13, SEG Evaluation Plan at 00696. The proposals of Alphaport and Banner were evaluated as follows:

		Alphaport	Banner
Technical Capability		Very Good	Excellent
	Understanding of Requirements	Excellent	Excellent
	Management Plan	Good	Excellent
	Technical Approach to Sample Work Requirements	Very Good	Good
Relevant Experience/Past Performance		High Level	High Level
Proposed Cost/Price		\$27,954,734	\$24,661,460
Probable Cost/Price		\$29,390,694	\$24,661,460

AR, Tab 18.2, SSA Briefing Update at 01691-01694.⁸

The SSA concurred with the SEG's findings and performed a comparative assessment of the proposals, identifying advantages and discriminators under each factor. The SSA found Banner's proposal to have advantages under the technical capability and cost/price factors. Specifically with regard to the technical capability factor, the SSA stated,

Overall, I find that [Banner's] proposal was superior to the other proposals in the Technical Capability Factor based on its significant strengths in the Understanding the Requirements^[9] and Management Plan^[10] Subfactors. While I note that the Alphaport proposal has an advantage in the Sample Work Requirements Subfactor, I consider [Banner's] advantage over the other two proposals in the Understanding the Requirements subfactor and the Management Plan Subfactor to outweigh Alphaport's advantage over [Banner's] in the Sample Work Requirements subfactor. Finally, I do not find any significant advantage offered in Alphaport's or [the third offeror's] proposals that outweigh [Banner's] superiority in the Technical Capability Factor.

AR, Tab 19, Source Selection Statement (SSS) at 01704-01705.

With regard to the cost/price factor, the SSA found Banner's lowest probable cost to be significantly lower than the probable costs of the other two proposals and

⁸ On August 4, 2016, the SSA was provided an updated briefing to correct errors in the calculation of the third offeror's cost. AR, Contracting Officer Statement (COS) at 36. See also AR, Tab 18.2, SSA Briefing Update.

⁹ Under this subfactor, Alphaport was assigned two significant strengths, two strengths, and one weakness; Banner was assigned three significant strengths, three strengths, and one weakness. AR, Tab 18.1, SSA Briefing at 01524. As relevant here, Alphaport was assigned a weakness for its inadequate risk management plan. Id. at 01533.

¹⁰ Under this subfactor, Alphaport was assigned five strengths and one weakness; Banner was assigned four significant strengths and one strength. Id. at 01524. As relevant here, Alphaport was assigned a weakness for its inadequate subcontract management plan and staffing approach, in part due to Alphaport's failure to sufficiently address its approach of using two fewer [DELETED] positions than the agency's estimated technical staffing plan. Id. at 01556. See also id. at 01623 (explaining that a \$1,435,960 upward adjustment to Alphaport's proposed costs was made based on the agency's assessment that the staffing level proposed by Alphaport was "not sufficient to perform the work requirements as requested" and "to ensure the requirements can be met in the Statement of Work.").

concluded that it offered “substantial potential savings to the [g]overnment over the other two [o]fferors.” Id. at 01705. As a result, this was identified as a “key discriminator” in favor of Banner. Id.

Under the relevant experience and past performance factor,¹¹ the SSA noted that “Alphaport’s highly relevant incumbent contract experience and the experience of one of Alphaport’s minor subcontractors earned it a significant strength under the PPN evaluation.”¹² Id. With regard to Banner, the SSA “note[d] the experience of Banner and its [m]ajor [s]ubcontractor on various contracts and the finding of a strength.”¹³ Id. The SSA observed that the offerors received a significant strength based on the response to the PPQs. Id. The SSA noted that with regard to the PPD research¹⁴ performed by the agency, Alphaport received an assessment of “meets”¹⁵ while Banner received a strength. Id. As relevant here, the SSA specifically noted a “major cost performance issue” identified in the PPDs under the incumbent contract that contributed to Alphaport’s lower PPD rating and overall “meets” rating. Id. at 01706. In finding Alphaport and Banner to be “essentially

¹¹ Under this evaluation factor, Alphaport received significant strengths for its PPN and PPQ and a rating of “meets” for its PPD; Banner received strengths for its PPN and PPD and a significant strength for its PPQ. AR, Tab 18.1, SSA Briefing at 01599.

¹² In assigning a significant strength to Alphaport, the agency found four reference contracts to have relevancy to the solicitation requirements (one highly relevant, one relevant, and two minimally relevant), and noted that the “combined experience of providing services on contracts similar in size and content to the requirements of the NSCTSS solicitation is considered to be an Excellent indicator of successful performance under the anticipated contract.” Id. at 01601.

¹³ In assigning a strength to Banner, the agency found six reference contracts to have relevancy to the solicitation requirements (one highly relevant, one relevant, and four minimally relevant) and noted that the “combined experience of providing services on contracts similar in size and content to the requirements of the NSCTSS solicitation is considered to be a Very Good indicator of successful performance under the anticipated contract.” Id. at 01606. Of these six contracts, two were performed by Banner and were found to be minimally relevant. Id.

¹⁴ The agency considered information found in relevant Past Performance Information Retrieval System (PPIRS) reports. See e.g., id. at 01603, 01607, 01657-01670.

¹⁵ “Meets” was defined as reflecting an aspect of the proposal that is neither a strength (an aspect of the proposal that will have some positive impact on the successful performance of the contract) nor a weakness (a flaw in the proposal that increases the risk of unsuccessful contract performance) but adequately addresses the requirement. See AR, Tab 18.1, SSA Briefing at 01516.

equal” under this factor, the SSA found that although Alphaport’s “significant strength” represented an advantage over Banner’s “strength” in the PPNs, this was offset by Banner’s “strength” and Alphaport’s “meets” in the PPDs. Id. The SSA found “no advantages or key discriminators in favor of either Alphaport or [Banner] over each other in this [f]actor.” Id.

As a result of his comparative assessment, the SSA concluded that no tradeoff was necessary because Banner submitted a technically superior proposal with the lowest probable cost, and because neither of the other offerors presented any advantage over Banner in the relevant experience and past performance factor. Id. The SSA selected Banner’s proposal as the proposal that “fully responded to the requirements of the RFP, and has therefore displayed the potential to successfully perform the contract requirements at a lowest potential cost and at the best value to the [g]overnment.” Id.

On October 24, 2016, Alphaport was notified of the agency’s decision to award the contract to Banner. Alphaport was debriefed on October 25, 2016, and this protest followed.

DISCUSSION

Alphaport raises a number of arguments challenging the agency’s evaluation of its and Banner’s proposals and the selection decision. We have considered all of Alphaport’s arguments, and we conclude, based on the record, that none furnishes a basis on which to sustain the protest.

Technical Capability Factor

Alphaport argues that the agency’s evaluation of its and Banner’s phase-in plans¹⁶ under the management plan subfactor was unequal. Protest at 12-14; Protester’s Comments at 23-25. In this regard, the protester argues that the agency improperly rewarded Banner for its substantial proposed phase-in efforts just to be ready to perform, but failed to credit Alphaport “for requiring essentially no effort to be ready to perform on Contract Day One.” See Protester’s Comments at 23.

In response to the protest, the agency explains that the strength assigned to Alphaport’s proposal for this factor reflects credit for all aspects of Alphaport’s phase-in plan, notwithstanding the protester’s view that these features warranted a significant strength. AR, Memorandum of Law (MOL) at 3. The agency further

¹⁶ The solicitation stated that the government would evaluate the offeror’s approach to successfully phase-in the work, ensure continuity and a smooth transition of current services, and complete the phase-in within 30 days; as well as the adequacy, realism, effectiveness, and completeness of the approach. See RFP at 00528.

explains that the SEG found that Banner's plan offered features that the protester's plan did not, and assigned Banner a significant strength based on the breadth and depth of its plan. Id. at 4.

In its comments, the protester essentially argues that as the incumbent, it did not need to perform any of the activities proposed by Banner that resulted in the significant strength. Protester's Comments at 24-25. In this regard the protester contends that "[i]f NASA is going to reward [Banner] for its proposal to bridge the gap between itself and Alphaport, it must similarly reward Alphaport for being ahead of the curve." Id. at 25.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. See Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 6; Northrop Grumman Sys. Corp., B-406411, B-406411.2, May 25, 2012, 2012 CPD ¶ 164 at 8. As pointed out by the agency, Alphaport has not shown that only Banner received credit for something that both Alphaport and Banner proposed--i.e., made the requisite showing that the agency treated the two proposals unequally. See AR, Supplemental (Supp.) MOL at 16-17.

Instead, the record shows that the agency credited Alphaport for its experience with similar phase-ins, including that of the incumbent contract. See AR, Tab 18.1, SSA Briefing at 01555. Specifically, the agency noted that Alphaport's phase-in experience "maximizes efficiency, minimizes risk, and delivers successful contract performance on Day 1" as well as providing "a plan to leverage incumbent employee retention knowledge of on-going operations." AR, Tab 18.1, SSA Briefing at 01555; see also AR, Tab 14.1, Alphaport Technical Proposal at 00786. To the extent the protester contends that it should have received even more credit due to its incumbency, this argument amounts to disagreement with the agency's evaluation of proposals, which does not make the evaluation unreasonable. See CACI-WGI, Inc., B-408520.2, Dec. 16, 2013, 2013 CPD ¶ 293 at 12. Accordingly, this protest ground is denied.

Past Performance Factor

Alphaport raises a number of arguments challenging the agency's assignment of a high level of confidence rating to Banner under the past performance factor. Protester's Comments at 10-18. We again find the protester's arguments provide no basis to sustain the protest. We address below a few examples of these arguments.

The evaluation of an offeror's past performance, including the agency's determination of the relevance and significance of an offeror's performance history, is a matter of agency discretion, which we will not find improper unless it is inconsistent with the solicitation's evaluation criteria. CLS Worldwide Support

Servs., LLC, B-405298.2 et al., Sept. 11, 2012, 2012 CPD ¶ 257 at 15; National Beef Packing Co., B-296534, Sept. 1, 2005, 2005 CPD ¶ 168 at 4. In addition, the relative merits of an offeror's past performance information is generally within the broad discretion of the contracting agency. See Paragon Tech. Group, Inc., B-407331, Dec. 18, 2012, 2013 CPD ¶ 11 at 5. A protester's disagreement with the agency's judgment does not establish that the evaluation was unreasonable. FN Mfg., LLC, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7.

As a first example, the protester objects to the agency's consideration of the relevant experience and past performance of two of Banner's subcontractors proposed as major subcontractors. Alphaport argues that because the cost evaluation found that these subcontractors would be performing less than 20 percent of the work, the experience and past performance of these subcontractors could not be considered because they are not "major subcontractors," as defined in the solicitation. See Protester's Comments at 10, 13-14. The record does not support the protester's argument. The solicitation clearly states that the agency would evaluate the offeror's, major subcontractor's and/or teaming partners' experience and overall performance over the past three years. RFP at 00529-00530. It also expressly reserved the right to evaluate past performance for other subcontractors not listed as a major subcontractor. Id. at 00530. As a result, even if these subcontractors were not properly viewed as "major subcontractors," the solicitation expressly reserved the right to evaluate their experience and past performance.

As a second example, we note that the protester also objects to the agency's consideration of the combined experience of Banner and its subcontractors in assigning the strength to Banner under the PPN subfactor. Alphaport argues that considering the combined experience of Banner and its subcontractors was not contemplated under the stated evaluation scheme. See Protester's Comments at 17; Protester's Supp. Comments at 11-14. We disagree.

Here, the solicitation stated that past performance level of confidence ratings would be assigned based on the PPN, PPQ, and PPD, which would "receive equal weighting." RFP at 00529. As relevant here, the solicitation stated the government would "evaluate the [o]fferor's, major subcontractor's and/or teaming partners' experience to determine relevancy to the overall requirements of the RFP and overall performance over the past three (3) years to determine relevancy to the overall requirements of the RFP." Id. The solicitation further stated that "[c]onsideration will be given to past contracts' size, content, complexity, value, contract type, recency, customer, as compared to the overall requirements of the RFP." Id. Accordingly, we do not find objectionable the agency's consideration of the combined experience of Banner and its subcontractors under the PPN subfactor.

Cost Evaluation Factor

Alhaporport raises several arguments related to the evaluation of the costs of its and Banner's proposals. As with Alhaporport's other arguments, these contentions provide no basis to sustain its protest.

Alhaporport first argues that the agency improperly relaxed a material solicitation requirement related to the evaluation of costs that should have resulted in the disqualification of Banner. Protester's Comments at 2. Specifically, the protester contends that the agency improperly relaxed the requirement to submit certain documentation to be used for determining the acceptability of the offeror's accounting system. Id. at 2-4.

In a negotiated procurement, a proposal which fails to conform to one or more of an RFP's material terms or conditions is technically unacceptable and cannot form the basis for an award. Penn Parking, Inc., B-412280.2, Feb. 17, 2016, 2016 CPD ¶ 60 at 4; ARBEIT, LLC, B-411049, April 27, 2015, 2015 CPD ¶ 146 at 4. Material terms of a solicitation are those which affect the price, quantity, quality, or delivery of the goods or services offered. Seaboard Elecs. Co., B-237352, Jan. 26, 1990, 90-1 CPD ¶ 115 at 3.

Pursuant to the FAR, an agency may not award a cost-reimbursement contract unless the contractor's accounting system is found to be adequate for determining costs applicable to the contract. FAR § 16.301-3(a)(3). An agency's determination regarding the adequacy of an offeror's cost accounting system is generally a matter of responsibility. CAE USA, Inc., B-405659 et al., Dec. 2, 2011, 2012 CPD ¶ 40 at 12.

Here, the solicitation allowed offerors to submit documentation from either a cognizant government agency showing that its accounting system is approved for tracking and separating costs for cost-reimbursement contracts, or, from a certified public accountant (CPA) "who is in good standing . . . [who] shall prepare and execute an audit program designed for the evaluation of the [o]fferor's accounting system pursuant to FAR 52.232-20 and 21, and FAR 52.216-16, Generally Accepted Accounting Principles and the requirements identified on Standard Form 1408."¹⁷ RFP at 00509. The solicitation, further stated that for the latter method (i.e., a submission from a CPA) "[a] copy of the audit program, engagement letter,

¹⁷ Standard Form (SF) 1408, Preaward Survey of Prospective Contractor--Accounting System, allows for three recommendations or conclusions: the prospective contractor's accounting system is acceptable for award of the prospective contract; it is acceptable with a recommendation that a follow on accounting system review be performed after contract award; or it is unacceptable. See FAR § 53.301-1408. The form also includes an evaluation checklist with multiple questions. Id.

final review and executed SF 1408 signed in block 3 by the auditor shall be provided” with the cost proposal. Id.

Banner elected the second option in its proposal. It explained that it had engaged an independent accountant to review its system and express an opinion about its adequacy. See AR, Tab 15.2, Banner Cost Proposal at 01082. As part of its cost proposal, Banner submitted a completed SF 1408 prepared by a CPA that indicated that Banner’s accounting system was acceptable for award of the contract. The CPA also found that Banner’s accounting system satisfied the requirements listed in the evaluation checklist. Id. at 01803-01804. The record also shows, however, that Banner did not submit an engagement letter or a copy of the audit program utilized by the CPA. The agency considered this information and found Banner’s accounting system to be adequate. AR, Tab 18.1, SSA Briefing at 01625, 01679.

On this record, we find no basis to conclude that the agency improperly relaxed the requirement for an acceptable accounting system. We note that the protester clearly states that “Alphaport has not challenged the actual adequacy of [Banner’s] accounting system. Alphaport has asserted only that Banner failed to comply with a material RFP requirement by not providing the documentation required to support an adequacy determination and that NASA inappropriately waived this omission.” Protester’s Supp. Comments at 6.

In this regard, even where an agency arguably may have relaxed a material solicitation requirement, a protester must still show that it was prejudiced by the agency’s actions. See Penn Parking, Inc., supra, at 5. In order to demonstrate unfair competitive prejudice from a waiver or relaxation of the terms and conditions of an RFP, a protester must show that it would have altered its proposal to its competitive advantage, had it been given the opportunity to respond to the altered requirements. ExecuTech Strategic Consulting, LLC; TRI-COR Indus., Inc., B-410893 et al., Mar. 9, 2015, 2015 CPD ¶ 103 at 12-13; Vocus Inc., B-402391, Mar. 25, 2010, 2010 CPD ¶ 80 at 6. Alphaport has not alleged that it would have changed its proposal had it known that the agency would have accepted an SF 1408 without a copy of an engagement letter, or an audit program utilized by the CPA. Accordingly, this protest ground is denied.

Alphaport also challenges the agency’s cost realism analysis of Banner’s overhead and general and administrative rates, which Alphaport contends were “blindly accepted” by the agency even though they were “plainly unrealistic” and lacked “adequate support.” Protester’s Comments at 6-10; Protester’s Supp. Comments at 7-9.

When an agency evaluates a proposal for the award of a cost-reimbursement contract, an offeror’s costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. FAR § 15.305(a)(1); Bart & Assocs., Inc., B-407996.5 et al., Jan. 5, 2015,

2015 CPD ¶ 61 at 12; Wyle Labs., Inc., B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 8. An agency's cost realism analysis need not achieve scientific certainty; rather, the methodology employed must be reasonably adequate and provide some measure of confidence that the proposed costs are reasonable and realistic in view of other cost information reasonably available to the agency as of the time of its evaluation. See SGT, Inc., B-294722.4, July 28, 2005, 2005 CPD ¶ 151 at 7. An agency's cost realism analysis requires the exercise of informed judgment, and we review an agency's judgment in this area only to see that the cost realism analysis was reasonably based and not arbitrary. Info. Ventures, Inc., B-297276.2 et al., Mar. 1, 2006, 2006 CPD ¶ 45 at 7.

In response to the protester's arguments, the agency explains that Banner's proposal provided the information requested by the solicitation, which the agency reviewed, and that the agency reasonably determined that Banner's costs were realistic. See AR, Supp. MOL at 5-6. Specifically, the solicitation instructed offerors that did not have established forward pricing rate agreements or forward pricing rate proposals to "provide a narrative rationale explaining all proposed indirect rates, any assumptions, and basis of applications." RFP at 00513. The solicitation also required these offerors to complete and submit an "overhead template" (OHT) for each proposed indirect rate and a "general and administrative template" (GAT) for their G&A rate. Id. The solicitation further explained that the OHT "discloses the [o]fferor's overhead rate development and discreet elements by the [o]fferor's fiscal year and prior three year actuals" and the GAT "discloses the [o]fferor's G&A rate development and discreet elements by the [o]fferor's final year and prior three years actuals." Id. at 00518.

As discussed above, Banner's proposal explained that it did not have a forward pricing rate agreement and provided a detailed rationale for its projected indirect expenses. See AR, Tab 15.2, Banner Cost Proposal at 01065. In addition to completing the OHT and the GAT, Banner's proposal provided explanations for the projected expenses for the discreet elements for those rates, which were based on three-year averages or projections. See id. at 01067-01071, 01103-01104. See also id. at 1131 (explaining that its overhead costs were based on its "[h]istorical overhead expenses for past three contractor fiscal year, historical cost drivers, projected cost drivers and projected expenses for contractor fiscal years covering the NSCTSS2 period of performance" and its G&A costs were based on its "[h]istorical general and administrative expenses for past three contractor fiscal year, historical cost drivers, projected cost drivers"). While Alphaport essentially disputes the adequacy of the explanations provided by Banner, see Protester's Comments at 6, 9; see also id., Consultant's Declaration at 7, on this record, we find no basis to sustain the protest.

Finally, Alphaport challenges the agency's upward adjustment of \$1,435,960 made to its proposed costs. See Protest at 24-25. In this connection, Alphaport's unadjusted proposed cost of \$27,954,734 is greater than Banner's evaluated cost of

\$24,661,460. As such, even if we were to agree with all of Alphaport's arguments challenging this adjustment and conclude that this adjustment should not have been made, we see no basis to sustain the protest where Banner's proposal would still remain technically superior with a lower probable cost than Alphaport's proposal. As a result, we need not consider this contention further.

Selection Decision

Finally, Alphaport argues that the source selection decision was flawed because it relied on a flawed evaluation. Protest at 29; Protester's Comments at 29. Again, we disagree.

Here, the record shows that the SSA found Banner's proposal to be superior to the other proposals in the technical capability factor, the most heavily-weighted factor. The SSA based this conclusion on Banner's significant strengths in the understanding the requirements and management plan subfactors, which were identified as clear discriminators between the two proposals; neither of these discriminators were challenged by Alphaport. The SSA concluded that the multiple significant strengths presented by Banner's proposal in this subfactor outweigh the strengths presented by the other two proposals. AR, Tab 19, SSS at 01706.

Similarly, under the lesser-weighted past performance factor, while the SSA found the two offerors to be essentially equal, noting that both offerors were assigned a high level of confidence rating, the record shows that the SSA performed a comparative assessment under each subfactor. See id. at 01705-01706. As relevant here, the SSA found Alphaport's proposal to be more advantageous over Banner under the PPN. See id. In this regard, the SSA noted that "Alphaport's highly relevant incumbent contract experience and the experience of one of Alphaport's minor subcontractors earned it a significant strength under the PPN evaluation. Id. at 01705. By contrast, the SSA noted that the experience of Banner and its major subcontractors resulted in a strength. Id.

This advantage, however, was offset by the fact that for the PPDs, Alphaport "received lower ratings ranging down to 'marginal'" whereas Banner "received higher ratings." Id. The SSA additionally noted a major cost performance issue in the PPD for Alphaport that occurred in its performance of the incumbent contract. Id. at 01706. In this regard, the SSA specifically stated that this issue "contributed to [Alphaport's] lower PPD rating and 'meets' finding. I find this cost issue to be important as this is the same type contract that is anticipated for the NSCTSS 2 contract, and therefore is a direct cost reimbursement control risk on this procurement." Id. Nonetheless, Alphaport did not challenge the evaluation of its own past performance. Cf. Protest at 27-28 (challenges to Banner's PPD rating, which were subsequently abandoned).

Given that the record shows that the agency's selection decision had a reasonable basis, and was properly documented, and given that Alphaport has not prevailed in any of its substantive challenges, we see no basis to disturb the selection decision here.

The protest is denied.

Susan A. Poling
General Counsel