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Decision

Matter of: Asset Protection & Security Services, LP

File: B-417024.6; B-417024.7

Date: April 6, 2020

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C. Peter Dungan, Esq., Alfred M. Wurglitz, Esq., Christopher S. Denny, Esq., and Annie M. McGuire, Esq., Miles & Stockbridge P.C., for Akima Global Services, LLC, the intervenor.

Javier A. Farfan, Esq., Department of Homeland Security, for the agency.

Young H. Cho, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency's selection of a higher-rated, higher-priced proposal for award is unobjectionable where the agency's best-value tradeoff decision was reasonable and consistent with the terms of the solicitation.

DECISION

Asset Protection & Security Services, LP, of Corpus Christi, Texas, protests the award of a contract to Akima Global Services, LLC, of Herndon, Virginia, under request for proposals (RFP) No. HSCEDM-16-R-00001, issued by the Department of Homeland Security, Immigration and Customs Enforcement (ICE), for guard, transportation, and food services. Asset alleges that the agency's best-value tradeoff analysis was unreasonable.

We deny the protest.

BACKGROUND

The solicitation was issued on August 22, 2016, pursuant to Federal Acquisition Regulation (FAR) part 15, for detention, transportation and food services for the Florence Detention Center, in Florence, Arizona. Agency Report (AR), Tab 3, Original

RFP, at 1-2; AR, Tab 14, RFP, at 2, 127.¹ The solicitation contemplated the award of a fixed-price and labor-hour indefinite-delivery, indefinite-quantity contract with one 60-day transition period, one 10-month base period, and seven 1-year option periods. Contracting Officer's Statement (COS) at 1; RFP, at 89. The solicitation also included FAR clause 52.217-8, Option to Extend Services, which provided the agency with the option to extend services for six months. Id.

Award was to be made on a best-value tradeoff basis considering the following factors in descending order of importance: demonstrated technical/management capability (technical/management), past performance, administration, and price. Id. at 139. The technical/management factor included the following four subfactors: performance work statement (PWS), quality control plan, transition plan, and staffing plan. Id. at 140-143. The total price for all of the contract line item numbers (CLINs) would be used for the evaluation of price proposals using one or more of the price analysis techniques specified in FAR § 15.404-1(b). Id. at 145. The RFP stated that all non-price factors, when combined, were significantly more important than price. Id. at 139.

The agency received six proposals by the initial RFP closing date of January 4, 2017, including those from Asset and Akima. COS at 10. The agency evaluated the proposals and awarded the contract to Akima on September 26, 2018. Id. at 11. Asset and another disappointed offeror filed protests with our Office, challenging the agency's award to Akima; these protests were docketed as B-417024, B-417024.2, and B-417024.3. We dismissed these protests as academic based on the agency's notice of its intent to take corrective action by reviewing and revising the solicitation as necessary, accepting revised proposals, conducting a new evaluation, and making a new source selection decision. Asset Protection & Sec. Servs., LP, B-417024.2, Nov. 9, 2018 (unpublished decision).

As part of the reevaluation process, the agency established a competitive range, conducted discussions with offerors, and requested final proposal revisions (FPR). The agency received revised proposals from four offerors, including Asset and Akima. The agency evaluated the FPRs, and again selected Akima for award on August 15, 2019. COS at 14. Asset and another disappointed offeror filed protests with our Office challenging the agency's award to Akima; these protests were docketed as B-417024.4 and B-417024.5. We dismissed these protests as academic when the agency, again, notified our Office of its intent to take corrective action by reevaluating the proposals and making a new source selection decision. Asset Protection & Sec. Servs., LP, B-417024.4, Oct. 1, 2019 (unpublished decision); AKHI, LLC, B-417024.5, Oct. 2, 2019 (unpublished decision).

After our Office dismissed the protests, the agency proceeded to reevaluate proposals, this time from the three offerors that remained interested in competing for award, including Asset and Akima. The results of the agency's evaluation were as follows:

¹ The solicitation was amended 21 times. Unless otherwise specified, all citations to the solicitation are to RFP amendment 17, as provided in Tab 14 of the agency report.

	Asset	Akima
Technical/Management	Outstanding	Outstanding
PWS	Outstanding	Outstanding
Quality Control Plan	Outstanding	Outstanding
Transition Plan	Outstanding	Outstanding
Staffing Plan	Outstanding	Outstanding
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Administration	Pass	Pass
Price	\$273,697,209	\$276,950,519

AR, Tab 34, Source Selection Award Decision Memorandum (SSDM), at 13.²

In making his award decision, the contracting officer, who served as the source selection authority (SSA), reviewed the following: the technical evaluation team's (TET) consensus evaluation under the technical/management factor; the past performance evaluation; and the price analysis. COS at 17. Upon review of Asset's price proposal, the contracting officer concluded that Asset's proposal included contingency pricing that was prohibited by the solicitation and was ineligible for award. Id.; AR, Tab 34, SSDM, at 14.

Despite finding that Asset's proposal was ineligible for award, the SSA, nonetheless, included Asset's proposal in his best-value tradeoff decision. COS at 17; AR, Tab 34, SSDM, at 14. In his tradeoff analysis between Asset and Akima, the SSA identified discriminators in each offeror's proposal for each factor and subfactor, performed a detailed comparative assessment between the identified discriminators, and determined which offeror's proposal was more advantageous based on that assessment. AR, Tab 34, SSDM, at 15-26, 38, 39, 45. As a result, the SSA found that Akima's proposal was superior to Asset's proposal under the PWS, quality control plan, and staffing plan subfactors of the demonstrated technical/management capability factor, and found the benefits provided by Akima's proposal to be worth the approximately 1 percent (or \$3 million) price premium over Asset's proposal. Id. at 45.

Asset was notified of Akima's selection on December 20, 2019. After receiving a debriefing, Asset filed this protest.

² The available adjectival ratings for the non-price factors were as follows: outstanding, good, acceptable, marginal, and unsatisfactory for the technical/management factor; substantial, satisfactory, limited, no, and unknown confidence levels for the past performance factor; and pass, fail, and not applicable for the administration factor. RFP at 146-148.

DISCUSSION

Asset challenges various aspects of the SSA's best-value tradeoff decision under every evaluation factor, including most of the technical subfactors. In filing and pursuing this protest, Asset has made arguments that are in addition to, or variations of, those discussed below. While we do not address every issue raised, we have fully considered all of the protester's arguments and conclude that none furnishes a basis on which to sustain the protest. We address Asset's primary arguments below.

Evaluation of Asset's Price Proposal

Asset contends that the agency erred in concluding that Asset's proposal was ineligible for award because the firm proposed "contingency pricing." Protest at 24-35; Protester's Comments and Supp. Protest at 2-8. The agency states that the solicitation expressly prohibited contingency pricing of any form. Further, the agency contends that it reasonably found Asset's proposal ineligible for award because Asset's price proposal included language that rendered its pricing contingent on an assumption that was no longer valid. Moreover, ICE asserts that Asset was not competitively prejudiced by any potential error related to the pricing issue because the SSA, nonetheless performed a best-value tradeoff analysis between Asset and Akima. Memorandum of Law (MOL) at 6-12; Supp. MOL at 4-5.

In support of its conclusion that Asset's proposal contained contingent pricing, the agency explains that Asset's failure to remove language in its price proposal--that ICE informed offerors in two solicitation amendments was incorrect--rendered its price proposal contingent. COS at 17. Specifically, prior to the initial solicitation closing date, the agency originally advised offerors that the agency would issue a state sales tax exemption certificate to the successful offeror. AR, Tab 5, Solicitation Questions and Answers, at 89 (No. 246).³ During the course of the reevaluation performed in response to the earlier protests, ICE conducted discussions with offerors and requested the submission of FPRs by May 30, 2019. Subsequent to the receipt of FPRs, the agency informed offerors, through the issuance of solicitation amendments 19 and 20, that ICE would not, in fact, issue the tax exemption certificate. AR, Tab 18, Solicitation Amendment 19, at 2; AR, Tab 20, Solicitation Amendment 20, at 2. Both amendments 19 and 20 permitted offerors to provide revisions to their price proposal submission based on the changes to the solicitation. Id.

The FPR, submitted on May 30, 2019 by Asset, explained that its fixed rates for each CLIN included other direct costs (ODC). AR, Tab 15, Asset's Final Proposal, at 422. Asset's FPR also stated that it did not apply sales taxes to the ODCs because it relied on "the government's expressed intent to provide Team Asset with a tax-exempt certificate, where applicable." Id. In response to amendment 19 and 20, Asset stated

³ The agency's responses to solicitation questions were provided with solicitation amendment 5 on December 5, 2016. COS at 10; see also AR, Tab 4, Solicitation amends. 1-15, at 40, 48.

that its proposal did not require further revision. AR, Tab 19, Asset's Response to amend. 19, at 1; AR, Tab 21, Asset's Response to amend. 20, at 1.

With regards to contingency pricing, the RFP, as amended, simply stated: "All proposed pricing must be in accordance with [FAR] 52.222-43. Any form of contingency pricing is unacceptable and your proposal will be removed from the competition as unresponsive." RFP at 137. Relevant here, the SSA concluded that Asset's proposal was ineligible for award because the firm had failed to revise the statement in its FPR regarding the inclusion of state sales tax in its ODCs. COS at 17. The SSA found that the statement in Asset's price proposal was in violation of the solicitation's express prohibition about including of any form of contingency pricing. Id.

In this regard, the agency maintains that Asset's failure to remove a pricing assumption in its proposal--an assumption that was no longer valid as a result of amendments to the solicitation--created a pricing contingency in Asset's proposal. MOL at 7. In support of this argument, the agency relies on our decision in Solers, Inc., B-404032.3, B-404302.4, Apr. 6, 2011, 2011 CPD ¶ 83, where our Office found that the awardee made multiple statements in its proposal which amounted to the awardee conditioning its offered price on a greater use of government facilities than contemplated or authorized by the solicitation, such that the offered price was conditional, not firm. Id. at 6-7. According to the agency, Asset's proposal took exception to the solicitation's requirement to propose a fixed price because the solicitation, as amended, required offerors to include state taxes. By not including state taxes, the agency argues that Asset's price proposal took exception to the requirement to propose a fixed price because Asset conditioned its price on future negotiations. MOL at 7-8.

Generally, the requirement to propose fixed prices is a material term or condition of a solicitation requiring such pricing. Marine Pollution Control Corp., B-270172, Feb. 13, 1996, 96-1 CPD ¶ 73 at 2-3. Where a solicitation requests proposals on a fixed-price basis, a price offer that is conditional and not firm cannot be considered for award. Id.; SunEdison, LLC, B-298583, B-298583.2, Oct. 30, 2006, 2006 CPD ¶ 168 at 5.

On this record, we do not find reasonable the agency's conclusion that the above-quoted statement in Asset's price proposal created a contingency, or took exception to the solicitation's requirements to propose a fixed price. While we agree that Asset's price proposal may have relied on an incorrect pricing assumption, on this record, we do not find that Asset's price proposal conditioned its fixed price on future negotiations. Further, to the extent that the solicitation expressly required the inclusion of state sales taxes, Asset's proposal might reasonably be viewed as incomplete, however, nothing in the proposal supports the agency's conclusion that Asset's pricing was contingent on future negotiations.

Nonetheless, we conclude that the protester was not prejudiced by the agency's error. Competitive prejudice is an essential element of any viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably were improper. Protection Strategies, Inc., B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.3; Interfor US, Inc., B-410622,

Dec. 30, 2014, 2015 CPD ¶ 19 at 7. Here, despite the agency's determination that Asset was ineligible for award, the SSA, nevertheless, included Asset's proposal in his detailed tradeoff analysis--an analysis we find to be reasonable, as discussed below. Consequently, Asset suffered no competitive prejudice as a result of any agency error regarding the alleged contingency pricing.⁴ As such, this allegation is denied.

Technical/Management Factor

Asset also challenges the SSA's conclusions under the PWS, transition plan, and staffing plan subfactors of the technical/management factor. Asset first contends that the SSA unreasonably found Akima's proposal to be superior to Asset's under the PWS subfactor because the SSA failed to consider the qualitative merits of the proposals. Asset next argues that the SSA unreasonably found the two proposals to be equal under the transition plan subfactor because, as the incumbent contractor, Asset asserts that it has already accomplished many of the transition tasks. Finally, Asset alleges that the SSA should have found its proposal to be superior under the staffing plan factor because its proposal significantly exceeded the requirements.

PWS Subfactor

The protester first argues that the agency failed to assess a weakness to Akima's proposal for failing to specifically address a PWS requirement (maintenance of personnel files) which should have resulted in the agency assessing Akima a rating lower than "outstanding."⁵ Protester's Comments and Supp. Protest at 48-50. Asset next challenges four discriminators identified by the SSA in his tradeoff analysis and contends that the SSA unreasonably found Akima's proposal to be superior to Asset's under the PWS subfactor because the SSA failed to consider the qualitative merits of the proposals. Protester's Comments and Supp. Protest at 29-38; Protester's Supp. Comments at 4-10.

⁴ The protester also argues that the agency's price evaluation departed from the stated evaluation scheme, which provided that the agency's evaluation would be based on the total of all the CLINs and sub-CLINs. The record here indicates that the agency also calculated unit pricing rates for two of the sub-CLINs and compared these rates in the agency's price analysis and tradeoff determination. Protest at 36-44; Protester's Comments and Supp. Protest at 8-13. As with the agency's contingency pricing conclusion, we find that even if the agency's price evaluation should not have considered any unit pricing, Asset was not competitively prejudiced because the SSA's detailed tradeoff decision was based on the price premium associated with the offerors' total evaluated prices. AR, Tab 34, SSDM, at 45.

⁵ The solicitation provided the following definition for a rating of outstanding: "Proposal exceed requirements in a manner beneficial to the Government and demonstrates an exceptional understanding of the goals and objectives of the acquisition. One or more strengths exist and there are no weaknesses present. Risk of unsuccessful performance is very low." RFP at 146.

The agency asserts that Akima's revised proposal did, in fact, address the PWS requirement, and, therefore, did not warrant being assessed a weakness. 2nd Supp. MOL at 2. The agency also explains that the SSA considered the qualitative differences between the offers and did not just mechanically tally the number of advantages to conclude that Akima's proposal was technically superior under this subfactor. Supp. MOL at 11; 2nd Supp. MOL at 3. Finally, the agency contends that Asset's challenges to four of the eight identified discriminators merely reflects a disagreement with the SSA's judgment about what he found beneficial to the agency. Supp. MOL at 10-11; 2nd Supp. MOL at 3.

In reviewing protests against allegedly improper evaluations, our Office will examine the record to determine whether the agency's determination was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. Automation Precision Tech., LLC, B-416078, June 5, 2018, 2018 CPD ¶ 203 at 4; Engineered Elec. Co. d/b/a DRS Fermont, B-295126.5, B-295126.6, Dec. 7, 2007, 2008 CPD ¶ 4 at 3-4. Ratings, whether numerical, color, or adjectival, are merely guides to assist agencies in evaluating proposals; information regarding strengths and weaknesses of proposals is the type of information that source selection officials should consider, in addition to ratings, to enable them to determine whether, and to what extent, meaningful differences exist between proposals. Pemco Aeroplex, Inc., B-310372, Dec. 27, 2007, 2008 CPD ¶ 2 at 6; ACCESS Sys., Inc., B-400623.3, Mar. 4, 2009, 2009 CPD ¶ 56 at 7. Proposals with the same adjectival ratings are not necessarily of equal quality, and an agency may properly consider specific advantages that make one proposal of higher quality than another. Pemco Aeroplex, Inc., *supra*, at 6-7.

Under the PWS subfactor, the agency evaluated proposals on how well offerors would be able to successfully meet all the requirements and objectives included in the solicitation. RFP at 141. The solicitation stated that adjectival ratings for this factor would "be based on a judgment of the degree to which the [o]fferor demonstrates the ability to perform the [PWS] tasks." *Id.*

Based on the record before us, we find no merit to Asset's argument that the agency should have assessed a weakness to Akima's proposal for failing to address a PWS section. The PWS task at issue required the contractor to maintain a system of personnel files and to make those files available to government contracting personnel upon request. RFP at 49. Akima's proposal explained that all personnel files would be maintained by the business/human resources manager and provided to the contracting officer's representative upon request. AR, Tab 16, Akima's Final Proposal, at 100. The proposal also explained that some files were maintained electronically and would be available to the contracting officer and contracting officer's representative to review at any time through Akima's web portal. *Id.* We find nothing objectionable about the agency's conclusion that Akima's proposal satisfied the solicitation's requirements. While Asset may disagree, a protester's disagreement with the agency's evaluation judgments, without more, is insufficient to establish that an evaluation was improper or

lacked a reasonable basis. Lanmark Tech., Inc., B-408892, Dec. 19, 2013, 2013 CPD ¶ 295 at 5. As a result, Asset's argument here does not provide a basis for our Office to disturb the agency's assignment of a rating of "outstanding" under this subfactor.

Additionally, Asset's challenges to the four identified discriminators provide no basis to sustain the protest. For example, Asset argues that the SSA should not have found the variety (as opposed to the quantity) in the type of vehicles proposed by Akima to be a discriminator, because in Asset's opinion, having extra vehicles is more beneficial to the government in the event a vehicle breaks down or needs services. Protester's Comments and Supp. Protest at 31-32; AR, Tab 34, SSDM, at 18. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, without more, does not establish that the source selection decision was unreasonable. Pacific-Gulf Marine, Inc., B-415375, B-415375.2, Jan. 2, 2018, 2018 CPD ¶ 124 at 7. Here, we find no basis to question the SSA's finding that Akima's proposal had a technical advantage because it offered more variety in vehicle types to address fluctuations in detainee population and the need for transportation services. Supp. MOL at 11; see also AR, Tab 16, Akima's Final Proposal, at 82 (providing its rationale for the different types of vehicles provided).

As another example, Asset argues that it was unreasonable for the SSA to find a technical advantage in Akima's online scheduling tool within its web portal. In the agency's view, this tool would provide the government the ability to quickly research post assignments and coverages when needed. AR, Tab 34, SSDM, at 19. Asset objects to the SSA's findings because, according to Asset, both offerors proposed to provide ICE with shift rosters in accordance with the solicitation, and the fact that Akima proposed to provide them electronically through its web portal should not have been a discriminator. Protester's Comments and Supp. Protest at 37. Again we find nothing objectionable with the SSA's conclusions that Akima's online scheduling tool provided a beneficial capability to quickly research post assignments and coverages. AR, Tab 34, SSDM, at 19; Supp. MOL at 11. Here, the record shows that the SSA did not unreasonably credit Akima for offering to provide this feature in its proposal.⁶ Compare RFP at 24 with AR, Tab 15, Asset's Final Proposal, at 277 with AR, Tab 16, Akima's Final Proposal, at 47, 250.

We also find no merit to Asset's various challenges to the SSA's tradeoff analysis in regards to this subfactor. Here, the record reveals that, in making his award decision, the SSA reviewed the TET's consensus evaluation reports, considered the relative

⁶ We similarly find unavailing the protester's two remaining challenges to discriminators identified by the SSA ([DELETED] and [DELETED]). Protester's Comments and Supp. Protest at 32-33. The agency asserts, and we agree, that even if the SSA should have found that Asset's proposal offered similar features, the presence of the other remaining technical advantages identified with Akima's proposal would still support the SSA's conclusions and tradeoff analysis with regard to this subfactor. Supp. MOL at 10-11.

merits and benefits of the various strengths that were assessed to both proposals,⁷ identified discriminators in each proposal, and conducted a detailed comparative assessment of the discriminators. COS at 17; AR, Tab 34, SSDM, at 15-19. As part of his comparative assessment, the SSA identified aspects of each offeror's proposal that provided a technical advantage over the other offeror.⁸ For the PWS subfactor, the SSA recognized that both proposals exceeded the agency's requirements in a manner beneficial to the government, and both demonstrated an exceptional understanding of the goals and objectives of the procurement. AR, Tab 34, SSDM, at 19. The SSA, however, determined that Akima's proposal was superior to Asset's based on the totality of the technical advantages the SSA identified in his comparative assessment. Id.; see 2nd Supp. MOL at 3.

When, as here, the RFP provides for a best-value tradeoff, the source selection official retains discretion to select a higher-priced, but technically higher-rated submission, if doing so is in the government's best interest and is consistent with the solicitation's stated evaluation and source selection scheme. All Point Logistics, Inc., B-407273.53, June 10, 2014, 2014 CPD ¶ 174 at 13-14. The source selection official has broad discretion in determining the manner and extent to which he or she will make use of technical, past performance, and cost/price evaluation results, and this judgment is governed only by the tests of rationality and consistency with the stated evaluation criteria. Id. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, does not establish that the source selection decision was unreasonable. General Dynamics-Ordnance & Tactical Sys., B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8.

On this record, we find no merit to Asset's assertions that the SSA did not consider the qualitative merits of the proposals and only relied on a mechanical tally of the identified technical advantages. According to Asset, "[c]orrecting the errors" (i.e., finding that the SSA's identification of four discriminators in favor of Akima were unreasonable) would result in Asset having five identified areas of superior technical advantage compared to four areas for Akima, with three areas where there is no discriminators between the two offerors. Protester's Comments and Supp. Protest at 30. Despite arguing that the SSA failed to consider the qualitative merits of the proposals and improperly based his

⁷ The TET assessed 16 strengths to Akima's proposal and 11 strengths to Asset's proposal. AR, Tab 26, Asset's Technical Evaluation, at 2-4; AR, Tab 27, Akima's Technical Evaluation, at 2-6.

⁸ Specifically, the SSA found the following features of Akima's proposal to be advantageous: a centralized web portal with a real-time facility dashboard; [DELETED]; an online scheduling portal that allows the government to check staffing in real-time; a larger selection of vehicles to account for detainee fluctuation; [DELETED]; [DELETED]; and [DELETED]. AR, Tab 34, SSDM, at 18-19. By contrast, the SSA found that Asset's proposal provided technical advantages over Akima's in four aspects: [DELETED]; [DELETED]; [DELETED]; and [DELETED]. Id.

conclusion on a mechanical tally of technical advantages, Asset now urges our Office to do the same--i.e., to reach a conclusion that the SSA's findings were unreasonable based on Asset's own mechanical tally of technical advantages. Id. We decline.

Transition Plan Subfactor

Asset next argues that the SSA unreasonably found the two proposals to be equal under the transition plan subfactor because, as the incumbent contractor, Asset contends that it has already completed many of the transition tasks, while Akima's proposal merely presented plans that are yet to be executed. Protester's Comments and Supp. Protest at 18-22; Protester's Supp. Comments at 18-19. The agency responds that Asset's arguments amount to nothing more than disagreement with the SSA's judgment. In this regard, the agency states that the SSA specifically considered the benefit of Asset's incumbency (i.e., a seamless transition), but ultimately, did not conclude that this aspect of Asset's proposal rendered it superior to Akima's proposal. Supp. MOL at 9.

A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, without more, does not establish that the source selection decision was unreasonable. Pacific-Gulf Marine, Inc., supra.

Here, the record shows that, similar to the PWS subfactor, the SSA performed a comparative assessment of the proposals' strengths under the transition plan subfactor, identifying areas where an offeror had an advantage or where both offerors were considered to be equal. AR, Tab 34, SSDM, at 21-23. The SSA ultimately found that both offerors' transition plans demonstrated a "sound, complete, efficient, and effective approach/rationale for the continuation of operations during the contract transition" and that both proposals also addressed "issues typically encountered during the transition-in and transition-out at the conclusion of the contract." Id. at 23. As a result, the SSA concluded that both offerors provided similar benefits under this subfactor. Id. In reaching this conclusion, the SSA acknowledged that Asset offered the unique benefit of being the incumbent, but that benefit did not otherwise diminish the strengths identified in Akima's transition plan, such as Akima's offer of "a substantial amount of insurance coverage and real-time report of transition statuses through" its web-based transition portal.⁹ Id.

⁹ Asset also contends that because it has completed many of the transition tasks, there would be little need for Asset to provide this type of reporting. Protester's Comments and Supp. Protest at 21-22. However, Asset's own proposal shows that not every activity will have been completed, and Asset proposed to conduct weekly progress meetings with the contracting officer's representative to provide updates on those activities still outstanding. Compare AR, Tab 15, Asset's Final Proposal, at 246-249 with id. at 259. While Asset may disagree with the SSA's judgment, the record shows the SSA found both offerors proposed very detailed communications matrices, however,

The record shows that the SSA fully considered the benefits offered by each proposal, but, as a whole, the SSA found no discriminators between the two proposals under this subfactor. We see no basis to substitute our judgment for the SSA's in this area. To the extent the protester argues that it should have received even more credit due to its incumbency, this argument amounts to disagreement with the agency's evaluation of proposals, which does not make the evaluation unreasonable. CACI-WGI, Inc., B-408520.2, Dec. 16, 2013, 2013 CPD ¶ 293 at 12. As we have consistently stated, there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating to the incumbent offeror. Integral Consulting Servs., Inc., B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7-8. Accordingly, this protest ground is denied.

Staffing Plan Subfactor

Next, Asset argues that the SSA unreasonably found Akima's proposal to be superior to Asset's proposal under the staffing plan subfactor because the agency ignored many strengths and discriminators in its proposal that significantly exceeded the solicitation's requirements. Protest at 57-62; Protester's Comments and Supp. Protest at 23-37; Protester's Supp. Comments at 19-20. The agency explains that the SSA's tradeoff analysis identified those strengths under the staffing plan subfactor that he considered to be discriminators, or that exceeded the solicitation's requirements. The SSA compared the strengths of each staffing plan and found that, while both offerors' proposals were assigned ratings of "outstanding," Akima's proposal offered a superior technical advantage because it proposed a more detailed staffing plan and more thoroughly explained its plans for cross-utilization. MOL at 25 (citing AR, Tab 34, SSDM, at 25).

Source selection officials have broad discretion to determine the manner and extent to which they will make use of evaluation results, and must use their own judgment to determine what the underlying differences between proposals might mean to successful performance of the contract. Applied Physical Scis. Corp., B-406167, Feb. 23, 2012, 2012 CPD ¶ 102 at 6; Information Network Sys., Inc., B-284854, B-284854.2, June 12, 2000, 2000 CPD ¶ 104 at 12. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, without more, does not establish that the source selection decision was unreasonable. Pacific-Gulf Marine, Inc., supra.

Here again, the record shows that the SSA acknowledged that, under this subfactor, both proposals were assigned ratings of "outstanding" because the proposals exceeded the agency's requirements "in a manner beneficial to the [g]overnment and demonstrated an exceptional understanding of the goal and objectives of the

only Akima proposed real-time reports of its transition status through its web-based transition portal, which the agency viewed as beneficial. AR, Tab 34, SSDM, at 23.

acquisition.” AR, Tab 34, SSDM, at 25. Nonetheless, the SSA found Akima’s plan of greater benefit because it provided more detail and more thoroughly explained its strategy for cross-utilization of staff to accommodate for variations in the detainee population and post demands. Id.; compare AR, Tab 16, Akima’s Final Proposal, at 242-243 (explaining when and where cross-utilization occurs and the benefit of cross-utilization) with AR, Tab 15, Asset’s Final Proposal, at 34 (“Our team is fully trained and cross-trained to ensure that we provide coverage for each position and task”), 126 (explaining administrative staff would be cross trained), 277. An agency, in making a tradeoff analysis, may ultimately focus on a particular discriminator between proposals where it has a reasonable basis to do so. General Dynamics Land Sys., B-412525, B-412525.2, Mar. 15, 2016, 2016 CPD ¶ 89 at 11; TriWest Healthcare Alliance Corp., B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 37. While Asset may disagree with the SSA’s conclusions, we find no basis to object to the SSA’s determination.

Similarly, we find no merit to Asset’s arguments that it was entitled to additional strengths. An agency’s judgment of whether to assess unique strengths is a matter within the agency’s discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. See Lukos, LLC, B-416343.2, Aug. 13, 2018, 2018 CPD ¶ 282 at 7 (an agency is not required to assign additional strengths where its evaluation was reasonable). Further, an agency is not required to document every single aspect of its evaluation or explain why a proposal did not receive a strength for a particular feature. See 22nd Century Techs., Inc., B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 5; InnovaSystems Int’l, LLC, B-417215 et al., Apr. 3, 2019, 2019 CPD ¶ 159 at 10.

The agency also argues that Asset’s contention that it should be assessed additional strengths for exceeding the solicitation’s requirements is based on a fundamental misunderstanding of the staffing plan model provided in the solicitation. 2nd Supp. MOL at 4-5. Specifically, the agency explains that the solicitation provided a sample staffing plan table, which included position descriptions, post types, number of full-time equivalents (FTEs), and position types, for informational purposes only. Id.; see also RFP at 20-23. In this regard, the solicitation clearly instructed offerors to provide a staffing plan that demonstrated conformance with all PWS requirements and applicable standards. RFP at 20-23. The solicitation also specifically warned that any offeror proposing considerably more than 310 FTEs was required to provide a “thorough narrative describing why the increase in personnel is required and how the increase in staff is beneficial” to the government. Id. at 142-143.

The agency contends that the benefits claimed by Asset are essentially based on Asset’s plan to distribute staff in a different manner than the solicitation’s informational plan. 2nd Supp. MOL at 4-5, 6. The evaluators, however, did not credit offerors for proposing to distribute staff differently from the solicitation model; the offerors were also expected to provide an explanation about why additional staff was necessary and benefitted the agency. Id. at 6. It is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance

with the solicitation and allows a meaningful review by the procuring agency. ARBEIT, LLC, B-411049, Apr. 27, 2015, 2015 CPD ¶ 146 at 4; Orion Tech., Inc., B-405077, Aug. 12, 2011, 2011 CPD ¶ 159 at 5. The record reflects that Asset's proposal did not provide, in sufficient detail, how its staffing plan benefitted the agency. AR, Tab 15, Asset's Final Proposal, at 268-280. Therefore, we find no merit to Asset's arguments, and this protest ground is denied.

Past Performance Factor

Finally, the protester argues that the agency's tradeoff analysis failed to consider what Asset characterizes as substantive discriminators between the two offerors' past performance. Instead, Asset argues the SSA relied solely on the assigned adjectival ratings in performing his tradeoff analysis. Protester's Comments and Supp. Protest at 13-18; Protester's Supp. Comments at 15-18. The agency disputes this allegation and asserts that while the SSA reviewed and adopted the TET's past performance evaluation, he performed an independent comparative assessment in accordance with the stated evaluation factors. Supp. MOL at 6-8.

Our Office will examine an agency's evaluation of past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit or relative relevance of an offeror's past performance is primarily a matter within the agency's discretion. Richen Mgmt., LLC, B-409697, July 11, 2014, 2014 CPD ¶ 211 at 4. A protester's disagreement with the agency's judgment does not establish that an evaluation was improper. AT & T Corp., B-299542.3, B-299542.4, Nov. 16, 2007, 2008 CPD ¶ 65 at 19.

Based on the record before us, we find no basis to object to the SSA's consideration of past performance. The agency's evaluation clearly documented each offeror's relevant past performance by comparing the currency/recency, size/scope, and complexity of their prior performance to the current requirement, and assessing the quality of the performance. AR, Tab 29, Past Performance Evaluation. The SSA's tradeoff analysis summarized the evaluation results, and specifically recognized Asset's past performance of the incumbent contract. AR, Tab 34, SSDM, at 25. The SSA's analysis also considered the quality of each offerors' past performance reference contracts. Id. The SSA observed that neither offeror had any adverse or negative past performance based on the responses to past performance questionnaires and other past performance database reports, and he concluded that the agency had a satisfactory confidence level in both offerors' abilities to successfully perform the solicitation's requirements.¹⁰ Id.

¹⁰ The solicitation provided the following definition for a rating of satisfactory: "Based on the offeror's recent ([no later than three] years) and relevant (similar in magnitude and scope of this effort) Acceptable performance record, the Government has a reasonable expectation that the Offeror will successfully perform." RFP at 147.

Asset's arguments reflect its belief that the SSA was required to conduct a more in-depth analysis of the relevance of the offeror's past performance reference contracts. An agency is not required, however, 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. Dewberry Crawford Grp.; Partner 4 Recovery, B-415940.10 et al., July 2, 2018, 2018 CPD ¶ 297 at 23. Here, the RFP did not contain such a requirement. Rather, the RFP stated that the past performance factor assessed the government's confidence in the offeror's ability to perform the solicitation requirements based on the contractor's performance under previously awarded contracts. RFP at 147. On this record, the protester's arguments provide no basis to sustain the protest.

The protest is denied.

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General Counsel