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# Decision

**Matter of:** Dewberry Crawford Group; Partner 4 Recovery

**File:** B-415940.11; B-415940.15; B-415940.16; B-415940.19; B-415940.24;  
B-415940.25

**Date:** July 2, 2018

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## DIGEST

1. Protest that the agency unreasonably assigned significant weaknesses to the protesters' proposals is denied, where the record shows that the agency reasonably concluded that the proposals did not meet the solicitation requirements.
2. Protest that the agency engaged in unequal treatment is denied, where the differences in ratings stemmed from actual differences between the offerors' proposals.
3. Protest that the agency improperly determined the relevance of the awardee's past performance is denied, where the protesters cannot demonstrate prejudice as a result of the agency also relaxing past performance evaluation criteria to the protesters' benefit.
4. Protest that the awardee gained an unfair competitive advantage based on the hiring of a former government employee is denied where the record does not support the allegation.

5. Protest that the agency made an unsupportable tradeoff decision is denied where the tradeoff decision was reasonable and the source selection authority relied on a detailed draft decision document in exercising his independent judgment.

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## **DECISION**

Dewberry Crawford Group (DCG),<sup>1</sup> of Fairfax, Virginia, and Partner 4 Recovery (P4R),<sup>2</sup> of Germantown, Maryland, protest the award of a contract to Serco, Inc., of Herndon, Virginia, under request for proposals (RFP) No. HSFE80-17-R-0004, issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA), for advisory and assistance services. The protesters challenge the agency's technical, past performance, and price proposal evaluations and the best-value tradeoff decision.

We deny the protests.

## **BACKGROUND**

The RFP, which was issued on May 1, 2017, provided for the award of three indefinite-delivery, indefinite-quantity contracts--one for each of three geographical zones--for nonprofessional and professional advisory and assistance services to support FEMA staff in providing disaster assistance through FEMA's public assistance program, known as the Public Assistance--Technical Assistance Contract (PA-TAC IV). Agency Report (AR), Tab E, RFP, at 6, 11-12. The RFP contemplated a 1-year period of performance and four 1-year option periods. Id. at 18. These protests pertain to the award for Zone 2, which covers FEMA regions 5, 6 and 8.<sup>3</sup> Id. at 12.

The RFP provided for award to the offeror whose proposal offers the best value to the government, considering (in order of importance) technical, past performance, and price. Id. at 74. The technical and past performance factors, when combined, were significantly more important than price. Id.

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<sup>1</sup> DCG is a joint venture comprised of Dewberry Consultants LLC and Crawford & Company. DCG Protest at 9.

<sup>2</sup> P4R is a joint venture comprised of AECOM Technical Services and Moffat & Nichol. P4R Protest at 1 n.1.

<sup>3</sup> Region 5 consists of Illinois, Indiana, Ohio, Minnesota, Michigan and Wisconsin; region 6 consists of Arkansas, Louisiana, New Mexico, Oklahoma and Texas, and 68 federally recognized tribal nations; and region 8 consists of Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming. See <https://www.fema.gov/region-v-il-in-mi-mn-oh-wi>; <https://www.fema.gov/region-vi-arkansas-louisiana-new-mexico-oklahoma-texas>; and <https://www.fema.gov/region-viii-co-mt-nd-sd-ut-wy> (last visited June 11, 2018).

The technical factor was comprised of the following three subfactors: technical and management approach and capabilities, key personnel, and quality control plan. Id. at 76, 149. The RFP identified the key personnel as the program manager, deputy program manager, contract manager, and deployment/readiness manager. Id.

The RFP required offerors to complete a pricing schedule that contained a fixed-price contract line item number (CLIN) for readiness management and administration, and four CLINs for disaster efforts: management and administration (fixed price), labor (fully burdened labor rates, travel, and other direct costs. Id. at 72, 124. The RFP included “plug” numbers for travel and other direct costs. Id. at 124.

The RFP stated that prices would be evaluated for fairness and reasonableness for the base year and all four option years using one or more of the following techniques: comparison of proposed prices, comparison with the independent government cost estimate (IGCE), comparison with available historical information, or comparison with resources proposed. Id. at 79. The RFP also stated that the price analysis would be performed on the total price for all CLINs, which included the plug numbers. Id. at 79, 124.

FEMA received nine proposals for Zone 2. AR, Tab B, Source Selection Decision Document (SSDD), at 1. The agency evaluated proposals, and awarded the contract to Serco on December 16, 2017. Combined Contracting Officer’s Statement & Memorandum of Law (COS/MOL) at 13. After receiving debriefings, DCG and P4R protested the award in January 2018. Id. at 13. FEMA subsequently advised our Office that it planned to review the parties’ proposals and evaluations to ensure that the evaluation criteria were applied in accordance with the solicitation, issue a new or revised source selection decision document, and if appropriate, make a new award decision. FEMA Corrective Action Letter (B-415940 et al.), Feb. 20, 2018. As a result, the protests were dismissed as academic on February 22, 2018. Partner 4 Recovery; Dewberry Crawford Group, B-415940 et al., Feb. 22, 2018 (unpublished decision).

After the agency reevaluated proposals, the following adjectival ratings were assigned:<sup>4</sup>

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<sup>4</sup> As relevant here, a very good rating meant the offeror’s proposed approaches/solutions were expected to result in full achievement of the government’s objectives with minimal risk; the offer contained significant strengths and minimum weaknesses; and the offer indicated a high probability for effective, efficient, and innovative performance and included solutions for improving overall program compliance, responsiveness, and measurable customer satisfaction. RFP at 77. An acceptable rating meant the offeror’s proposed approaches/solutions introduced moderate risk but were considered likely to produce performance results meeting the government’s requirements, and the proposed solution contained a number of strengths, but also some weaknesses. Id. A marginal rating meant the offeror’s proposed approaches/solutions introduced risk that expected performance would not achieve the government’s requirements, and the proposed solution contained few strengths, and significant weaknesses. Id.

	DCG	P4R	Serco
<b>TECHNICAL</b>	ACCEPTABLE	ACCEPTABLE	VERY GOOD
<b>Technical &amp; Management Approach &amp; Capability</b>	Very Good	Very Good	Very Good
<b>Key Personnel</b>	Very Good	Marginal	Very Good
<b>Quality Control Plan</b>	Marginal	Acceptable	Very Good
<b>PAST PERFORMANCE</b>	SUBSTANTIAL CONFIDENCE	SUBSTANTIAL CONFIDENCE	SUBSTANTIAL CONFIDENCE
<b>PRICE</b>	\$501,469,533	\$398,320,078	\$533,519,196

AR, Tab B, SSDD, at 32, 49.

As part of the evaluation, the offerors' proposals were assigned numerous significant strengths, strengths, and weaknesses in each of the technical subfactors and past performance factor.<sup>5</sup> As relevant here, under the quality control plan subfactor, DCG's proposal received a marginal rating and was assigned no significant strengths, two strengths, one weakness, and three significant weaknesses. AR, Tab M, Technical Evaluation Report (TER), at 24. DCG's proposal received the significant weaknesses for not elaborating in the quality control plan or providing an outline of the procedures it will use to maintain timeliness or responsiveness; not demonstrating how proposed potential corrective actions would result in meeting milestones set forth in corresponding performance metrics; and failing to provide quantifiable or time bound information on performance metrics. Id.

Under the key personnel factor, P4R's proposal received a marginal rating, and was assigned three strengths, one weakness, and three significant weaknesses. Id. at 41-42. P4R's proposal received the significant weaknesses because the deputy program manager's resume did not indicate that she had the program management experience required under the performance work statement (PWS); the contract manager did not meet the education requirements; and the deployment/readiness manager did not meet the PWS requirement for a four-year degree in business management, business administration, or a related technical field. Id.

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<sup>5</sup> The source selection plan defined a significant strength as an element of a proposal which significantly exceeds a requirement of the solicitation in a way that is very beneficial to the government; a strength as an element of a proposal which exceeds a requirement of the solicitation in a beneficial way to the government; a weakness as a flaw in a proposal that increases the chance of unsuccessful performance; and a significant weakness as a flaw in a proposal that appreciably increases the risk of unsuccessful contract performance. AR, Tab F, Source Selection Plan, at 11.

With respect to past performance, DCG, P4R, and Serco each received a substantial confidence rating. The evaluators identified three significant strengths and two strengths in DCG's past performance, recognizing DCG's performance under the predecessor public assistance contract as well as under FEMA's individual assistance technical assistance contract. Id. at 24-25. The evaluators identified no significant strengths and one strength in P4R's past performance, acknowledging that P4R provided support after disasters, including floods, hurricanes, earthquakes, winter storms, landslides, tornadoes, and storms. Id. at 44. The evaluators also noted that P4R received outstanding ratings on all three of its past performance questionnaires. Id. The evaluators identified no significant strengths and three strengths in Serco's past performance, determining that two projects were very relevant and the third project was relevant.<sup>6</sup> Id. at 52-53.

The source selection evaluation board (SSEB) provided the source selection authority (SSA) with a revised SSDD. AR, Tab AF, Decl. of SSA, at 2. The SSA performed a review of the revised SSDD, concurred with the revised findings and recommendations, and based on the revised SSDD, made a new award decision. Id. The SSDD compared each offeror's proposal with Serco's proposal, as the highest-rated proposal and the only offeror that did not receive a marginal rating under a technical subfactor. See AR, Tab B, SSDD, at 50-58.

As relevant here, in the SSA's comparative assessment between DCG and Serco, the SSA expressed concern with DCG's ability to perform all aspects of the procurement in light of the significant weaknesses and weaknesses assessed under the quality control plan subfactor, which was assigned a marginal rating. Id. at 52-53. For example, the SSA noted that DCG's proposal omitted a key element of the solicitation's requirement to outline the procedures that the contractor would use to maintain quality, timeliness, and responsiveness. Id. The SSA also noted that DCG's proposal did not demonstrate how work would be accepted or assigned. Id.

With respect to the comparison between P4R and Serco, the SSA identified notable strengths and weaknesses of the offerors' proposals. For example, the SSA acknowledged the significant strengths that P4R demonstrated under the technical and management approach and capabilities subfactor, such as its more than 35 years of experience with FEMA executing thousands of task orders; existing cadre of [DELETED] FEMA-trained instructors; ability to conduct surge training; prepositioned

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<sup>6</sup> One contract was determined to be very relevant because the offeror provided program management, multi-functional logistics, and engineering subject matter expertise, contract administration, deployment readiness, and administrative support on an Army contract of the same scope and complexity as FEMA's public assistance contract. AR, Tab M, TER, at 52. Another contract was determined to be very relevant because the offeror provided technical solutions and contingency support for a wide range of current and future requirements worldwide on a contract of the same scope and complexity. Id.

badged personnel in Zone 2; and ability to deploy more than [DELETED] staff during the maximum period of support required under the predecessor contract. Id. at 53. However, the SSA stated that, despite the significant strengths and strengths, P4R's proposal demonstrated risk, such as failing to commit to a time frame or frequency when describing various contract or task order actions, thereby limiting the government's ability to understand P4R's approach to communication between the program manager and the FEMA task monitor, and others. Id. at 54. The SSA noted as a weakness that P4R proposed additional labor categories that were not provided in the solicitation. Id. The SSA also noted a few areas in which both P4R's and Serco's proposals demonstrated weaknesses under the subfactor. Id.

With respect to the key personnel subfactor, the SSA noted that P4R's proposal was assigned a marginal rating. Id. The SSA acknowledged the strengths in P4R's key personnel, but also noted the significant weaknesses concerning the deputy program manager's insufficient experience as a program manager, and both the contract manager and deployment/readiness manager not meeting the educational requirements. Id. The SSA noted in comparison that Serco's program manager held previous leadership positions within FEMA and has program manager experience. Id. The SSA also noted that, under the quality control plan subfactor, P4R received some strengths for its monitoring system. Id. at 55. However, the SSA also noted weaknesses, such as P4R stating that it cannot perform quality reviews on [DELETED], and that doing so could create a risk of inconsistencies, poor performance, and unmet timelines. Id.

In considering price, the SSA noted that Serco's price was approximately 12 percent, or \$56 million higher than the next best technically-rated offer, and approximately \$76 million lower than the IGCE. Id. at 58. The SSA stated that, when compared to other offerors' proposals, including DCG's and P4R's, Serco's proposal provided a better outcome for the government to achieve its objective with the least risk. Id. The SSA concluded that award to Serco was in the best interests of the government. Id.

After a debriefing, in which FEMA provided offerors with the adjectival ratings and total price, DCG and P4R protested to our Office.

## DISCUSSION

DCG and P4R challenge various aspects of the agency's evaluation of proposals, allege unequal treatment, allege Serco had an unfair competitive advantage, and challenge the best-value tradeoff decision. We have considered all of DCG's and P4R's many protest grounds, and although we address only a portion of the arguments, we find that none provide a basis to sustain the protest.

### DCG's Marginal Rating Under Quality Control Plan Subfactor

DCG challenges the evaluation and marginal rating assigned to its proposal under the quality control plan subfactor. DCG Protest at 14-17; DCG Comments & Supp. Protest,

May 3, 2018, at 2-4. Specifically, the protester challenges all three significant weaknesses assessed to its proposal, which we address below.

### Timeliness and Responsiveness

DCG first argues that the agency unreasonably assessed a significant weakness for its quality control plan because it failed to elaborate or provide an outline of the procedures for maintaining timeliness and responsiveness or the procedures for how work would be accepted, issued, and monitored. In this regard, the protester argues that it was unreasonable to fault DCG “for failing to provide details based on information that will not be provided until after award.” DCG Comments & Supp. Protest, May 3, 2018, at 3; see also DCG Protest at 16.

The protester also contends that the agency ignored numerous examples of proposed tools and procedures. DCG Comments & Supp. Protest, May 3, 2018, at 3-4. For example, the protester argues that it proposed to develop task order level quality control plans (TOQCP) tailored to address each task order scope of work and deliverables, which were designed to meet FEMA task monitor goals for quality and schedule. DCG Comments & Supp. Protest, May 3, 2018, at 3. In this regard, the protester argues that “DCG plainly could not elaborate on the specifics of the TOQCPs, since the work scopes and deliverables for task orders were not included in the RFP.” Id. The protester further contends that its commitment to meeting the requirements of the task orders through the TOQCP procedures nonetheless eliminate or significantly reduce the level of risk that would support a significant weakness. Id.

FEMA explains that the solicitation required the offeror’s quality control plan to demonstrate a detailed management approach for all tasks and services including staffing task orders; accepting and assigning work; and identifying procedures that will ensure high quality services are performed in a timely manner. COS/MOL at 48-50; see also Supp. COS/MOL, May, 16, 2018, at 29. The agency explains while the protester’s proposal stated that “we also understand that quality relates to timeliness. . . responsiveness,” DCG failed to provide any procedures that outline timeliness of work. COS/MOL at 49-50 (quoting AR, Tab J, DCG Proposal, at 33). In this regard, the agency explains that DCG’s quality control plan was general and non-specific, consisting mostly of tables in simple bullet form that did not relate to or only parroted back the solicitation’s requirements with some references to a few tools. Supp. COS/MOL, May 16, 2018, at 29. Similarly, the agency explains that DCG’s proposal lacked any reference to its procedures for accepting and assigning work, or how high quality services would be performed in a timely manner. COS/MOL at 50. The agency also contends that DCG’s promise to provide a quality control plan later did not satisfy the requirements of the solicitation. Supp. COS/MOL, May 16, 2018, at 29.

It is the offeror’s burden to submit an adequately written proposal, including all information that was requested or necessary to demonstrate its capabilities in response to a solicitation. SURVICE Eng’g Co., LLC, B-414519, July 5, 2017, 2017 CPD ¶ 237 at 14. A protester’s disagreement with an agency’s judgment is not sufficient to

establish that an agency acted unreasonably. A&T Systems, Inc., B-410626, Dec. 15, 2014, 2015 CPD ¶ 9 at 3.

Here, the solicitation required the contractor to prepare and adhere to an effective quality control plan for use on all task orders. RFP at 18, 71. The solicitation provided details on what offerors were to include and address in their quality control plans and how the agency would evaluate these different elements of the offeror's quality control plan. Id. at 18-19, 71, 76-77. The solicitation also advised that the government would evaluate the offeror's ability to demonstrate how work would be accepted and assigned, and the procedures that would be followed to ensure services are performed in a timely manner and of high quality. Id.

On this record, we agree with the agency that DCG's proposal failed to provide adequate detail in its quality control plan. The record shows that DCG's proposal included three tables that DCG stated described its quality management tools and procedures and an outline of quality standards for PWS objectives 1 (readiness management and administration) and 2 (professional and nonprofessional services). AR, Tab J, DCG Proposal, at 36-42. While the quality management tools and procedures table identified several tools and provided their descriptions in bullet form, including the TOQCP, we agree with the agency that this table falls short of demonstrating a detailed management approach of all tasks and services. See id. at 36. For example, we agree with the agency that DCG's commitment to develop a TOQCP was insufficient to demonstrate a detailed management approach for all tasks and services including staffing task orders; accepting and assigning work; and identifying procedures that will ensure high quality services are performed in a timely manner. Accordingly, we find reasonable the agency's assessment that DCG's proposal failed to detail its management approach for all tasks and services (including acceptance and assignment of work), in order to maintain timeliness and responsiveness.

### Quality Standards

DCG also challenges two additional significant weaknesses assessed against its proposal for failure to provide additional details with regards to its tables outlining quality standards for PWS objectives 1 (readiness management and administration) (table 6) and 2 (professional and nonprofessional services) (table 7).<sup>7</sup> AR, Tab J, DCG Proposal, at 36-42. The protester argues that the agency's assessment of a significant weakness

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<sup>7</sup> As relevant here, the agency assessed the following significant weaknesses with regard to table 6: "The offeror's method of surveillance reflect[s] a specific timeframe but the potential corrective action does not meet the performance metric listed as far as any specific timeframe." AR, Tab M, TER, at 24. With regard to table 7, the agency assessed the following significant weakness: "[A]lthough the offeror provided a column for performance metrics, they failed to provide the appropriate information in the column, i.e., quantifiable or time bound information." Id.



with regard to table 6 for failure of its proposed corrective actions to meet milestones set forth in performance metrics was unreasonable. The protester contends that the agency did not identify what solicitation performance metric its proposal failed to meet. DCG Protest at 16; DCG Comments & Supp. Protest, May 3, 2018, at 5. The protester also argues that the agency utilized an unstated evaluation criterion with regard to its assessment of a significant weakness for DCG's failure to provide quantifiable or time bound information on performance metrics in table 7. DCG contends that the solicitation did not require offerors to provide any information regarding timeliness, other than what was already in the solicitation. DCG Protest at 16; DCG Comments & Supp. Protest, May 3, 2018, at 5-6 (citing RFP at 71).

The agency explains that table 6 in DCG's proposal included columns for performance metrics, methods of surveillance, and potential corrective actions if a performance metric was not achieved. COS/MOL at 50-51; AR, Tab J, DCG Proposal, at 37-42. The agency contends that while the performance metric restated what was required in terms of meeting a specific milestone within a specific timeframe, DCG's table 6 did not describe how deficiencies would be reported and what corrective action would be taken and when. COS/MOL at 51. The agency explains that in table 7, while DCG included a column for performance metrics, DCG only provided general statements that did not include any details regarding satisfying any milestones. See id. at 51-52.

On this record, we agree with the agency that DCG's proposal failed to provide adequate detail in table 6. For example, for the PWS requirement for staff badging, DCG's proposal stated it would "submit security documents for [DELETED] of [the] staff within [DELETED] days after start of transition plan" as a performance metric. AR, Tab J, DCG Proposal, at 38. With respect to monitoring this requirement, DCG proposed only that its security officer would "routinely report [DELETED] to both the DCG [program manager] and [deputy program manager]." Id. Further, the only corrective action proposed for failure to meet the task was that "[a]ny identified issues with badging progress will be addressed [DELETED]. If challenges exist outside DCG control, they will be brought to the attention of the FEMA [contracting officer's representative]." Id. Accordingly, we agree with the agency that DCG failed to include details with regard to its corrective action that would address how it would satisfy milestones established in the performance metrics.

We also agree with the agency that DCG's proposal did not explain how it would address any issues with the badging process internally if the specific milestone was not achieved other than bringing them to the agency's attention. See Supp. COS/MOL, May 16, 2018, at 30. In this regard, we agree with FEMA that DCG's proposal did not describe the process DCG would use to maintain quality, timeliness, responsiveness, and customer satisfaction. We also agree with the agency that DCG did not describe in detail the measures taken for corrective actions if work is not performed in accordance with the contract terms and conditions.

DCG's table 7 similarly included columns for performance metric, method of surveillance, and potential corrective action(s) if performance level was not achieved.

AR, Tab J, DCG Proposal, at 41-42. However, the performance metrics listed in this table provided no specific milestones. For example, the performance metrics for customer support services stated: [DELETED] representation of FEMA; effective, timely [DELETED] meeting; comprehensive, logical, and prioritized [DELETED]; regular, productive meetings with [DELETED]; timely scheduling and coordination of [DELETED]; confirm all damage descriptions are [DELETED]; appropriately identify [DELETED] support needs; professional, compassionate resolution of [DELETED] issues; and conduct comprehensive, informational [DELETED]. Id. at 41. In this regard, we agree with the agency that without any specific milestones to achieve within any specified timeframe, the agency would be unable to determine whether DCG had proper procedures in place to ensure timeliness.

On this record, we do not find any basis to object to the agency's assessment of the significant weaknesses or assignment of a marginal rating.

#### P4R's Marginal Rating Under Key Personnel Factor

P4R challenges its marginal rating under the key personnel subfactor and associated significant weaknesses. We address P4R's arguments with respect to the educational qualifications of its proposed deployment/readiness manager and its proposed contract manager below, and find no basis to object to the agency's judgment as to the assessment of significant weaknesses to P4R's proposal, and thus the assignment of a marginal rating under the key personnel subfactor.

#### Deployment/Readiness Manager

P4R contends that FEMA unreasonably assigned its proposal a significant weakness on the basis that its proposed deployment/readiness manager failed to meet the PWS's education requirements. P4R Comments & Supp. Protest, May 3, 2018, at 52; P4R Supp. Comments & Supp. Protest, May 22, 2018, at 71-72. P4R argues that its proposed deployment/readiness manager's degree in oceanographic technology is related to business management and/or business administration. Id. P4R contends that inherently, both the oceanographic technology and business degrees are the evaluation of qualitative and quantitative data, project management, critical thinking, and technical knowledge, as well as a focus on collaborating, communication, leadership, and decision-making. Id.

FEMA states that it reasonably assigned a significant weakness for P4R's proposed deployment/readiness manager because the individual's degree in oceanographic technology did not meet the required 4-year degree in business management, business administration, or a related technical field, as required by the PWS. Supp. COS/MOL, May 16, 2018, at 12. FEMA explains that oceanographic technology does not, on its face, appear to be a field of study related to business management and/or business administration, and therefore it was reasonable for the agency to determine that the proposed deployment/readiness manager did not meet the minimum education requirement. Id. at 13.

Where a solicitation states that the qualifications of key personnel will be evaluated, and a proposal fails to demonstrate that key personnel hold qualifications that the solicitation requires them to possess, the proposal may be evaluated as unacceptable or otherwise downgraded. See ICI Servs. Corp., B-411812, B-411812.2, Sept., 21, 2015, 2015 CPD ¶ 288 at 5.

Based on the record before us, we conclude that FEMA reasonably determined that the resume for P4R's proposed deployment/readiness manager did not demonstrate that the individual met the PWS's education requirement for the position, and thus merited a significant weakness. The PWS stated that the deployment/readiness manager must, at a minimum, have a 4-year degree in business management or business administration or a related technical field. RFP at 14. P4R's proposed deployment/readiness manager's resume indicated that the individual held a bachelor of science degree in oceanographic technology. AR, Tab G, P4R Proposal, at II-29. As noted by the agency, the resume, on its face, does not demonstrate how a degree in oceanographic technology is a field related to business management or business administration. While P4R disagrees with the agency's assessment, it has not shown it to be unreasonable or contrary to the solicitation.

#### Contract Manager

P4R contends that FEMA unreasonably assigned its proposal a significant weakness on the basis that its proposed contract manager failed to meet the PWS's education requirements. P4R Protest at 42-43; P4R Comments & Supp. Protest, May 3, 2018, at 50. As an initial matter, P4R argues that because the PWS stated that the contract manager "should" have a 4-year course of study that included or was supplemented by at least 24 semester hours in specific fields, as well as 120 hours of continuing professional education, P4R was not required to propose a candidate for contract manager with the stated educational background. P4R Protest at 42-43.

FEMA states that the RFP's evaluation criteria expressly informed offerors that the government would evaluate the resumes of key personnel to determine how well the education, experience, and certifications conform to the tasks outlined in the PWS. COS/MOL at 31.

Here, the PWS identified the educational requirements for key personnel as "minimum qualifications." RFP at 13-14. Although we acknowledge that the contract manager description is the only key personnel description using the word "should" in relation to educational requirements, were we to read the PWS as P4R urges, we would read out any type of minimum qualification requirement for the contract manager position.

Next, P4R argues that its proposed contract manager exceeds the PWS's education requirements because the individual has a bachelor of science degree in industrial/organizational psychology and a master's degree in alternative dispute resolution. P4R Comments & Supp. Protest, May 3, 2018, at 50-51. P4R contends that

the industrial/organizational psychology degree is an organization and management degree, and that the alternative dispute resolution degree is related to law and/or organization and management. Id.

FEMA states that it reasonably found that P4R's proposed contract manager did not meet the PWS requirement for 24 semester hours in any combination of the required fields or for 120 hours of continuing professional education. COS/MOL at 29. With respect to the contract manager's educational background, FEMA states that the contract manager's bachelor of science degree in a field of psychology did not show the agency that this was, in any way, in one of the required fields to satisfy the 24 semester-hour requirement. Id. at 30. FEMA also explains that the contract manager's degree in alternative dispute resolution is a liberal arts degree and not a law degree. Id. FEMA states that, moreover, P4R's proposal did not indicate that the contract manager took at least 24 semester hours of law or organization and management courses as part of that degree. Id.

As noted above, the PWS stated that a contract manager should have a four-year course of study leading to a bachelor's degree that included, or was supplemented by, at least 24 semester hours in any combination of the following fields: accounting, business, finance, law, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management. RFP at 14. Here, while P4R disagrees with the agency's position that its proposed contract manager's psychology and alternative dispute resolution degrees are not in fields related to the fields identified in the PWS, the protester's disagreement does not demonstrate that the agency's decision is unreasonable.

Finally, P4R argues that its contract manager candidate met the continuing professional education requirement through a variety of topics related to contract management that were listed in his resume. P4R Comments & Supp. Protest, May 3, 2018, at 51. P4R also argues that the RFP did not require offerors to indicate the actual credit hours earned in each training course. Id. at 52.

FEMA explains that, although the contract manager's resume generally stated that he met the 120 hours of continuing professional education, the resume did not indicate the actual credit hours earned in each of the identified training courses, and therefore the agency was unable to conclude that P4R's proposed contract manager actually met the requirement. COS/MOL at 30-31.

The RFP advised offerors that the government would evaluate the resumes of key personnel to determine how well the education, experience, and certification conformed to tasks outlined in the PWS. RFP at 76. Moreover, the RFP warned against general statements that simply rephrase or restate requirements. Id. at 73. Although the resume of P4R's proposed contract manager included a general statement that the individual had completed "over 120 hours of Continuing Education" and included the subject matter of 10 courses, the resume did not include specific information concerning the courses, including the duration or number of semester hours. See AR, Tab G, P4R

Proposal, at II-33. In this regard, it is well-settled that it is the offeror's duty to include sufficiently detailed information to establish that its proposal meets the solicitation requirements, and that blanket statements of full compliance are insufficient to fulfill this duty. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 5. This protest allegation is denied.

## Serco's Key Personnel

### Deputy Program Manager

DCG and P4R challenge the agency's evaluation of Serco's proposed deputy program manager. DCG Supp. Comments & Supp. Protest, May 22, 2018, at 31-32; P4R Supp. Comments & Supp. Protest, May 22, 2018, at 61. Specifically, the protesters argue that the resume of Serco's proposed deputy program manager did not demonstrate that the proposed individual possessed a minimum of 10 years' experience performing program management functions as required by the solicitation and should have been assessed a weakness or significant weakness. Id. (citing RFP at 14). In this regard, DCG argues that this individual has only five years of experience while P4R argues that this individual has only 3.5 years of experience. Id. In its comments, DCG also argues that the agency conflated program management experience with project management experience in determining that Serco's deputy program manager satisfied the solicitation's requirements. DCG Supp. Comments, June 12, 2018, at 3-4. P4R also argues that this individual's experience was mostly as a civil and an environmental engineer, and no aspect of the work experience listed for those positions demonstrated relevant experience performing program management functions. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 61.

The agency explains that the resume of Serco's proposed deputy program manager contained detailed descriptions of activities performed under each prior position. These position descriptions showed the time frames for performance and how they were related to the work to be performed for this solicitation. These detailed descriptions allowed the agency to determine where the proposed deputy program manager had performed program management functions for large, complex, and multifaceted programs and projects. Supp. COS/MOL, May 30, 2018, at 6-8; Supp. COS/MOL, June 11, 2018, at 18-21. In this regard, the agency identifies each position and explains in detail why the agency determined that experience to be relevant. Id.

The solicitation required that the deputy program manager have a minimum of 10 years of experience performing program management functions. RFP at 14. The solicitation also advised that this individual would be responsible for establishing and implementing objectives for business or technical endeavors; ensuring that all work is being completed correctly and in a timely manner; monitoring how projects are progressing; and reporting the details to the government. Id. In assessing a significant strength to Serco's proposal under the key personnel subfactor, the agency determined that Serco's proposed deputy program manager exceeded the education requirement and provided management and lead engineer responsibilities for several multimillion dollar

projects for the U.S. Army Corps of Engineers; federal and state governments; and U.S. forces across the United States and worldwide. See AR, Tab M, TER, at 48; AR, Tab B, SSDD, at 41.

More specifically, the agency reviewed the detailed descriptions in the resume, which identified the various positions, time spent within those positions, and specific duties performed under those positions. The agency found that Serco's proposed deputy program manager had extensive knowledge and experience performing program management with multimillion dollar, multiproject efforts that meet and exceed the requirements stated in the PWS to manage this contract. AR, Tab M, TER, at 48-49. On this record, we find no basis to question the agency's evaluation judgments. While the protesters may disagree with the agency, their arguments provide no basis to sustain the protest.

#### Deployment/Readiness Manager

P4R also argues that FEMA should have assigned a significant weakness to Serco's proposal because its proposed deployment/readiness manager does not have a 4-year degree in business management, business administration, or a related field as required by the RFP. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 61; P4R Supp. Comments, June 4, 2018, at 7. P4R contends that FEMA unreasonably found that Serco's proposed deployment/readiness manager exceeds the PWS's education requirement with a master of science in information systems, a master of science in national resource strategy, and a bachelor of science in computer science. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 61. P4R argues that these degrees are not degrees in business management, business administration, or a related field. Id. Additionally, P4R contends that a degree in national resource strategy focuses on the resource components of national security, does not meet the 4-year degree requirement, and consists of only a 10-month curriculum with only two elective courses that address acquisition policy and issues. Id. at 62.

FEMA states that it was reasonable for the agency to find that computer science and information systems are part of business management and administration, particularly in light of the deployment/readiness manager's responsibilities for establishing processes for managing human resources and maintaining quantitative and qualitative requirements. Supp. COS/MOL, May 30, 2018, at 10-11. FEMA also states that Serco's proposed deployment/readiness manager also is a graduate of the executive program at the Darden Graduate School of Business at the University of Virginia and the program for executives at the Kenan-Flager Business School at the University of North Carolina. Id. at 11.

We find no basis to conclude that the agency's evaluation was unreasonable. Here, the RFP did not define what the agency would consider to be a technical field related to business management or business administration, and the agency explained why it considered the computer science and information systems degrees to be related

technical fields. P4R has not demonstrated that the agency's explanation is unreasonable.

### Unequal Treatment

DCG and P4R assert that FEMA evaluated proposals unequally with respect to a number of weaknesses, strengths, and significant strengths. We discuss a few of these, below.

It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. ADNET Sys, Inc. et al., B-408685.3 et al., June 9, 2014, 2014 CPD ¶ 173 at 16. 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. Abacus Tech. Corp.; SMS Data Prods. Grp., Inc., B-413421 et al., Oct. 28, 2016, 2016 CPD ¶ 317 at 11; Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 6.

### Assignment of Significant Strengths

DCG and P4R argue that FEMA evaluated offerors' proposals unequally under the quality control plan subfactor. DCG argues that FEMA credited Serco's proposal with a significant strength for its "plan-do-check-act" cycle on the basis that it would provide information regarding work completion and identify areas of improvement. DCG argues that, in contrast, the agency unreasonably failed to credit DCG's proposal for its "define-measure-analyze-improve-control" cycle.<sup>8</sup> DCG Comments & Supp. Protest, May 3, 2018, at 37.

FEMA states that differences in the proposals account for the assignment of significant strengths in Serco's proposal but not in the others. FEMA explains that, although DCG argued that its "define-measure-analyze-improve-control" cycle also deserves a significant strength, DCG cites to no portion of its proposal to support its contention. Supp. COS/MOL, May 16, 2018, at 30. FEMA states that Serco's management system was recognized for including steps for examination of three specific key performance indicators, while DCG's quality control approach contains no such features and does not even mention key performance indicators. Id. at 31.

Based on the record before us, DCG has not demonstrated that the differences in the evaluations were the results of unequal treatment. Serco proposed a closed-loop system for managing tasks and delivery of services. See AR, Tab AG, Serco Proposal, at 3-5. Serco's proposal explained that during the process analysis cycle, Serco

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<sup>8</sup> DCG's proposal explains that the define-measure-analyze-improve-control cycle is a business process improvement framework it used to assess the processes in PWS objectives 1 and 2. AR, Tab J, DCG Proposal, at 33.

examines what its task team has completed and identifies areas requiring improvement by examining three specific key performance indicators. Id. In contrast, DCG's proposal suggests that its "define-measure-analyze-improve-control" cycle describes how it developed its quality control plan. For example, DCG's proposal stated that it applied its define-measure-analyze-improve-control business process improvement framework to assess each of the [DELETED], which "led to the development of the [DELETED] . . . ." AR, Tab J, DCG Proposal, at 33. Further, DCG's proposal states that it used the "define" step in the process to "identify [DELETED], assign [DELETED], and define the [DELETED]." Id. DCG does not explain how its cycle provides the same benefits as Serco's, but simply expresses its disagreement with the judgment of the agency. As such, we find no basis to sustain the protest.

P4R argues that it proposed the same "plan-do-check-act" approach to quality management as Serco but FEMA failed to similarly assign it a significant strength. P4R Comments & Supp. Protest, May 3, 2018, at 36; P4R Supp. Comments & Supp. Protest, May 22, 2018, at 54-55. In this regard, P4R maintains that, like Serco's approach, its approach creates a repeatable step-by-step process for P4R's performance. Id. P4R states that its proposal shows the specific work integration actions P4R will take for each phase of its "plan-do-check-act" cycle, including monitoring [DELETED] for delivery, conducting [DELETED] evaluations of products, performing [DELETED], identifying areas for [DELETED] reviews, and incorporating [DELETED]. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 54-55. P4R also states that its proposal provided greater detail than Serco's proposal concerning the specific actions it will take, as well as the roles and responsibilities of its program management officials in each phase of the process. Id. at 56.

FEMA states that P4R does not define or provide steps for the quality improvement and examination of key performance indicators, but instead only states that it will "monitor [key performance indicators] for delivery." Supp. COS/MOL, May 16, 2018, at 28 (quoting AR, Tab G, P4R Proposal, at II-36-II-37). In addition, although P4R states that it identified the key performance indicators it would use for identification of areas of improvement, that part of its proposal refers to budget and schedule key performance indicators, not the three quality control indicators the SSDD identified in Serco's proposal. Id.

Based on the record before us, we cannot conclude that FEMA engaged in unequal treatment. It is true that P4R's proposal provided for a quality management system that follows the plan-do-check-act approach. AR, Tab G, P4R Proposal, at II-36-II-37. However, P4R's and Serco's proposals differ in other respects. For example, P4R's proposal does not feature the examination of three specific key performance indicators in the quality process--an element of the significant strength assigned to Serco's proposal.<sup>9</sup>

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<sup>9</sup> P4R argues that its proposal in fact identified key performance indicators. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 56-59. However, the record shows that

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DCG also argues that FEMA unreasonably credited Serco's proposal with a strength for the fact that its method of surveillance is comprised of "inspection, monitoring, reviews, survey/feedback, audits, and matrix," but failed to similarly credit DCG's proposal. DCG Comments & Supp. Protest, May 3, 2018, at 37 (quoting AR, Tab B, SSDD, at 44). In response, FEMA states that the methods of surveillance that DCG proposed are not the same as those proposed by Serco and do not include reviews and audits as surveillance methods. Supp. COS/MOL, May 16, 2018, at 31 (referring to AR, Tab J, DCG Proposal, at II-37-II-42).

DCG has not demonstrated that the agency evaluated offerors unequally. Serco's proposal identifies the following methods of quality control surveillance: inspections, site visits, reviews, customer surveys, audits, and metrics. AR, Tab AG, Serco Proposal, at 3-2. In contrast, DCG's proposal states that its self-inspection plan describes the tools (software, forms, and processes) for monitoring system performance, where DCG's [DELETED] and an associated [DELETED] serve as the underpinning of its quality monitoring approach. AR, Tab J, DCG Proposal, at 35-36. DCG's proposal identified the following tools: [DELETED], DCG [DELETED], DCG [DELETED], DCG [DELETED] work plan, internal [DELETED] reviews, DCG management [DELETED]. Id. Although DCG disagrees with the agency's judgment, the protester does not explain where in its proposal it identifies the same methods of quality control surveillance as those identified in Serco's proposal. Accordingly, we conclude that the differences in the assignment of a strength to Serco's proposal were based on differences in the offerors' proposals and not the result of unequal treatment.

#### Assignment of Weaknesses

P4R argues that FEMA unequally evaluated proposals with respect to the consistency and frequency of communication under the technical and management approach and capabilities subfactor. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 59-60; P4R Supp. Comments, June 4, 2018, at 4-5. FEMA assigned a weakness to P4R's proposal for failing to provide details regarding consistency and frequency of communication throughout the proposal. As examples supporting the agency's assessment, FEMA cites statements that the program manager periodically engages the task monitor and regularly communicates with the task order team and non-

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P4R's proposal generally mentioned key performance indicators in relation to its "plan-do-check-act" cycle without the specificity included in Serco's proposal. For example, under the "plan" phase, P4R's proposal states that it will "[d]evelop a [task order]-specific [quality control plan] and submit it to the Program Office and Task Monitor, including Key Performance Indicators (KPIs) applicable to the work." AR, Tab G, P4R Proposal, at II-37 (emphasis added). Under the "check" phase, the proposal states "Monitor KPIs for delivery." Id. Accordingly, we conclude that the two proposals are not similar with respect to the level of specificity with regard to key performance indicators.

deployed staff; the team leads regularly coordinate with the task monitors about contract performance; the program manager conducts regular site visits with task monitor; and the quality manager performs periodic audits to assess effectiveness. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 59 (referring to AR, Tab M, TER, at 40-41). P4R states that FEMA failed to assign a weakness to Serco's proposal for the same or similar language in its proposal, such as: "[c]ritical to our customer service support is effective communications with FEMA;" "[o]ur [program management office] will establish effective communications with PA-TAC operational leadership;" "[o]fficial and unofficial communications channels will be established before contract execution commences;" and "Serco's [program manager] will respond to the Government [contracting officer, contracting officer's representative, and program manager] requests in a timely manner. . . ." Id. at 59-60 (quoting AR, Tab AG, Serco Proposal, at 1-2, 1-7, 1-15).

FEMA explains that P4R was assigned a weakness for its general references to "periodic" and "regular" communications without any specificity. Supp. COS/MOL, May 30, 2018, at 12. FEMA states that Serco's proposal does not contain the same general references to the timing of communications, with the exception of one instance where Serco states that on-ground site supervisors will report mobilization status and task order performance to the program management office on a regular basis. Id.

FEMA also states that there are meaningful differences in proposal approaches regarding internal and external communications that differentiate the two proposals. Id. FEMA explains that P4R assigns a task manager to each task order, and then manages communications at that level, with the task manager for each task order as the single point of contact for FEMA. Id. (referring to AR, Tab G, P4R Proposal, at II-15-II-16). In contrast, the agency explains that Serco's proposal shows that communication flows through multiple levels, with delineated lines of authority, and with communications flowing both up and down the operational chains of command. Id. (referring to AR, Tab AG, Serco Proposal, at 1-7). FEMA states that, even if a weakness should be assigned to Serco on this basis, Serco's very good rating would not have changed because of the many significant strengths and strengths Serco's proposal received under the subfactor. Id. at 13. FEMA also states that the marginal rating that P4R's proposal received under the key personnel subfactor was the discriminator in the selection decision and therefore P4R would not be prejudiced if the agency erred in this regard. Id.

Prejudice is an element of every viable protest, and we will not sustain a protest unless the protester demonstrates a reasonable possibility of prejudice, that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. Huntington Ingalls Indus., Inc.; VT Halter Marine, Inc., B-409541 et al., June 2, 2014, 2014 CPD ¶ 167 at 16 n.21. Here, even if we agreed with P4R that the agency erred by not assigning Serco a weakness for failing to specify the frequency of its communications, P4R failed to establish competitive prejudice. In this regard, as discussed above, we find that the agency reasonably evaluated P4R's proposal as warranting a marginal rating under the key personnel

subfactor. Moreover, both P4R and Serco received a very good rating under the technical and management approach subfactor. Accordingly, even if P4R was to prevail on this protest ground, we have no basis to conclude that its competitive position would materially change given the reasonably assessed significant weaknesses assigned under the key personnel subfactor. See General Revenue Corp. et al., B-414220.2 et al., Mar. 27, 2017, 2017 CPD ¶ 106 at 37 (protester fails to demonstrate prejudice from errors in its proposal evaluation in the face of its marginal rating under another subfactor).

P4R also argues that FEMA unequally evaluated proposals between the various zones. In this regard, P4R states that FEMA assigned its Zone 1 proposal a weakness for depicting its program, deputy program, and deployment/readiness managers as performing the same responsibilities without providing a clear division of responsibility when reviewing a task order proposal request, but failed to assign a comparable weakness to Serco's proposal under Zone 2. P4R Supp. Comments & Supp. Protest, May 22, 2018, at 60. FEMA states that the evaluation that occurred in Zone 1 is irrelevant to the evaluation of proposals under Zones 2 and 3 because separate evaluation teams evaluated the proposals for each zone. Supp. COS/MOL, May 30, 2018, at 3.

We need not address this issue because P4R fails to establish prejudice in this regard. P4R did not receive a weakness for the same feature in its Zone 2 proposal. Thus, with regard to the Zone 2 technical evaluation, P4R and Serco were treated equally. Cf. CIGNA Gov't Servs., LLC, B-401062.2, B-401062.3, May 6, 2009, 2010 CPD ¶ 283 at 13-14 (protest sustained where protester challenged the unequal evaluation of its own proposals issued under the same solicitation for two different geographical areas and the SSA failed to reconcile the differences).

DCG argues that the agency's evaluation of its proposal and Serco's proposal was unequal under the quality control plan subfactor. Specifically, the protester argues that the agency engaged in unequal treatment in assessing a significant weakness to its proposal for failing to discuss timelines applicable to its quality control plan but only assessing a weakness to Serco's proposal where the agency indicated that the lack of clarity as to what deliverables the program manager would review could delay the mission. DCG Comments & Supp. Protest, May 3, 2018, at 36. In this regard, the protester argues that a determination that Serco's entire quality control plan approach may delay the mission clearly creates more risk to the agency than the possibility that some of DCG's corrective actions would not meet some unspecified timeline. Id. The protester also argues that the agency engaged in unequal treatment in assessing the significant weakness when Serco's proposal, in DCG's view, contained no meaningful discussion of corrective action. Id.

In response, the agency explains that DCG failed to provide an outline of procedures to maintain timeliness and responsiveness in the quality control plan, in addition to failing to show how work would be accepted, assigned, and followed up to ensure timely performance. COS/MOL at 49; Supp. COS/MOL, June 11, 2018, at 30-32. In this

regard, the agency explains that this was an overarching problem in DCG's proposal which overall lacked details and included generalities. Id. The agency further explains that it was concerned because DCG's proposal failed to address how it intended to implement quality control processes throughout the duration of the contract, and thus reasonably assessed a significant weakness. Supp. COS/MOL, June 11, 2018, at 30.

The agency explains that by contrast, it assessed a weakness to Serco's proposal because the agency could not determine whether the program manager would review contract deliverables or task order deliverables, and if the program manager was reviewing task order deliverables, it may delay deliverables. Id. at 32. The agency explains that the timeliness of task order deliverables is a discrete aspect of the contract's performance which could increase the risk of unsuccessful task order performance but did not appreciably increase the risk, and therefore assessed a weakness, not a significant weakness. Id. The agency explains that DCG was assessed a significant weakness because it completely failed to describe the systematic procedures it would follow to ensure that it submits anything in a timely manner and this was far more likely to result in delays to the mission than Serco's lack of clarity with regard to which deliverables the program manager is reviewing. Id. at 32-33.

The agency also explains that in assessing the significant weakness to DCG's proposal, the agency was concerned that DCG's proposal failed to describe how deficiencies would be reported and what corrective actions would be taken and in what time frame. Id. By contrast, the agency explains that Serco addressed corrective action in multiple places in its quality control plan and with more specificity than DCG. Id. at 34. The agency points to Serco's proposed use of a business intelligence tool to provide a system for change management, which includes corrective action; Serco's process for examining key performance indicators, identifying issues requiring resolution, and determining whether plans, procedures, and policies should be changed; process for utilizing formal reports; description of its metrics and process evaluation; and process for on-site quality control assessments. Id.

Based on our review of the record, we find no basis to question the agency's judgments in performing the evaluation. DCG has not made the requisite showing that the agency treated the two proposals unequally. See Alphaport, Inc., B-414086, B-414086.2, Feb. 10, 2017, 2017 CPD ¶ 69 at 7. In this regard, DCG has not shown that only DCG was penalized for something that both DCG and Serco did not propose. While DCG may disagree with the agency's conclusions, DCG's disagreement with those conclusions is insufficient to establish that the agency acted unreasonably. Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7.

### Serco's Past Performance

DCG and P4R challenge various aspects of FEMA's evaluation of Serco's past performance. The protesters contend that the types of work performed under Serco's past performance contracts were not "essentially the same" as the work to be performed

under the PA-TAC IV contract. DCG Comments & Supp. Protest, May 3, 2018, at 20, 22; P4R Comments & Supp. Protest, May 3, 2018, at 12-18. For example, DCG and P4R contend that FEMA failed to recognize that Serco has not performed the type of disaster response support services called for under the PA-TAC IV contract and therefore should not have received the same substantial confidence rating as the protesters. DCG Comments & Supp. Protest, May 3, 2018, at 18-19; P4R Protest at 47-48. The protesters also argue that FEMA unreasonably considered the dollar value of Serco's contracts to be very relevant. DCG Comments & Supp. Protest, May 3, 2018, at 20-22; P4R Comments & Supp. Protest, May 3, 2018, at 13, 17. P4R argues that, had the agency considered the annual value of each of Serco's contracts, the agency would have found that they were not "essentially the same." P4R Supp. Comments & Supp. Protest, May 3, 2018, at 13-14, 17; P4R Supp. Comments & Supp. Protest, May 22, 2018, at 12. P4R also argues that FEMA unreasonably found one of Serco's contracts to be very relevant even though only a few months were performed within the 5-year window permitted for submission of past performance. P4R Supp. Comments & Supp. Protest, May 3, 2018, at 14.

FEMA states that it evaluated Serco's past performance in accordance with the terms of the solicitation. Supp. COS/MOL, May 16, 2018, at 31. FEMA states that the RFP did not require offerors to have prior FEMA or PA-TAC experience, and did not require the agency to view prior PA-TAC experience more favorably than other experience. Id. at 32. FEMA also states that the RFP gave the agency the discretion to consider the relevancy of the past performance references in terms of size, scope, and complexity. Id. FEMA explains, for example, that it found one of Serco's contracts was very relevant because it included large-scale program management and advisory and assistance services, in which Serco maintained and managed a pool of 100-200 personnel over 20 sites in Iraq, Afghanistan, Kuwait, and Bahrain. Id. at 39. FEMA states that, in addition, under the same contract, Serco recruited, trained, and delivered professional support with deployments that sometimes occurred within 24 hours, and maintained a surge capacity of professional and nonprofessional staff. Id.

With respect to the dollar value of Serco's past performance references, FEMA states that two of the contracts were more than double the value of the PA-TAC IV contract's estimated value, whereas the values of DCG's and P4R's contracts performed to date were less than the PA-TAC IV contract's estimated value, yet some of DCG's and P4R's contracts were nonetheless found to be very relevant.<sup>10</sup> Id. at 37. With respect to consideration of the entire performance period of one contract, FEMA states that the RFP permitted the agency to consider the entire performance under a contract, so long

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<sup>10</sup> The record shows that the evaluators considered the awarded price of the past performance contracts. See AR, Tab M, TER, at 25, 43, 52. The awarded prices of DCG's contracts were \$500 million, \$363 million, and \$23.9 million; P4R's contracts were \$500 million, \$500 million, and \$950 million; and Serco's were \$1.2 billion, \$225 million, and \$970 million. Id.; AR, Tab S, Serco Past Performance Vol., at 2.

as the offeror identified that any performance occurred within 5 years preceding the RFP's issuance date. Id. at 33.

FEMA also states that, even if it had applied a relaxed interpretation of the past performance criteria with respect to Serco's proposal, DCG and P4R benefited from a relaxed application of the criteria. In this regard, FEMA explains that neither P4R nor DCG submitted three past performance contracts in which the joint venture--or even a joint venture partner--performed as a prime contractor, as required by the RFP. Id. at 33. FEMA states that, instead, the protesters relied for the most part on the past performance of one of their joint venture members as part of another joint venture, or their joint venture member's affiliate's performance. Id.

We need not address the protesters' arguments because DCG and P4R have not demonstrated that they were prejudiced by any misapplication of the past performance evaluation criteria. As noted by the agency, the RFP stated that offerors were to submit three contracts on which the offeror performed as the prime contractor. RFP at 71. Both DCG and P4R submitted as a past performance contract the predecessor contract to PA-TAC IV, which was performed by Nationwide Infrastructure Support Technical Assistance Consultants E (NISTAC). AR, Tab J, DCG Proposal, Past Performance Vol., at 2; AR, Tab G, P4R Proposal, at III-3. NISTAC is a joint venture comprised of Dewberry and URS, which was bought by AECOM Technical Services' parent company in 2014. Id. Crawford performed as a subcontractor. AR, Tab J, DCG Proposal, Past Performance Vol., at 2. Thus, neither DCG nor P4R performed the contract as the prime contractor. However, FEMA evaluated the contracts as if they had been the prime contractors. Accordingly, we have no basis to conclude that either DCG or P4R would have had a reasonable possibility of award had the agency not erred in this manner. See DPBC HZ Joint Venture, B-415612, Jan. 31, 2018, 2018 CPD ¶ 41 at 7-8 (experience of joint venture did not demonstrate experience for joint venture member).

### Unfair Competitive Advantage

Both protesters argue that the agency failed to adequately investigate whether Serco obtained an unfair competitive advantage by hiring a former FEMA official who was proposed as Serco's program manager and possessed competitively useful nonpublic information.<sup>11</sup> In this regard, both protesters primarily argue that prior to leaving FEMA

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<sup>11</sup> DCG argues that Serco suffers from at least two forms of organizational conflicts of interest (OCIs) stemming from Serco's hiring of a former FEMA official: biased grounds rules and unequal access to information. DCG Protest at 26-28; see Federal Acquisition Regulation (FAR) §§ 9.505-1, 9.505-2, 9.505-4. However, a review of the record shows that DCG has failed to allege cognizable grounds of protest under FAR subpart 9.5. Specifically, DCG does not allege that Serco had access to nonpublic information as part of its performance of a government contract or, that as part of its performance of a government contract, has set the ground rules for this competition. Instead, DCG alleges these OCIs through the hiring of a former government employee.

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to work for Serco, this individual was involved in the development of the requirements for the new public assistance delivery model that is the basis for the current solicitation and therefore had access to nonpublic information concerning the procurement that afforded Serco an unfair competitive advantage.<sup>12</sup> DCG Protest at 9-10, 26-28; DCG Comments & Supp. Protest, May 3, 2018, at 23-28; DCG Supp. Comments & Supp. Protest, May 22, 2018, at 26-28; P4R Protest at 35-38; P4R Comments & Supp. Protest, May 3, 2018, at 40-44.

The agency explains that it investigated the allegations set forth by the protesters and determined that Serco did not obtain an unfair competitive advantage from its hiring of a former FEMA employee.<sup>13</sup> Specifically, the agency initiated an OCI investigation in

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As our Office has explained in numerous decisions, challenges based on an offeror's hiring or association with former government employees who have access to non-public, competitively useful information are more accurately categorized as unfair competitive advantages under FAR subpart 3.1 than OCIs under FAR subpart 9.5. See e.g., See Interactive Info. Sols., Inc., B-415126.2 et al., Mar. 22, 2018, 2018 CPD ¶ 115 at 4-5; Northrop Grumman Sys. Corp., B-412278.7, B-412278.8, Oct. 4, 2017, 2017 CPD ¶ 312 6-8. As such, we read DCG's protest to allege an unfair competitive advantage by the awardee's hiring of a former FEMA official.

<sup>12</sup> DCG also argues that this individual is subject to statutory post-government employment restrictions that render him ineligible to serve in his proposed position as Serco's program manager, resulting in Serco's failure to comply with the solicitation's requirements to propose key personnel. DCG Protest at 28-29; DCG Comments & Supp. Protest, May 3, 2018, at 28-32. Here, the agency explains that during the initial technical evaluation, this individual's resume was flagged for a potential personal conflict of interest (PCI) and an ethics inquiry was initiated. AR, Tab X, Contracting Officer Investigation, at 4, 6. After seeking advice from counsel, it was determined that there were no PCIs or any violations of post-government employment restrictions under 18 U.S.C. § 207. Id. Whether or not this individual violated the post-employment restrictions of 18 U.S.C. § 207(c) is not within the purview of our Bid Protest Regulations. The provision at 18 U.S.C. § 207(c) is a criminal statute, the interpretation and enforcement of which are primarily matters for the procuring agency and the Department of Justice. Accordingly, this allegation is dismissed. See, e.g., Systems Research & Applications Corp.; Booz Allen Hamilton, Inc., B-299818 et al., Sept. 6, 2007, 2008 CPD ¶ 28 at 30.

<sup>13</sup> While the contracting officer's investigation is focused on and concludes that Serco suffers from no OCIs under FAR subpart 9.5, as our Office has recognized, the standard for evaluating whether a firm has an unfair competitive advantage under FAR subpart 3.1 stemming from its hiring of a former government employee is virtually indistinguishable from the standard for evaluating whether a firm has an unfair competitive advantage arising from its unequal access to information as a result of an OCI under FAR subpart 9.5. Northrop Grumman Sys. Corp., supra, at 6.

February 2018, after receiving DCG and P4R's January 2018 protests of the initial award to Serco for Zone 2. AR, Tab X, Contracting Officer Investigation, at 3. The contracting officer's investigation included sending an investigative letter to Serco requesting that Serco respond to questions pertaining to when the former FEMA employee began work at Serco; the individual's roles and responsibility between May 2017 and January 2018;<sup>14</sup> whether the individual participated or assisted Serco with its proposal; and any steps Serco took to firewall the individual from the procurement. Id. The contracting officer also requested the FEMA program office provide information regarding identification of the individuals responsible for the solicitation requirements; when the documents, including the PWS, security requirements, labor categories, performance requirement summary, and IGCE were created; and any involvement of the former FEMA employee in the participation of the procurement and/or any requirement documentation. Id. at 4. The contracting officer also requested that the public assistance program office's program manager provide a declaration pursuant to 28 U.S.C. § 1746. Id.

The contracting officer reviewed the responses provided by Serco and the program office, and concluded that Serco did not obtain an unfair competitive advantage. Id. The contracting officer found that the individual worked at FEMA from December 2009 through July 2016 holding various positions before joining Serco in July 2016. COS/MOL at 75; AR, Tab X, Contracting Officer Investigation, at 4. As relevant here, between January and July 2016, this individual served as a team lead for FEMA's Public Assistance Implementation Team and led an initial pilot program for FEMA in Oregon<sup>15</sup> that implemented FEMA's new delivery model for providing disaster recovery services. Id. The contracting officer considered that the information regarding the pilot program is available to the public and that the solicitation requirements are not structured or centered on that pilot program. Id. The contracting officer also considered that the individual was not involved with the acquisition process for this solicitation and the individual was not privy to any sensitive information regarding the source selection. Id.

Contracting agencies are to avoid even the appearance of impropriety in government procurements. FAR § 3.101-1; Guardian Techs. Int'l, B-270213 et al., Feb. 20, 1996, 96-1 CPD ¶ 104 at 5. In this regard, where a firm may have gained an unfair competitive advantage through its hiring of a former government official, the firm can be disqualified from a competition based on the appearance of impropriety which is created by this situation, that is, even if no actual impropriety can be shown, so long as the determination of an unfair competitive advantage is based on facts and not mere innuendo or suspicion. Health Net Fed. Servs., LLC, B-401652.3, B-401652.5, Nov. 4, 2009, 2009 CPD ¶ 220 at 29. Thus, a person's familiarity with the type of work

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<sup>14</sup> This timeframe encompasses the issuance of the solicitation through initial contract awards and subsequent protests of the initial awards.

<sup>15</sup> Oregon is not within the Zone 2 region.



required resulting from the person's prior position in the government is not, by itself, evidence of an unfair competitive advantage. Id.

To resolve an allegation of an unfair competitive advantage under these circumstances, we typically consider all relevant information, including whether the former government employee had access to competitively useful inside information, as well as whether the former government employee's activities with the firm were likely to have resulted in a disclosure of such information. Physician Corp. of Am., B-270698 et al., Apr. 10, 1996, 96-1 CPD ¶ 198 at 4-5. Our Office also considers whether the non-public information was in fact available to the protester. International Res. Grp., B-409346.2 et al., Dec. 11, 2014, 2014 CPD ¶ 369 at 4. We review the reasonableness of the contracting officer's investigation and, where an agency has given meaningful consideration to whether an unfair competitive advantage exists, will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. VSE Corp., B-404833.4, Nov. 21, 2011, 2011 CPD ¶ 268 at 7.

Here, we find that the agency reasonably investigated the protesters' allegations, and concluded that Serco did not obtain an unfair competitive advantage from its hiring of a former FEMA employee. In this regard, the facts do not establish that the former FEMA employee had access to any non-public, competitively useful information related to this procurement. The contracting officer's investigation did not reveal any evidence supporting the protesters' allegations. The record shows that this individual had no involvement with drafting the solicitation documents, a process which did not even start until after the individual had left FEMA. See AR, Tab Y, Decl. of Technical SSEB Chairperson, at 1-2.<sup>16</sup> The record also shows that this individual did not have access and was not provided any procurement sensitive materials related to the procurement. Id.; see also AR, Tab X, Contracting Officer Investigation, at 6. The contracting officer also considered the fact that this individual had no involvement in any of the PA-TAC contracts since he was not a customer of these services and was not involved with requirements development, source selection, or contract administration. AR, Tab X, Contracting Officer Investigation, at 5. In addition, contrary to the protesters' assertions that the Oregon pilot program was the basis for FEMA's requirements and approach for the procurement, the agency explained that this contract is largely an extension of the predecessor contracts, and any elements of the new delivery model that were incorporated into this solicitation were available to all offerors, and was not considered to be procurement sensitive information.<sup>17</sup> AR, Tab Y, Decl. of Technical SSEB

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<sup>16</sup> This individual is the chief of contracts and financial management branch of the public assistance division. AR, Tab X, Contracting Officer Investigation, at 4.

<sup>17</sup> P4R produced an email from March 2017 where this individual claimed to have been the person "that designed and implemented the new model [FEMA was] contracting for," and that he "[knew] the questions and answers." P4R Protest, Exh. 11, Mar. 1, 2017 E-mail. However, the record shows that beginning in 2015, FEMA held a series of shared sessions to redesign the program's delivery model by convening subject matter experts that spent six weeks designing the new model; key personnel from both DCG

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Chairperson, at 4. In fact, no information from the Oregon pilot program was provided to the integrated procurement team for use when drafting the requirements for this solicitation. Id. Absent any facts supporting the protester's allegation of impropriety, or appearance of an impropriety, we are provided no basis to sustain this protest ground.

## Selection Decision

DCG and P4R raise multiple challenges to the SSA's best-value tradeoff decision. First, the protesters argue that the SSA did not adequately consider past performance or price in his tradeoff decision. The protesters also argue that the SSA did not exercise his independent judgment.

### Consideration of Past Performance

DCG and P4R contend that the SSA failed to adequately consider the past performance discriminators, and failed to look behind the substantial confidence ratings of DCG, P4R and Serco in the tradeoff analysis. DCG Comments & Supp. Protest, May 3, 2018, at 42-43; P4R Protest at 29-34; P4R Comments & Supp. Protest, May 3, 2018, at 27. The protesters assert that had the SSA looked behind the substantial confidence ratings, he would have recognized the superiority of their past performance over that of Serco, and would have realized that the price premium offered by Serco was unwarranted. DCG Comments & Supp. Protest, May 3, 2018, at 43; P4R Comments & Supp. Protest, May 3, 2018, at 28. DCG also asserts that the SSDD failed to include a discussion of the relative merits of its and Serco's past performance. DCG Comments & Supp. Protest, May 3, 2018, at 43.

FEMA states that the SSA properly considered past performance in its tradeoff decision. COS/MOL at 70. FEMA explains that the SSA focused on the most significant discriminators in the tradeoff decision, namely the technical subfactors, rather than past performance, which was not a discriminator. Id. at 71.

Based on the record before us, we find no basis to object to the SSA's consideration of past performance. As discussed above, the SSA noted that both P4R and Serco

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and P4R appear to have worked on the redesign process. See AR, Tab Y, Decl. of Technical SSEB Chairperson, at 3-4; see also AR, Tab J, DCG Proposal, at 21 (DCG's proposed program manager resume indicating "[p]roviding technical input and expert panel support to FEMA's [public assistance] [r]edesign team . . ."); AR, Tab G, P4R Proposal, at II-22 (P4R's program manager resume indicating that she served "as . . . representative to assist FEMA with the initial efforts on redesign of the [public assistance] Program process."). Further, the record shows that the former FEMA employee did not participate in subsequent pilot programs, and the incumbent contractors were trained on and more involved in the new delivery model than this individual who only participated in it initially. COS/MOL at 74, 78-80.

received a past performance rating of substantial confidence demonstrating that they both have extensive relevant experience to perform the requirements. AR, Tab B, SSDD, at 55. The SSA also noted that the offerors had positive ratings in their past performance questionnaires and were assessed no weaknesses under this evaluation factor. Id. Additionally, the SSDD contained a summary of each offeror's past performance contracts, including the significant strengths assigned to DCG's past performance. See AR, Tab B, SSDD, at 46-48. Thus the SSA was aware of the various types of contracts that demonstrated the offerors' past performance. Although DCG and P4R contend that the SSA was required to conduct a more in-depth analysis, an agency is not required to further differentiate between the past performance ratings based on a more refined assessment of the relative relevance of the offeror's prior contracts, unless specifically required by the RFP. See Pro-Sphere Tek, Inc., B-410898.11, July 1, 2016, 2016 CPD ¶ 201 at 9-11; University Research Co., LLC, B-294358.6, B-294358.7, Apr. 20, 2005, 2005 CPD ¶ 83 at 18. Here, the RFP did not contain such a requirement.

### Consideration of Price

DCG and P4R argue that the SSA failed to meaningfully consider price when awarding the Zone 2 contract. DCG Comments & Supp. Protest, May 3, 2018, at 43-45; P4R Protest at 24-29; P4R Comments & Supp. Protest, May 3, 2018, at 80-82, 89-94. P4R contends that FEMA awarded to the highest-rated offeror, regardless of price, thereby abandoning a best-value award basis. P4R Comments & Supp. Protest, May 3, 2018, at 90; id., May 22, 2018, at 21. P4R states that the SSA failed to meaningfully consider the \$135 million price premium it is paying for Serco's proposal rather than P4R's lower priced proposal that offers minimal risks. Id., May 22, 2018, at 22-23. DCG argues that the agency's price analysis consisted primarily of a comparison with an IGCE that was invalid because it used different plug numbers than those provided in the RFP. DCG Comments & Supp. Protest, May 3, 2018, at 33-34, 44-45.

FEMA states that the SSA meaningfully considered price and that the protesters exaggerate the price differential. COS/MOL at 65-67. FEMA explains that Serco's price was only 25 percent higher than P4R's price, which was the lowest price, and only 6 percent higher than DCG's price. Id. at 67. FEMA states that, moreover, Serco's price was below the IGCE and Serco was not the highest-priced offeror in comparison with the other offerors' prices. Id. FEMA also states that the SSA gave price the appropriate weight consistent with the stated evaluation criteria, which identified price as the least important evaluation factor. Id. at 68-69. FEMA asserts that the SSA conducted a detailed tradeoff analysis, and contrary to the protesters' beliefs, found that the risks associated with DCG's and P4R's significant weaknesses were not minor risks in light of the fact that the contractor will be providing support for FEMA's public assistance efforts in response to natural disasters. Id. at 69. With respect to the faulty IGCE, FEMA states that the error in the ICGE was not prejudicial, given that, even if the IGCE were adjusted to correct the error, Serco's price would still be below the IGCE. Supp. COS/MOL, May 16, 2018, at 41. FEMA states that, in addition to comparing offerors prices with the IGCE, the agency compared the offerors' line item prices and

total prices against each other to determine price reasonableness. Id. at 42. FEMA concludes that the differential between offerors' prices remain unchanged, and therefore, the SSA's consideration of whether Serco's proposal was worth the price premium was still valid. Id.

In reviewing protests of allegedly flawed "best-value" determinations, our Office will examine the record to determine whether the agency's judgments were reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement laws. The Bowen Group, B-409332.3, Aug. 6, 2014, 2014 CPD ¶ 236 at 7. Where, as here, a solicitation provides that technical factors are more important than price, source selection officials have broad discretion in determining whether one proposal's technical superiority is worth its higher price, so long as the agency's decision is reasonable, consistent with the solicitation's stated criteria, and adequately documented. TMM Investments, Ltd., B-402016, Dec. 23, 2009, 2009 CPD ¶ 263 at 4-5. A protester's argument that the cost premium is simply too large is not sufficient to establish that the tradeoff was unreasonable. Beechcraft Def. Co., LLC, B-406170.2 et al., June 13, 2013, 2013 CPD ¶ 147 at 31; see General Servs. Eng'g, Inc., B-245458, Jan. 9, 1992, 92-1 CPD ¶ 44 at 11 (tradeoff reasonable where agency determined that technical superiority of awardee's proposal was sufficient to offset 125 percent higher cost).

Based on the record before us, we find no basis to sustain the protests. In his tradeoff between Serco and the other offerors, the SSA reviewed and considered the significant strengths, strengths, weaknesses, and significant weaknesses identified in each proposal, as well as the price analysis. See, e.g., AR, Tab B, SSDD, at 49, 52-55. The record shows that the SSA also considered whether, based on these significant strengths, strengths, weaknesses, and significant weaknesses, Serco's proposal warranted paying the price premium. For example, after discussing the significant weaknesses and weaknesses in DCG's proposal, the SSA stated that the government would be at considerable risk for unsuccessful performance because of DCG's quality control plan. Id. at 53. The SSA stated that, based on the overall technical approaches and evaluated strengths and weaknesses of DCG compared with Serco, Serco provides the best overall value to the government, which warrants paying the price premium. Id.

With respect to P4R, the SSA acknowledged discriminators in the offerors' proposals. Specifically, the SSA recognized that Serco's price was higher than P4R's price, which was the lowest of all offerors. The SSA concluded that in view of all of the identified strengths and weaknesses in P4R's and Serco's proposals, particularly Serco's highly qualified key personnel compared to P4R's underqualified personnel, Serco's proposal merited the price premium. Id. at 55. The fact that the SSA did not identify the price differential in that part of the document does not indicate that the SSA failed to consider price.

With respect to the flawed IGCE, the record shows that FEMA recognized the roughly \$19 million error with respect to its plug number, but nonetheless used the IGCE in its price analysis. AR, Tab N, Price Analysis, at 2. However, the record also shows that the agency compared offerors' total prices to each other and conducted a line item

analysis, as well. Id. The SSDD included the total price and line item analysis in addition to the comparison with the IGCE. AR, Tab B, SSDD, at 49. Accordingly, although the agency's IGCE was flawed, where, as here, the agency uses another price analysis technique to determine price reasonableness, we find no basis to sustain the protest. See AMTIS-Advantage, LLC, B-411623, B-411623.2, Sept. 16, 2015, 2015 CPD ¶ 360 at 11 (flawed IGCE creates no competitive prejudice where agency also used other price analysis techniques to determine price reasonableness); Strategic Resources, Inc., B-406841.2, Nov. 27, 2012, 2012 CPD ¶ 346 at 11 (agency's price realism analysis was reasonable, despite flawed independent government estimate, because the agency also used other price analysis techniques).

### SSA's Independent Judgment

Finally, P4R argues that the SSA failed to adequately document his independent judgment in the best-value tradeoff and new award decision. P4R Comments & Supp. Protest, May 3, 2018, at 94. P4R maintains that the SSA's concurrence with the draft SSDD provided by the SSEB without also receiving a debriefing, asking questions, or making any changes to the SSDD demonstrates that the SSA failed to exercise his independent judgment. Id.

FEMA states that there is no legal requirement for the SSA to personally write the document that reflects the selection decision. Supp. COS/MOL, May 16, 2018, at 44. FEMA explains that the SSDD adopted by the SSA contained a detailed summary of the technical evaluation team's findings as well as a detailed comparative assessment of proposals for the SSA's consideration, with which he concurred. Id. at 45. FEMA states that the SSA carefully reviewed the underlying evaluation documents prior to the corrective action and during the corrective action the SSA was provided with a revised draft SSDD that provided a detailed summary of the evaluation team's findings. Id. FEMA contends that the detailed draft SSDD, combined with the SSA's knowledge from his review prior to making the original award, provided the SSA with a comprehensive understanding of the proposals and their relative merits, which enabled him to make an informed and reasoned judgment based on his independent review of the evaluators' recommendations. Id. at 46.

Section 15.308 of the FAR requires, in the context of a negotiated procurement, that a source selection decision be based on a comparative assessment of proposals against all of the solicitation's source selection criteria. The FAR further requires that while the SSA "may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment." Source selection decisions must be documented, and include the rationale and any business judgments and tradeoffs made or relied upon by the SSA. FAR § 15.308.

We have consistently recognized that agency selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results in making their determination. See, e.g., U.S. Facilities, Inc., B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 15. Our Office has explained

that so long as the ultimate selection decision reflects the selection official's independent judgment, agency selection officials may rely on reports and analyses prepared by others. See, e.g., Puglia Eng'g of California, Inc., B-297413 et al., Jan. 20, 2006, 2006 CPD ¶ 33 at 8. The fact that the SSA based his decision on the recommendation of the agency evaluators, without performing an independent review of all documentation, is not sufficient to show that the decision did not represent his own independent judgment. InCadence Strategic Solutions Corp., B-410431.2, Dec. 22, 2014, 2015 CPD ¶ 57 at 5.

Here, the SSEB provided the SSA with a detailed draft SSDD that discussed the significant strengths, strengths, weaknesses, and significant weaknesses in each offeror's proposal. See AR, Tab B, SSDD, at 32-48. The SSDD also contained the price analysis and a comparison of the relative merits of the offerors' proposals. Id. at 49-57. The SSA states that, based on the information presented in the SSDD, he had a comprehensive understanding of the proposals and relative merits, and concurred with the revised findings and recommendations and made the final selection decision. AR, Tab AF, Decl. of SSA, at 2. Accordingly, on this record, we have no basis to conclude that the SSA failed to exercise his independent judgment or to adequately document the rationale to support his source selection decision.

The protests are denied.

Thomas H. Armstrong  
General Counsel