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Decision

Matter of: Sevatec, Inc.

File: B-416617; B-416617.2

Date: November 1, 2018

Alexander J. Brittin, Esq., Brittin Law Group, PLLC, and Jonathan D. Shaffer, Esq. and Mary Pat Buckenmeyer, Esq., Smith Pachter McWhorter PLC, for the protester. James J. McCullough, Esq., Michael J. Anstett, Esq., and Neaha Raol, Esq., Fried, Frank, Harris, Shriver & Jacobson LLP, for Leidos Innovations Corporation, the intervenor.

John L. Guinan, Jr., Esq., Department of Commerce, for the agency.

Charmaine A. Stevenson, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that a biased evaluator tainted the evaluation of proposals to disfavor the protester is denied where the allegations were investigated by the agency, no evidence of improper government action was found, and the protester has not provided any concrete evidence to demonstrate that government officials acted in bad faith or were biased.
2. Protest that the agency engaged in unequal treatment is denied, where the differences in the evaluation and ratings stemmed from actual differences between the offerors' proposals.
3. Protest challenging the agency's selection decision is denied where the record shows that the selection decision was reasonable and consistent with the terms of the solicitation.

DECISION

Sevatec, Inc., of Fairfax, Virginia, protests the issuance of a task order to Leidos Innovations Corporation (Leidos), of Gaithersburg, Maryland, under requests for proposals (RFP) No. C-42918-O and C-42916-SB, issued by the Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA) for support services at NOAA's Cyber Security Center and DOC's Enterprise Security

Operation Center. The protester challenges multiple aspects of the agency's evaluation and the selection decision.

We deny the protest.

BACKGROUND

The RFP was issued on December 27, 2017, pursuant to Federal Acquisition Regulation (FAR) § 16.505, to businesses holding Chief Information Officer-Solutions and Partners 3 (CIO-SP3) and CIO-SP3 Small Business indefinite-delivery, indefinite-quantity (IDIQ) contracts.¹ Contracting Officer's Statement (COS) at 1. The RFP contemplated award of a fixed-price task order with time-and-materials contract line item numbers, for a 12-month base period and four 12-month option periods.² Agency Report (AR), Tab 8, RFP at 3-4. The primary places of performance of the task order are Fairmont, West Virginia; Silver Spring, Maryland; Boulder, Colorado; and Washington, D.C. Id. at 9.

The RFP included the following five evaluation factors, listed in descending order of importance: (1) technical capability and approach to statement of objectives; (2) management approach and key personnel qualifications; (3) past performance; (4) small business participation plan; and (5) price. RFP at 67. The non-price factors, when combined, were significantly more important than price. Id. Award was to be made to the offeror whose proposal was most advantageous and represented the best overall value to the government. Id. at 66. For the technical capability and management approach factors, the RFP required that offerors submit separate proposal volumes providing a detailed narrative that addressed the factors and listed elements related to each factor that the agency intended to evaluate. Id. at 62-65. The RFP also required an oral presentation that would be evaluated under the technical capability and management approach factors. Id. at 61.

On January 26, 2018, the agency timely received seven proposals, and oral presentations were held on February 22-23. COS at 10. The technical capability and management approach factors were evaluated by a technical evaluation team (TET) whose members participated in consensus meetings on March 7, 8, 13, and 16. Id.

¹ The National Institutes of Health, Information Technology Acquisitions and Assessment Center, is authorized by the Office of Management and Budget to award and administer three governmentwide acquisition contracts for information technology, including CIO-SP3 and CIO-SP3 Small Business. See <https://nitaac.nih.gov/> (last visited Oct. 25, 2018). The agency issued two separate but virtually identical versions of the RFP for this procurement under the CIO-SP3 and CIO-SP3 Small Business but issued one award.

² All citations are to the conformed RFP provided by the agency.

at 11. In its evaluation of the technical capability factor, the TET identified one significant strength, seven strengths, and four weaknesses in Sevatec's proposal; the TET identified two significant strengths, eight strengths and two weaknesses in Leidos' proposal. AR, Tab 15, Technical and Management Consensus Report, at 5-7, 9-11. In its evaluation of the management approach factor, the TET identified four strengths and one weakness in Sevatec's proposal; the TET identified three significant strengths, two strengths, and one weakness in Leidos' proposal. *Id.* at 8-9, 12-13. No significant weaknesses or deficiencies were identified in either Sevatec's or Leidos' proposal. The final evaluation results of the TET, past performance evaluation team, small business participation plan evaluation team, and price evaluation team for Sevatec and Leidos were as follows:

	Sevatec	Leidos
Technical Capability and Approach to Statement of Objectives	Good	Outstanding
Management Approach and Key Personnel Qualifications	Acceptable	Outstanding
Past Performance	Acceptable	Outstanding
Small Business Participation Plan	Outstanding	Outstanding
Total Evaluated Price	\$91,644,052	\$109,950,790

AR, Tab 21, Selection Decision, at 3.

Prior to award, on May 18, the contracting officer received a letter from Sevatec providing notice of a potential Procurement Integrity Act (PIA) violation concerning its former employees and requesting review. COS at 24; AR, Tab 17, Sevatec Notice of Potential PIA Violation. Among other things, Sevatec stated that the agency's task manager monitoring Sevatec's performance of the prior contract, who was also serving on the TET, sent a false and misleading email on March 12 to agency officials, including two members of the TET. Sevatec alleged that the task manager's email and participation as a TET member would influence the evaluation to disfavor Sevatec's proposal. AR, Tab 17, Sevatec Notice of Potential PIA Violation, at 3-5. The agency investigated Sevatec's allegations and concluded that there was no violation of the PIA, and that there was no evidence that the task manager or other individuals serving on the TET were biased in any way. AR, Tab 19, Determination on Potential PIA Violation, at 3-4.

On July 12, the agency notified Sevatec that Leidos had been selected to perform the task order. AR, Tab 23, Notice to Unsuccessful Offeror. On July 19, Sevatec received a debriefing, during which Sevatec received a redacted version of the agency's determination of the potential PIA violation and allegation concerning bias. COS at 27; see also AR, Tab 25, Debriefing Letter. This protest followed.³

³ The awarded value of the task order at issue exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders
(continued...)

DISCUSSION

Sevatec argues that the contracting officer failed to ensure that the procurement was conducted on a fair and reasonable basis, and that the contracting officer failed to comply with a promise that the task manager's email would not be included in Sevatec's evaluation record. Sevatec also challenges multiple aspects of its technical evaluation, and alleges that the agency performed a disparate evaluation of proposals. In addition, Sevatec argues that as a result of a flawed evaluation, the agency's selection decision was unreasonable, and that a price premium for Leidos is not warranted. As discussed below, we find no basis to sustain the protest.⁴

Bias and Bad Faith

Sevatec argues that a March 12 email sent by the task manager in the midst of the consensus meetings held during the agency's evaluation of proposals contained false and misleading statements regarding Sevatec's performance on the incumbent contract. Protest at 53-54; see also Comments & Supp. Protest at 28-31. Sevatec also alleges that prior to award, the task manager "made a series of berating, inflammatory, and accusatory comments about Sevatec and its team, [reinforcing] many of the false allegations made" in the prior email. Protest at 11. According to Sevatec, these actions by the task manager, who was a member of the TET, tainted the evaluation of proposals. Sevatec further argues that "[t]he only way to ensure that [the task manager's] false and misleading statements were not included in Sevatec's record and used against Sevatec would be for the Agency to create a TET with members who did not receive [the task manager's] March 12, 2018 email." Id. at 54. The agency argues that there was no bias or bad faith in the evaluation, all proposals were evaluated based solely on the proposals' content and the oral presentations, and Sevatec's current or past performance was not considered by the TET in its evaluation of Sevatec's technical capability or management approach.⁵ Memorandum of Law (MOL) at 38-40.

Government officials are presumed to act in good faith and a protester's claim that contracting officials were motivated by bias or bad faith must be supported by convincing proof; our Office will not attribute unfair or prejudicial motives to procurement

(...continued)

under multiple-award IDIQ contracts that were awarded under the authority of Title 41 of the U.S. Code. 41 U.S.C. § 4106(f)(1)(B).

⁴ Sevatec's initial and supplemental protests raised multiple allegations. While our decision here does not specifically discuss each and every argument and/or variation of the arguments, we have considered all of Sevatec's assertions and find no basis to sustain the protest.

⁵ Sevatec's initial protest also challenged the agency's past performance evaluation. These allegations were withdrawn. Comments & Supp. Protest at 28.

officials on the basis of inference or supposition. Celeris Sys., Inc., B-404651, Mar. 24, 2011, 2011 CPD ¶ 72 at 7. Based on our review of the record, we find no basis to conclude that the agency's evaluation of Sevatec's proposal was tainted by bias or bad faith.

Here, the contracting officer states that prior to the commencement of proposal evaluation, training was provided to all evaluators that included information about laws, regulations, and guidelines on ethical concerns to be followed during the evaluation. COS at 10; AR, Tab 35, Decl. of Contracting Officer (CO) on Equal and Fair Evaluations, ¶ 3. In addition, each evaluator was required to sign a non-disclosure agreement and conflict of interest certificate. COS at 10; AR, Tab 35, Decl. of CO on Equal and Fair Evaluations, ¶ 4. In pertinent part, the non-disclosure agreement states:

I agree that I am not aware of any matter which might reduce my ability to participate in the source selection for [the procurement] in an objective [and] unbiased manner or which might place me in a position of conflict, real, apparent, possible, or potential, between my responsibilities as a participant and other interests.

AR, Tab 36, Non-Disclosure Agreement, at 1; see also Tab 38, Conflict of Interest Certificate, at 1 ("I certify that I am not aware of any matter which might limit my ability to participate in the [procurement] proceedings and activities in an objective and unbiased manner or which might place me in a position of a conflict, real or apparent, between my responsibilities as a member of the Evaluation Board and other interests.").

Further, the agency submitted declarations of all five of the TET members. All TET members declared that they attended the training and signed the non-disclosure agreement and conflict of interest certificate. AR, Tabs 30-34, Decl. of TET Members, ¶ 3. All of the TET members, including the task manager and the other two TET members that received copies of the March 12 email, also declared that the evaluation of proposals was "strictly limited to the contents of the proposals provided [] by the Contracting Officer." Id. ¶ 6. All TET members further declared that during the consensus meetings, "no evaluator tried to influence [their] input during consensus evaluation by means of introducing knowledge concerning past performance of any Offeror." Id. ¶ 8. Two TET members that were not recipients of the task manager's March 12 email additionally declared that they were unaware of the existence of the email and its contents. AR, Tabs 30-31, Decl. of TET Members ¶ 9.

The contracting officer also declared:

I attended all consensus meetings and noted that discussions pertained strictly to the factor that was under immediate consideration. I observed consistency throughout the evaluations in regards to identification of significant strengths, strengths, significant weaknesses, weaknesses, and/or deficiencies. . . . I observed that only information from written

proposals and the oral presentations of offerors was used in consensus discussions.

AR, Tab 35, CO Decl. of Equal and Fair Evaluations, at 1, ¶ 5. Further, as noted, the contracting officer conducted an investigation of the protester's allegations, and drafted a detailed memorandum concluding that there was no evidence of bias on the part of the task manager or any government official. COS at 10-11, 24-25; AR, Tab 19, Determination on Potential PIA Violation, at 3-4. With respect to the task manager, the contracting officer concluded that providing information regarding actual or perceived nonconformance with contract requirements was a necessary part of a task manager's duties, and that the task manager "act[ed] properly in his oversight role when providing this fact based feedback." AR, Tab 19, Determination on Potential PIA Violation, at 3. Regarding the two TET members that received the task manager's March 12 email, the contracting officer noted that they are part of the program office and members of the contract administration team responsible for administering the performance of Sevatec's incumbent contract, and in their roles routinely receive emails regarding contract performance, including the March 12 email from the task manager. Id. The contracting officer concluded that there was no evidence that the task manager was biased, or that the March 12 email had been considered in the evaluation of proposals. Id. at 4.

The protester has provided no evidence of bias on the part of the task manager or bad faith by the agency; rather, it draws an inference from a series of facts to support its allegations and essentially asks that we assume bias or bad faith. The protester's insistence that "the only logical explanation is that [the task manager] tainted the other four evaluators" either in his email or during the consensus meetings constitutes speculation, and is insufficient to support a finding of bias or bad faith. See Comments & Supp. Protest at 30. Further, as discussed below, our review of the record shows that the agency's evaluation of proposals was reasonable and supported by the record. Accordingly, we find no basis to sustain the protest here.

Technical Capability Evaluation

Sevatec challenges multiple aspects of the agency's evaluation of its proposal under the technical capability factor. For example, Sevatec argues that the four weaknesses identified by the agency are unreasonable, and are contrary to the proposal, the RFP, and the FAR. Protest at 26-40. The agency argues that the weaknesses identified are justified based on the content of Sevatec's proposal and the RFP requirements. MOL at 16-21. We address one representative example below.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. Wyle Labs., Inc., B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 6. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and

in accord with the stated evaluation criteria and applicable procurement laws and regulations. MicroTechnologies, LLC, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. With respect to a consensus evaluation document, our overriding concern is not whether such document tracks each individual evaluator's ratings, but whether the consensus report reasonably reflects the relative merit of the proposal, consistent with the solicitation. Vehicle Data Sci., Inc., B-413205, B-413205.2, Aug. 15, 2016, 2016 CPD ¶ 224 at 4. An offeror's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. STG, Inc., B-405101.3 et al., Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

Regarding the evaluation of technical capability, the RFP stated that the agency would evaluate, among other things, the following:

The innovative solutions the Offeror provides in the proposed [contractor performance work statement] and how the solutions meet the Objectives of the [Statement of Objectives]. The Government will evaluate the Offeror's technical approach to performing work and meeting requirements listed in the RFP, while staying ahead of the evolution of cyber security threats and achieving performance improvements, benefits and cost efficiencies throughout the entire Task Order performance.

RFP at 67 (¶ 11.3.1.3). The first weakness identified by the agency in Sevatec's proposal was explained as follows:

In Section 1.3.4, the Offeror states automation as part of this section of the proposal, but the proposed solution does not lead to automation, it only leverages existing procedures that are in place. In Section 1.4, the offeror identifies innovative solutions that have already been provided on the existing contract, but failed to communicate a descriptive solution for continuing to pursue innovative technologies and procedures. The innovative solution does not have sufficient detail [as] to how it will assist in staying ahead of the evolution of cyber security threats and achieving performance improvements. (RFP 11.3.1.3). This is a flaw in the proposal that increases the risk of unsuccessful contract performance. The risk of unsuccessful performance is low.

AR, Tab 15, Technical and Management Consensus Report, at 11.

Throughout its proposal, Sevatec states that it will implement automation as part of its innovative solution. For example:

- Section 1.3.4 titled "Ensuring Statutory Compliance Through Innovative Approaches and Automation" states: "A key element of our approach focuses on delivering best-in-class, cost-effective services, while automating and standardizing the management of compliance artifacts and material for easier assessment and higher maturity ratings." AR, Tab 10, Sevatec Technical Capability Proposal, at 12.

- Section 1.4.1.2 titled “Cyber Innovation through Automation and Intelligence” states: “Team Sevatec innovations through automation and cyber intelligence provide greater visibility into the NOAA/DOC security enterprise by standardizing threat sources to detect and remediate threats in real-time, not after an event has occurred.” Id. at 16.

The protester argues that the agency has improperly assessed this weakness “based upon a non-existent requirement,” because automation is not mentioned in the RFP. Protest at 27; see also Comments & Supp. Protest at 22 (“[A]utomation was not a requirement in the Solicitation.”). Sevatec further argues that the agency inconsistently evaluated its proposal because in addition to the weakness, it also received a strength related to automation. Protest at 31.

Offerors are responsible for submitting a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows for meaningful review by the procuring agency. Aero Simulation, Inc., B-411373, B-411373.2, July 2, 2015, 2015 CPD ¶ 233 at 3. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. Engility Corp., B-413120.3 et al., Feb. 14, 2017, 2017 CPD ¶ 70 at 16. An offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its proposal or risks that its proposal will be evaluated unfavorably where it fails to do so. Jacobs Tech., Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 8.

We find the agency’s identification of this weakness reasonable. The RFP required that offerors propose innovative solutions to meet the agency’s objectives; to the extent that Sevatec proposed automation as an innovative solution as required by the RFP, the agency had a reasonable basis to evaluate Sevatec’s proposal to automate its approach to provide the required cyber security services. The agency found that Sevatec’s proposal failed to articulate how its proposed automation would improve performance or achieve cost efficiencies, as required by the RFP. AR, Tab 39, Decl. of TET Members, at 1. The agency also concluded that when discussing automation, Sevatec described technology that is currently in use and did not clearly explain how its approach would provide innovation. Id.

Further, we find no merit to the protester’s argument that the evaluation was inconsistent because the agency also identified a strength related to Sevatec’s proposed automation. Insofar as the agency identified a strength with respect to automation through continuous diagnostics and mitigation, the agency was not then precluded from also identifying as a weakness that Sevatec failed to fully explain its proposed automation as an innovation as it related to overall task order performance. See AR, Tab 15, Technical and Management Consensus Report, at 10 (strength #3). Accordingly, we find reasonable the agency’s assessment of a weakness here. See Great Lakes Towing Co. dba Great Lakes Shipyard, B-408210, June 26, 2013, 2013 CPD ¶ 151 at 7-8 (where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation).

Disparate Treatment

Sevatec also argues that the agency performed a disparate evaluation of the offerors' management approaches, and failed to identify strengths in its proposal for the exact same attributes it identified as strengths in Leidos' proposal. Specifically, Sevatec alleges that both offerors proposed to partner with companies and local universities to continuously provide qualified personnel to staff the task order, but only Leidos' proposal received any credit for this approach. Comments & Supp. Protest at 12-16. The agency acknowledges that both offerors proposed to partner with companies and local universities, but argues that the proposals are far from identical. Supp. MOL at 6-8.

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. IndraSoft, Inc., B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; Paragon Sys., Inc.; SecTek, Inc., B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Here, Sevatec 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.

As noted, Fairmont, West Virginia is one of the primary places of task order performance. RFP at 9. As pertinent here, RFP section 11.3.2.1 states that the agency will evaluate “[h]ow well the Offeror’s Staffing Approach ensures service levels will not diminish due to staff turnover or departures, as well as the quality and effectiveness of the allocation of personnel and resources. The Government will evaluate the Offeror’s proposed approach to providing certified and experienced employees and its ability to hire and retain qualified personnel.” Id. at 68. Sevatec argues that the agency evaluated offerors disparately when assessing proposed partnerships with universities, and states that “[d]espite having provided far more detail with a more prestigious university, no credit or benefit was given to Sevatec.” Comments & Supp. Protest at 14.

Our review of the record shows that the proposals were different. In its proposal, Sevatec stated that its internship program with [DELETED] would “generat[e] a future pipeline of qualified, cleared full-time employees.” Tab 10, Sevatec Technical Capability Proposal, Appendix B-Staffing Plan, at B-2. On the other hand, the Leidos proposal indicated that it would establish a technical advisory group that would meet quarterly with NOAA/DOC. Tab 11, Leidos Management Approach Proposal, at 6. The proposal further stated that the technical advisory group would include a Leidos cybersecurity manager who also works as an adjunct professor at [DELETED] and teaches an Introduction to Cybersecurity course that would help “identify, recruit, and interview prospective cyber analysts based on his connections at [DELETED].” Id. The proposal additionally indicated that Leidos had strategic partnerships with universities across the country, and specifically identified [DELETED]. Id. at 7. On this basis, the agency identified a significant strength in Leidos' management approach. AR, Tab 15, Technical and Management Consensus Report, at 8. Although the protester's

characterization of Leidos' proposal evidences its disagreement with the agency's conclusions, it does not render them unreasonable.

Sevatec also argues that the agency ignored its proposed partnerships with companies while finding that "Leidos' analogous relationships qualified as discriminators and were used to justify the best value determination." Comments & Supp. Protest at 15. The Sevatec proposal repeatedly identifies Accenture/DPS, Verizon, and small businesses as its partners, and states, for example, that they will provide "increased capacity to deliver experienced, certified, and qualified staff in support of NOAA and DOC missions." AR, Tab 10, Sevatec Management Approach Proposal, at 7; see also id. at 1, 3, 4, 9, 10, 11, and 14. However, the agency argues that Sevatec listed only one local company in Fairmont, West Virginia, and that it was Leidos' connection with more local companies in Fairmont that formed the basis of the significant strength. Supp. MOL at 7-8. Specifically, the significant strength stated:

In Section 2.0, the Offeror identifies an extensive list of partner companies [DELETED] that have a substantial presence in the Fairmont region. These companies have successful, matured, and effective talent bases and recruiting relationships. The Offeror effectively identifies the acquisition and ability to retain talented cybersecurity professionals in the Fairmont region. The Offeror communicated a serious and substantive solution to addressing one of the largest identified challenges (RFP 11.3.2.1). This is an outstanding aspect of the Offeror's proposal that has appreciable merit in a way that will be advantageous to the Government during contract performance and appreciably increases the Government's confidence in the Offeror's ability to successfully perform contract requirements.

AR, Tab 15, Technical and Management Consensus Report, at 8. In addition, the record shows that the agency did not ignore Sevatec's proposed partnerships, and identified a strength under the technical capability factor. The agency noted that the addition of an experienced telecommunications company with broad experience and established capabilities in cybersecurity operations and network infrastructure added to Sevatec's corporate experience gained as the incumbent and increased the agency's confidence in Sevatec's ability to successfully perform the requirements. Id. at 11. Based on our review of the record, we find no evidence of disparate treatment.

Selection Decision

Finally, the protester argues that the best-value tradeoff analysis was unreasonable because the underlying evaluation was flawed, and Sevatec has been prejudiced by these errors. Protest at 21-23. Sevatec further argues that the record fails to demonstrate that there was any meaningful analysis that justifies paying a 20 percent price premium for the Leidos proposal. Id. at 19-21; Comments & Supp. Protest at 16-17.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost and technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. Booz Allen Hamilton Inc., B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 13-14. Where, as here, a solicitation provides for a tradeoff between the price and non-price factors, the agency retains discretion to make award to a firm with a higher technical rating, despite the higher price, so long as the tradeoff decision is properly justified and otherwise consistent with the stated evaluation and source selection scheme. See, e.g., TtEC-Tesoro, JV, B-405313, B-405313.3, Oct. 7, 2011, 2012 CPD ¶ 2 at 10. In reviewing protests of an agency's source selection decision, even in a task order competition as here, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. See MILVETS Sys. Tech., Inc., B-409051.7, B-409051.9, Jan. 29, 2016, 2016 CPD ¶ 53 at 5.

As discussed above, we find no merit to Sevatec's objections to the agency's evaluation of the offerors' proposal. Thus, there is no basis to question the selection official's reliance upon those evaluation judgments in making the source selection, and the protester's disagreement does not establish that the agency acted unreasonably or provide a basis to sustain its protest. See STG, Inc., supra.

Further, the record shows that the selection official recognized that the price premium for the Leidos proposal was associated with what he considered to be significant benefits to the government. The selection official found that Leidos proposed more personnel than did Sevatec to staff the task order, and this added significant value to its technical capability to respond to potential cyber-attacks and perform additional analysis of events without impacting ongoing work. AR, Tab 21, Selection Decision, at 4.

The selection official also identified as a significant benefit Leidos' management approach for proposing to partner with companies and local universities, noting that "[r]ecruiting and retaining qualified staff in Fairmont has been a difficulty." Id. The selection official also found that Leidos' past performance was more advantageous, and that although both offerors were rated outstanding under the small business participation plan factor, Leidos proposed a higher minimum percentage of work to be set aside for small business. Id. at 4-5. For all these reasons, the selection official concluded that the Leidos proposal was worth the price premium the government would pay over Sevatec's proposal. Id. Accordingly, we find that the record demonstrates that there was meaningful analysis in the selection of Leidos' proposal for award and the associated price premium.

The protest is denied.

Thomas H. Armstrong
General Counsel