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Decision

Matter of: Enterprise Services LLC

File: B-415517; B-415517.2

Date: January 18, 2018

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DIGEST

1. Protester is an interested party where, following a name change and corporate spin-off and merger, it stands as the successor in interest to the entity that submitted the proposal; the impact of the corporate transaction on the ability of the protester to perform as proposed is generally not a consideration in our Office's determination of interested party status.
2. Protest challenging multiple aspects of the agency's evaluation under the non-price factors is denied where the evaluation conclusions are reasonable and comprehensively documented, and where the protester's focus on the adjectival rating definitions does not withstand scrutiny.
3. Protest objecting to the agency's best-value tradeoff determination that resulted in an award to a higher-rated, higher-priced offeror is denied where the source selection decision is reasonable, well-documented, and consistent with the terms of the solicitation; the agency was not required to quantify the value of the awardee's technical superiority.

DECISION

Enterprise Services LLC (ES), of Herndon, Virginia, protests the award of a contract to AT&T Corporation, of Columbia, Maryland, pursuant to request for proposals (RFP) No. H98230-15-R-0001, which was issued by the National Security Agency (NSA) for enterprise information technology services. ES challenges numerous aspects of the evaluation of its proposal and the agency's best-value award determination.

We deny the protest.

BACKGROUND

The National Security Agency/Central Security Service's (NSA/CSS) GREENWAY program is an initiative to provide enterprise information technology (IT) services to NSA/CSS and affiliate locations worldwide. Agency Report (AR), Tab 19, RFP amend. 4, attach. J.2, Performance Work Statement (PWS), at 1. The program calls for a collaborative partnership between industry and government service providers to design, build, implement, operate, and maintain services in the manner they deem most efficient and effective. Id. The GREENWAY program is divided into two functional areas of responsibility: Global Enterprise Services (GES), which focuses on services provisioned on a global scale and more virtual in nature; and the Regional Infrastructure Services (RIS) component, which provides services more localized and physical in nature and provisioned at specific zones throughout the world. Id. The RIS component is divided into two geographic zones, referred to as RIS I and RIS II. Id.; Contracting Officer's Statement (COS) at 2.

The solicitation here, issued on January 22, 2016, sought proposals for the RIS I contract, which encompassed NSA/CSS users in the [DELETED] zone and the [DELETED] zone. AR, Tab 11, RFP, at 1; PWS at 2. The RIS I contractor is expected to operate, maintain, and technically evolve the NSA/CSS enterprise IT environment and deliver selected IT services in three service areas: end user; enterprise management; and connectivity. PWS at 1. The RFP contemplated the award of an indefinite-delivery, indefinite-quantity (IDIQ) contract under which the agency could issue task orders on either a fixed-priced (with or without award fee), cost-reimbursable (with or without award or fixed fee), or time-and-materials basis. RFP at 4. The contract has a maximum value of \$3.325 billion and covers a 10-year period of performance, which includes a 5-year base period and two option periods. RFP at 7, 11.

The RFP provided that the contract would be awarded to the firm whose proposal offered the best value to the government, based on an assessment against the following factors: technical, management, transition and future state, past performance, and price. AR, Tab 20, RFP amend. 6, attach. J.20, Proposal Evaluation Criteria (PEC), at 1. The solicitation expressed the relative importance of the factors as follows: the technical factor was equal in importance to the management factor, and both the technical and management factors were more important than the transition and future

state factor, which was more important than the past performance factor. Id. at 4. Further, the combination of the non-price factors was more important than price. Id.; see also RFP at 120 (providing that all evaluation factors other than price, when combined, were “significantly more important” than price). The RFP advised, though, that price was still a substantial factor. PEC at 4. In addition, the RFP provided that while the government may award to other than the lowest-priced offeror, NSA will not make an award at a significantly higher overall price to achieve only slightly superior technical/management performance. Id. at 1.

The technical and management factors were each divided into two subfactors: technical services and enterprise management services, and integration and program management services, respectively. Id. at 4-5. Under the RFP, these subfactors, and the transition and future state factor, were further divided into numerous, distinct evaluation topic areas (ETAs) that correlated to various elements that offerors were to address in proposals.¹ See id. at 9-35. Eight of the ETAs were to be evaluated on an acceptable/unacceptable basis. See id. The 15 other ETAs would be assessed one of five adjectival/risk ratings--outstanding, good, acceptable, marginal, or unacceptable--and the solicitation described the unique criteria for each of the five ratings for each applicable ETA. See id.; see also id. at 2 (defining the adjectival/risk ratings).

Based on the agency’s assessment of how the offeror responded to the ETAs, the agency would assign a combined adjectival/risk rating (for the technical subfactors, management subfactors, and transition and future state factor). Id. at 2. With respect to past performance, the RFP provided that NSA would assess the relevancy and performance of the offeror’s work on past and current contracts, and assign the proposal a performance confidence rating. Id. at 5-6. For price, the solicitation advised that the agency would evaluate proposed prices for reasonableness, realism, and balance, and compute an evaluated price for each offer. Id. at 6-8.

NSA received proposals from ES and AT&T on April 25, 2016. COS at 5. A 25-member source selection evaluation board (SSEB) evaluated the initial proposals, assigning strengths and weaknesses to proposal elements as appropriate. Id. at 12-13. Following the initial evaluation, NSA conducted face-to-face discussions with each offeror in September 2016, and ES and AT&T submitted final proposals in December 2016. Id. at 14-15. The SSEB evaluated the final proposals and memorialized its findings in consolidated evaluation reports. See AR, Tab 6, SSEB Report for ES, at 1-137; Tab 7, SSEB Report for AT&T, at 1-141. The proposals’ adjectival ratings and evaluated prices are summarized as follows:

¹ Specifically, the technical services subfactor encompassed five ETAs and the enterprise management services subfactor included four ETAs. See PEC at 9-20. Under the management factor, the integration subfactor had three ETAs and the program management subfactor covered six ETAs. See id. at 21-28. The transition and future state factor had five ETAs. See id. at 29-35.

	AT&T	ES
Technical	Good	Acceptable ²
Technical Services	Good	Acceptable
Enterprise Management Services	Outstanding	Acceptable
Management	Outstanding	Acceptable
Integration	Outstanding	Acceptable
Program Management	Good	Acceptable
Transition and Future State	Good	Acceptable
Past Performance	Satisfactory	Satisfactory
Evaluated Price	\$2.547 billion	\$1.790 billion

AR, Tab 6, SSEB Report for ES, at 1, 110; Tab 7, SSEB Report for AT&T, at 1, 123. In assigning ES's proposal these ratings, the SSEB identified 19 strengths and 12 minor weaknesses in the proposal, as well as 84 areas where ES simply met the requirements. AR, Tab 6, SSEB Report for ES, at 1. For AT&T, the evaluators identified 11 major strengths, 65 strengths, and a single minor weakness, as well as 48 areas where the proposal met the requirements. AR, Tab 7, SSEB Report for AT&T, at 1.

A seven-member source selection advisory council (SSAC) reviewed the SSEB's consolidated evaluation reports and developed a comparative analysis report (CAR). COS at 12, 16. In the CAR, the SSAC outlined the evaluators' findings across all of the factors. AR, Tab 8, CAR, at 4-30. Then, the SSAC documented various side-by-side comparisons and tradeoff analyses examining the proposals' features and prices at different baselines. Id. at 30-40. The central question the SSAC weighed was "whether it would be worth the additional \$757.2M over ten years for the services provided by AT&T's significantly better proposal." Id. at 32. The SSAC ultimately concluded that the benefits the agency would receive from AT&T's higher-rated proposal "far exceed[ed] any possible cost savings" that ES's acceptable proposal provided. Id. at 40. Thus, the

² Of relevance below, the RFP defined an acceptable rating as follows: "Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate." PEC at 2.

SSAC advised that AT&T's proposal represented the best value to the government, and recommended award to AT&T. Id.

The source selection authority (SSA) concurred with the SSAC. In reaching her conclusion, as documented in a source selection decision memorandum (SSDM), the SSA considered the merits of each of the offeror's proposals. See AR, Tab 9, SSDM, at 1-13. She compared and contrasted the "noteworthy and significant differences between the two proposals" across the three most important non-price factors.³ Id. at 4-8. She described "many outstanding aspects" of AT&T's proposal, and "none" for ES. Id. at 4. In this regard, the SSA concluded that there was a "wide gap in expected performance" between the proposals, and she highlighted nine specific advantages where AT&T's proposal was "clearly superior" to ES's. Id. at 10-12. She also discussed risks and weaknesses in ES's proposal that she considered to be important. See id. at 5-10. Overall, the SSA identified that ES's proposal contained several areas of risk and several weaknesses, was consistently assessed as acceptable, and did not provide any significant benefits that outweighed the risks. See id.

In making her best-value determination, the SSA described the "critical importance" of the agency's IT system, and the "vital nature" of enterprise IT to mission success. Id. at 2, 12. She also expressly acknowledged that AT&T's proposal came at a "significant price premium." Id. at 12. Nevertheless, the SSA ultimately concluded that the "significant benefits of AT&T's proposal . . . will provide additional reliability, redundancy, and reduced risk to contract performance [and] merit the higher price of the AT&T proposal." Id. The agency awarded the contract to AT&T on September 27, 2017. Following an in-person debriefing, ES protested to our Office.

DISCUSSION

ES protests the agency's decision to award the RIS I contract to AT&T. The protester objects to numerous aspects of NSA's evaluation of ES's proposal under the non-price factors. ES also asserts that the agency's decision to award the contract to AT&T's higher-rated, higher-priced proposal was unreasonable. We have considered all of the protester's allegations and find that none provides a basis to sustain the protest.⁴ We address the protester's primary arguments below.

³ The SSA concluded that there was "no discernable difference between the offerors" under the past performance factor. AR, Tab 9, SSDM, at 8.

⁴ In its initial protest, ES also argued that the agency improperly considered unstated evaluation criteria, challenged the agency's determination that AT&T's price was reasonable, and asserted that the award determination was inadequately documented. See Protest §§ V.C, V.D, and V.F. In its comments/supplemental protest, ES expressly withdrew these bases of protest. See Comments/Supp. Protest at 1 n.1. As such, this decision does not address these allegations.

Interested Party Status

As an initial matter, we first address the agency's and intervenor's contention that ES lacks status as an interested party to pursue its protest. In this respect, NSA urges our Office to dismiss the protest because, according to NSA, ES is a different entity than the company that submitted the proposal. NSA also contends that ES is not capable of performing in the manner contemplated in the proposal as a result of a corporate transaction that occurred after the submission of final proposals. NSA Req. for Dismissal at 3-9.

The record reflects that Hewlett Packard Enterprise Services, LLC, (HPES) a wholly owned subsidiary of Hewlett Packard Enterprise Company, is the entity that submitted the proposal in response to the RFP. See id., Tab 1, HPES Proposal, vol. I, Executive Summary, at I-1; see also id., Tab 1, HPES Proposal, Cover Letter, at 1 ("HP Enterprise Services, LLC (HPES) is pleased to submit our proposal in response to the GREENWAY [RIS I] effort"). As of January 1, 2017, after the submission of its final proposal and prior to the award of the contract, HPES changed its name to Enterprise Services LLC in anticipation of an imminent corporate transaction. Protester's Response to NSA Req. for Dismissal at 2; id., exh. A, Decl. of DXC Technology Co. Officer ¶ 3; see id., exh. A, attach. B, Documents Certifying Name Change, at 1-5. Thereafter, Hewlett Packard effected a corporate transaction, which was completed on April 1, 2017, where Hewlett Packard spun off its enterprise services business, including the newly named ES (formerly HPES), into an independent, publicly traded company, which merged with Computer Sciences Corporation (CSC) to form a new entity, DXC Technology Company.⁵ Decl. of DXC Technology Co. Officer ¶ 8. ES is now positioned as a subsidiary of DXC. Id.

Under the Competition in Contracting Act of 1984 and our Bid Protest Regulations, our Office only may decide a protest filed by an "interested party," which the statute defines as an "actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract." 31 U.S.C. § 3551(2); see 4 C.F.R. § 21.0(a)(1). Determining whether a party is interested involves the consideration of a variety of factors, including the nature of the issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. Integral Sys., Inc., B-405303, Aug. 16, 2011, 2011 CPD ¶ 161 at 3.

Here, we have no basis to conclude that the protester lacks status as an interested party as a result of the corporate transaction. In this respect, following the name change and subsequent corporate spin-off and merger, ES survives as the complete

⁵ The record shows that in its final proposal, HPES advised the agency of Hewlett Packard's previously announced plans to spin off and merge its enterprise services business with CSC, as well as HPES's imminent name change to ES. Protester's Response to NSA Req. for Dismissal, exh. B, Excerpt of HPES Final Proposal, Dec. 19, 2016, at VI.A2-1.

successor in interest to the entity that submitted the proposal, HPES. The protester represents that ES has the same Commercial and Government Entity (CAGE) Code, System for Award Management (SAM) registration, internal corporate structure, place of business, and employees as HPES had. Decl. of DXC Technology Co. Officer ¶ 7. Moreover, the record does not support the agency's supposition that only some portions of HPES were spun off. See NSA Req. for Dismissal at 3. Under these circumstances, the fact that the actual offeror now operates under a different name and is organized under a different parent company does not strip that entity of its rights to protest this procurement.

Indeed, our Office routinely recognizes complete successors in interest as interested parties to protest. See, e.g., Leidos Innovations Corp., B-414289.2, June 6, 2017, 2017 CPD ¶ 200 at 4 (finding protester to be an interested party to challenge the issuance of a task order where the protester was the successor in interest to the entity awarded the IDIQ contract and a novation agreement had been completed); SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov't, Inc., B-413220.4 et al., May 19, 2017, 2017 CPD ¶ 173 at 2 n.1 (explaining that protester qualified as an interested party to pursue its protest because it was the full successor in interest to the entity that submitted a quotation); Lockheed Martin Aeronautics Co., et al., B-295401 et al., Feb. 24, 2005, 2005 CPD ¶ 41 at 5 n.8 (protester is an interested party to pursue protest where it is the complete successor in interest to the business entity that submitted a proposal under the solicitation at issue); McNeil Techs., Inc., B-254909, Jan. 25, 1994, 94-1 CPD ¶ 40 at 3-5, 8 (finding a successor in interest to be an interested party). Thus, we find that ES, as a successor in interest to HPES, is an interested party to pursue its protest.

Further, we decline to entertain the agency's assertion that the protest should be dismissed because, in NSA's view, ES cannot perform the contract as proposed due to the corporate transaction. See NSA Req. for Dismissal at 4-9. To support its argument, agency counsel points to various parts of the HPES proposal to show that the offeror reflected a commitment of resources, staffing, and the corporate relationships of its parent company, Hewlett Packard. Id. at 7-8. Given the "significant and substantial reliance" on Hewlett Packard's corporate resources, the agency maintains that any standalone successor in interest would be unable to perform the contract in the manner proposed.⁶ Id. at 4-5.

⁶ For its part, the protester maintains that the agency is incorrect. In its final proposal discussing the corporate transaction, ES represented as follows:

This transaction is not expected to adversely impact preexisting, on-going, or future capability of the ES business. Specifically, ES expects there to be no change to the proposed technical approach, key personnel, points of contact, past performance, or other elements of its proposal and ES will continue its public sector business without disruption or change.

Protester's Response to NSA Req. for Dismissal, exh. B, Excerpt of HPES Final Proposal, Dec. 19, 2016, at VI.A2-1. In addition, the protest record includes a letter
(continued...)

In our view, the agency's arguments in this regard reflect a reevaluation of HPES's proposal during the protest proceeding, which is generally not something our Office will consider. In this respect, we give little weight to agency efforts to defend against a protest, including to challenge a protester's interested party status, by performing a post-hoc, hypothetical reevaluation of the proposal. See, e.g., Computer World Servs. Corp., B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 4-5; Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15. Here, the agency's assertions do not reflect the memorialization of contemporaneous arguments; rather, they constitute a redetermination of ES's ability to perform prepared in the heat of protest litigation. Indeed, as discussed above, the contemporaneous record shows that the offeror proposed an acceptable approach to perform the RIS I services. As such, the agency's assertions to the contrary are afforded little weight at this juncture, and do not provide a basis to dismiss the protest. See Systems Made Simple, Inc., B-412948.2, July 20, 2016, 2016 CPD ¶ 207 at 4 (declining to dismiss protest where agency's argument that protester lacked interested party status was based on the agency's post-hoc price/technical tradeoff).

Moreover, to support its argument, the agency relies on GAO decisions in which we have sustained protests on the basis that an agency failed to assess whether an awardee could perform as proposed following a corporate restructuring. See NSA Req. for Dismissal at 5-6, citing FCi Fed., Inc., B-408558.7, B-408558.8, Aug. 5, 2015, 2015 CPD ¶ 245 and Wyle Labs., Inc., B-408112.2, Dec. 27, 2013, 2013 CPD ¶ 16.⁷ NSA's reliance on this line of decisions is misplaced. These cases--where we explore whether an awardee can perform as contemplated in its proposal--are inapposite to the issue here, which is strictly whether a firm qualifies as an interested party to file a

(...continued)

from the chief executive officer of Hewlett Packard confirming that ES would continue to have access to the "full range of products and services" that it had under Hewlett Packard in connection with its RIS I proposal. Id., exh. D, Letter from Meg Whitman to NSA, Oct. 24, 2017, at 1.

⁷ In FCi Federal, our Office sustained a protest where the agency, in undertaking corrective action and after the awardee had been sold to another company, failed to consider that the awardee's proposal no longer reflected the manner in which the contract would be performed and the resources, experience, and past performance to be relied upon in the performance of the contract. FCi Fed., Inc., supra, at 7. In Wyle Laboratories, our Office sustained a protest where an agency failed to consider the impact an impending corporate restructuring had on the awardee's proposal. Wyle Labs., Inc., supra, at 11; cf. Dell Servs. Fed. Gov't, Inc., B-412340 et al., Jan. 20, 2016, 2016 CPD ¶ 43 at 8 (denying protest allegation that awardee Hewlett Packard Enterprise Services would not be able to perform as proposed as a result of its parent company splitting into two companies).

protest.⁸ Indeed, unlike those cases where an agency's pre-award evaluation conclusions (or failure to evaluate) are at issue and under review, here the agency has made no such contemporaneous evaluative determinations questioning ES's ability to perform the RIS I services, despite being advised of the imminent corporate transaction by the offeror in its final proposal.⁹ On this record, we decline to dismiss the protest.

Evaluation Challenges

Next, we turn to the merits of ES's protest allegations. First, ES points to eight ETAs and/or subfactors where it argues the agency misevaluated its proposal.¹⁰ The protester asserts that NSA ignored aspects of its proposed solutions, improperly assigned weaknesses and risks, and/or misapplied the rating scheme outlined in the RFP. See Comments/Supp. Protest at 20-34.

In response, the agency maintains that it fully considered every aspect of the protester's proposal, and that the ratings were properly assigned given the evaluation conclusions. In this regard, the record reflects that the SSEB assessed ES's proposal as acceptable under nearly every evaluation topic area, documenting 84 elements where ES merely

⁸ Equally distinguishable are decisions where a protester is denied interested party status because it is deemed ineligible--as opposed to unable or incapable--to perform the contract. See, e.g., Technical Assocs., Inc., B-406524, June 15, 2012, 2012 CPD ¶ 185 at 2 (dismissing protest where the protester failed to hold a requisite Federal Supply Schedule contract); Florida State College at Jacksonville, B-402656, June 24, 2010, 2010 CPD ¶ 146 at 6 n.5 (same where the protester failed to hold a requisite IDIQ contract). Those decisions stand for the proposition that a protester is not an interested party where it would not be in line for award were its protest to be sustained. See Computer World Servs. Corp., supra, at 3. Such is not the case here.

⁹ To the extent the agency has legitimate concerns with ES's ability to perform as proposed, in light of the corporate restructuring, the agency should have assessed the impact of the transaction prior to award. See Lockheed Martin Integrated Sys., Inc., B-410189.7, Aug. 10, 2017, 2017 CPD ¶ 258 (holding that when an agency becomes aware of an impending corporate transaction prior to award, and such transaction is imminent and essentially certain, an agency should analyze the effect on proposals of the corporate restructuring at issue).

¹⁰ In its initial filing, ES objects to the agency's evaluation under 15 ETAs and/or subfactors. See Protest at 23-39. In its report, the agency substantively refutes all of the protester's allegations. See Memorandum of Law (MOL) at 21-38. Because the protester fails to meaningfully address the agency's response to many of these allegations in its comments/supplemental protest, we consider ES to have abandoned these arguments, and we do not address them further. See Eagle Support Servs. Corp., B-412577.2, B-412577.3, July 19, 2017, 2017 CPD ¶ 227 at 2 n.3.

met the requirements, and identifying 19 strengths and 12 minor weaknesses.¹¹ See AR, Tab 6, SSEB Report for ES, at 4-94. Based on our consideration of the protest arguments, and following our review of the comprehensive record, we agree with NSA that ES's arguments reflect its disagreement with the SSEB's conclusions, and do not demonstrate an unreasonable evaluation. We discuss some illustrative examples below.¹²

An agency's evaluation of technical proposals is primarily the responsibility of the contracting agency, since the agency is responsible for defining its needs and identifying the best method of accommodating them. Wyle Labs., Inc., B-311123, Apr. 29, 2008, 2009 CPD ¶ 96 at 5-6. In reviewing protests of an agency's evaluation, our Office does not reevaluate proposals; rather, we review the record to determine if the evaluation was reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. TransAtlantic Lines, LLC, B-411242, B-411242.2, June 23, 2015, 2015 CPD ¶ 204 at 9. Moreover, there is no legal requirement that an agency must award the highest possible rating, or the maximum point score, under an evaluation factor simply because the proposal contains strengths and/or is not evaluated as having any weaknesses. See Applied Tech. Sys., Inc., B-404267, B-404267.2, Jan. 25, 2011, 2011 CPD ¶ 36 at 9. A protester's disagreement with an agency's judgment in evaluating proposals is insufficient to establish that the agency acted unreasonably. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4.

As a first example, ES contends that the agency miscalculated its proposal under the technical factor's service delivery model ETA.¹³ See Protest at 31; Comments/Supp. Protest at 28. Under this ETA, the agency would assess the degree to which the offeror's proposed service delivery model would be able to deliver the services to meet the requirements of the contract. PEC at 9 (ETA A.1.2). The solicitation identified eight specific criteria that an offeror's model was to address. Id. at 9-10.

The SSEB found that ES responded to all eight criteria for the topic. AR, Tab 6, SSEB Report for ES, at 8. Over several pages, the evaluators documented why ES's service delivery model merely met the standards for seven of the criteria. See id. at 9-12. The evaluators assigned ES's model a single strength under the eighth criteria, which

¹¹ The SSEB did not assign ES's proposal an acceptable rating under two evaluation topic areas. Specifically, the evaluators assigned a good rating to ES's proposal under the management factor's facility management ETA (B.2.5), and a marginal rating under the transition and future state factor's full operating capability management ETA (C.1.3). See AR, Tab 6, SSEB Report for ES, at 67, 80.

¹² The protester does not raise its ETA challenges in any organized or prioritized order. The examples we discuss cover each of the three non-price factors.

¹³ The service delivery model ETA was the second most important evaluation topic area under one of the most important factors. See PEC at 4.

focused on the approach to provide continuous operations for all services. Id. at 12; PEC at 10. Specifically, the SSEB recognized as a strength that ES's approach included the use of [DELETED] services, [DELETED], and an architecture that avoided [DELETED], as well as [DELETED] staffing. AR, Tab 6, SSEB Report for ES, at 12.

The SSEB explained, however, that the strength, coupled with seven criteria where ES merely met the standard, would "likely have little impact on contract performance." Id. at 9. In this regard, the SSEB concluded that ES's proposed service delivery model met the requirements and provided an adequate approach, thus earning an acceptable rating. Id.

We have no basis to question NSA's evaluation under this ETA. Indeed, ES acknowledges that the evaluators considered all portions of its proposal that addressed the topic area, and the protester does not argue that its proposal was evaluated unequally as compared to AT&T's or that the agency relied on unstated evaluation criteria, for example. See Comments/Supp. Protest at 28. That is, ES does not contend that its proposal actually was misevaluated; rather, ES's contention is that its proposal was mis-rated for this ETA. In this respect, ES complains that the acceptable rating was improper because the RFP's adjectival/risk rating definitions provided for an acceptable rating when strengths and weaknesses were offsetting. See PEC at 2; supra n.2 (defining an acceptable rating). According to ES, because its proposal's sole strength under this ETA outweighed the lack of weaknesses, it merited a higher rating.

ES's argument is unpersuasive and misplaced. First, ES plainly ignores the full rating definition, which actually explained that an acceptable rating was appropriate when strengths and weaknesses were offsetting "or will have little or no impact on contract performance." See PEC at 2. As noted above, the SSEB found that ES's approach under the service delivery model topic area would have "little impact on contract performance," thus falling squarely within the definition of an acceptable rating. See AR, Tab 6, SSEB Report for ES, at 9. Also, we agree with the agency that having strengths that numerically outnumber weaknesses did not, by itself, necessitate that the rating be higher than acceptable. See Supp. MOL at 16; Applied Tech. Sys., Inc., supra. Instead, the SSEB assigned ratings based on the "adequacy/thoroughness/exceptionalness of the approach, the benefits derived from various strengths . . . and associated risks." MOL at 31.

ES similarly points out that an acceptable rating was reserved for a "no worse than moderate" risk of unsuccessful performance, see PEC at 2, and argues that the rating was incorrect because the SSEB highlighted aspects of its model that actually reduced risk. See AR, Tab 6, SSEB Report for ES, at 8. Here, we disagree with the protester that this alone reflects any discrepancy or shows that the evaluators' findings were inconsistent with the rating definitions. On the contrary, again we agree with the agency that a no worse than moderate level of risk meant that the risk of an offeror's approach

could be lower than (i.e., be less risky), but not worse than, moderate.¹⁴ See MOL at 11. Because the RFP did not imply that an offeror's approach that was assessed as low risk, or very low risk, was precluded from receiving an acceptable rating, we find the protester's argument in this regard to be unavailing.

Regardless, ES's focus on the adjectival rating itself is misdirected. In this respect, our Office has consistently recognized that ratings, be they numerical, adjectival, or color, are merely guides for intelligent decision-making in the procurement process. E.g., Epsilon Sys. Solutions, Inc., B-409720, B-409720.2, July 21, 2014, 2014 CPD ¶ 230 at 8. Where the evaluation and source selection decision reasonably consider the underlying basis for the ratings, including the advantages and disadvantages associated with the specific content of competing proposals, in a manner that is fair and equitable, and consistent with the terms of the solicitation, the protester's disagreement over the actual numerical, adjectival, or color ratings is essentially inconsequential in that it does not affect the reasonableness of the judgments made in the source selection decision. General Dynamics, Am. Overseas Marine, B-401874.14, B-401874.15, Nov. 1, 2011, 2012 CPD ¶ 85 at 10. Given this, and in light of the well-documented contemporaneous evaluation record and SSDM, ES's objection to the rating assigned to its proposal under the service delivery model ETA provides no basis to sustain the protest.¹⁵

As another example, ES objects to the acceptable rating assigned to its proposal under the technical factor's mission assurance plan evaluation topic area. Protest at 33-37; Comments/Supp. Protest at 29-31. Under this ETA, the agency would assess the degree to which the offeror's proposal identified their plans/processes to ensure that NSA/CSS essential missions and operating capabilities would continue unabated when confronted by natural or man-made emergencies or disasters. PEC at 14 (ETA A.1.4). The RFP identified 13 criteria offerors were to address. Id. The evaluators assigned ES's proposal an acceptable rating after documenting three strengths, two minor weaknesses, and nine areas where ES simply met the requirements. AR, Tab 6, SSEB Report for ES, at 18-26. ES challenges the assignment of one of the weaknesses, and complains that the evaluators failed to award two additional strengths.

The weakness at issue was assigned under the failover and data replication criterion, which focused on an offeror's processes and procedures when a critical infrastructure

¹⁴ A worse than moderate risk, i.e., a high risk of unsuccessful performance, was reserved for a marginal rating. PEC at 2.

¹⁵ ES raises nearly identical concerns with respect to the SSEB's evaluation under various other evaluation technical areas. See Comments/Supp. Protest at 21-22 (challenging acceptable rating under configuration management ETA (B.2.2) based on SSEB's assignment of two strengths and no weaknesses, and no risks) and 31-33 (challenging acceptable rating under capacity management ETA (A.2.4) based on the number of evaluated strengths and lack of identified weaknesses). For the same reasons outlined above, we find no merit to these assertions.

fails. See id. at 18; PEC at 14. In assigning the weakness, the SSEB explained that ES's assumption that the Global Enterprise Services (GES) provider would "use [DELETED], or be able to provide an [DELETED] increased the risk that [ES would] not be able to deliver the failover and data replication strategy proposed." AR, Tab 6, SSEB Report for ES, at 18. More specifically, the evaluators elaborated that because the GES contract did not have a requirement for [DELETED], ES's proposed strategy introduced risk in the event the GES service provider did not provide an [DELETED]. Id. at 23.

ES counters that it never assumed that GES would use [DELETED] or an [DELETED]. Comments/Supp. Protest at 29-30. The relevant excerpt from the protester's proposal stated as follows:

Team HPE plans to use GES to provide the managed hosting service and data replication as noted in the GES PWS. We will implement an [DELETED] of all HPE-provided tool suites. To support this highly available configuration for our management and monitoring tools, Team HPE receives [DELETED]. Team HPE will perform [DELETED] and work with GES to facilitate proper operation and data replication.

NSA Req. for Dismissal, Tab 1, HPES Proposal, vol. II, app. A, Mission Assurance Plan, at II.A-17-II.A-18.¹⁶ In defending the weakness, the agency explains that ES's approach "implicitly assumed that the GES provider would either use [DELETED], or be able to provide an [DELETED]." MOL at 33. In addition, ES was not required to use GES for managed hosting and data replication, but in doing so, the firm presented NSA with "incomplete detail on how those services would be handled if [ES's] critical infrastructure fails."¹⁷ Id. The agency explains further that since the GES contract did not have a requirement to perform in the manner ES implicitly assumed, there was a risk that GES's managed hosting and data replications would differ from ES's proposed approach. Id.

Here, the agency's explanations withstand scrutiny and support the assignment of the weakness. It was clear that ES proposed to implement an [DELETED] and use the [DELETED] services. What was unclear to the agency was how ES would mitigate risk in the event that the GES hosting environment did not provide for an [DELETED] solution. It is an offeror's responsibility to submit an adequately written proposal and it

¹⁶ Since the agency submitted ES's voluminous proposal in support of NSA's dismissal request, it was not reproduced as part of the agency's report.

¹⁷ For the record, the version of ES's final proposal included in the protest record contains track changes that show content that had been removed from earlier iterations. Of relevance here, ES had, in fact, previously explained how it would mitigate risk in the event GES did not provide the [DELETED], but this explanation was deleted in the final version of its proposal. See NSA Req. for Dismissal, Tab 1, HPES Proposal, vol. II, app. A, Mission Assurance Plan, at II.A-17-II.A-18.

risks an adverse evaluation for failing to do so. Tetra Tech Tesoro, Inc., B-403797, Dec. 14, 2010, 2011 CPD ¶ 7 at 5. As the agency explains, the weakness primarily was based on the lack of detail regarding ES's proposed approach. Based on this record, we find reasonable the SSEB's assessment of a weakness under the mission assurance plan ETA. In addition, we find no merit to the protester's argument that it should have received strengths in two other mission assurance areas because the evaluators documented elements that reduced risk. See Comments/Supp. Protest at 30-31. In this respect, ES's arguments reflect the protester's view of the merits of its proposal, but do not demonstrate an improper evaluation.

ES also challenges the agency's evaluation under the management factor's collaboration and conflict resolution evaluation topic area. See Protest at 39; Comments/Supp. Protest at 33-34. Under this ETA, the evaluators would assess the offeror's method to plan, coordinate, and manage/control activities with other GREENWAY contractors and non-GREENWAY service providers to ensure seamless delivery of services. PEC at 21 (ETA B.1.1). The RFP identified four criteria under the ETA. Id. The evaluators identified six elements where ES met the requirements, and identified four strengths and two weaknesses. AR, Tab 6, SSEB Report for ES, at 43-49. ES objects to the assignment of one of the weaknesses on the basis that it is "internally inconsistent" with the identified strengths. Comments/Supp. Protest at 33.

The SSEB assigned the weakness at issue because they found that ES's approach did not include processes for [DELETED]. AR, Tab 6, SSEB Report for ES, at 44. More specifically, while ES provided an approach to [DELETED], it failed to detail an approach to [DELETED]. Id. The strengths, on the other hand, focused on other aspects under ES's approach to collaboration and conflict resolution. For instance, the evaluators praised ES's clear description of the RIS I Knowledge Platform, that ES's interface management section leveraged the GREENWAY [DELETED], that ES identified the use of [DELETED], and ES's process for [DELETED]. Id. at 43-44.

Based on our review of the record, we agree with the agency that there was nothing internally inconsistent with the SSEB's recognition of certain features of ES's proposal, and the evaluators' identification of concerns with other aspects under the same ETA. See Supp. MOL at 18-20. In this respect, none of the strengths related to processes or methods for [DELETED], which was the focus of the weakness. See AR, Tab 6, SSEB Report for ES, at 44. Thus, that the agency found areas to praise under this ETA, and also identified specific flaws with ES's approach, is unobjectionable. See Amyx, Inc., B-410623, B-410623.2, Jan. 16, 2015, 2015 CPD ¶ 45 at 10 (finding reasonable an agency's identification of strengths and weaknesses under similar aspects of an offeror's technical approach); Corps Solutions, LLC, B-409298.2, Aug. 21, 2014, 2014 CPD ¶ 244 at 7 (concluding that strength assigned to offeror for overall merit of proposed approach to exercise methodology was not inconsistent with weaknesses assigned for perceived lack of detail with respect to one type of exercise).

A last example relates to the agency's evaluation under the transition and future state factor's technology refresh evaluation topic area. ES argues that its proposal warranted

an outstanding rating because the firm dedicated 15 pages of its proposal to describing a “highly detailed solution” for the ETA criteria. Comments/Supp. Protest at 26. ES further argues that the evaluation findings were “utterly unsupported.” Id. at 27.

Under this ETA, the agency assessed the degree to which the offeror’s proposal identified plans and processes for handling the replacement of non-compliant equipment, as well as explained how periodic replacement of hardware, software, and firmware would be accomplished. PEC at 30 (ETA C.1.2.). The SSEB identified one strength--ES’s approach to refreshing certain non-compliant assets [DELETED]--and five areas where ES simply met the requirements. AR, Tab 6, SSEB Report for ES, at 77-79.

Based on our review of the record, we see nothing objectionable about the agency’s evaluation under this ETA. For each of the five criteria, the evaluators described and analyzed ES’s approach and documented their judgments about what ES proposed. AR, Tab 6, SSEB Report for ES, at 77-79. While the SSEB did identify a “noteworthy” strength, described above, for nearly every other aspect of the ETA the evaluators concluded that ES merely met what was required, and they clearly articulated why. Id. In our view, the record supports the SSEB’s determination that ES’s overall technology refresh approach was adequate. ES’s complaint reflects its disagreement with the agency’s conclusions but does not demonstrate an unreasonable evaluation. See, e.g., Glenn Def. Marine-Asia PTE, Ltd., B-402687.6, B-402687.7, Oct. 13, 2011, 2012 CPD ¶ 3 at 5.

In sum, we conclude that the agency’s evaluation of ES’s proposal under the technical, management, and transition and future state factors was unobjectionable. The evaluators prepared a comprehensive, consolidated SSEB evaluation report that detailed the evaluators’ conclusions regarding ES’s proposal under dozens of elements across 23 evaluation topic areas. The protester has provided no basis for us to question the evaluators’ judgments that ES proposed an acceptable approach to fulfilling the RIS I requirements.

Source Selection Decision

Finally, ES objects to the agency’s cost/technical tradeoff, which resulted in the selection of AT&T’s higher-priced, higher-rated proposal. The protester asserts that the record is devoid of explanation as to why AT&T’s proposal was worth a \$757 million price premium, particularly in light of the fact that both firms met the solicitation requirements. ES further contends that NSA should have relied on the solicitation’s service credits as a mechanism to assess value. See Protest at 8-16; Comments/Supp. Protest at 7-20.

In a best-value tradeoff procurement, it is the function of the selection official to perform a price/technical tradeoff, that is, to determine whether one proposal’s technical superiority is worth the higher price, and the extent to which one is sacrificed for the other is governed only by the test of rationality and consistency with the stated

evaluation criteria. Lynxnet, LLC, B-409791, B-409791.2, Aug. 4, 2014, 2014 CPD ¶ 233 at 13. Where, as here, an RFP indicates that technical considerations are more important than price considerations in determining the best value to the government, selecting a technically superior, higher-priced proposal is proper where the agency reasonably concludes that the price premium is justified in light of the proposal's technical superiority. Continental RPVs, B-292768.6, Apr. 5, 2004, 2004 CPD ¶ 103 at 6; see Federal Acquisition Regulation (FAR) § 15.101-1(c). Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision. FAR § 15.308. 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.

Here, the SSA, who serves as the deputy head of the contracting activity, concluded that AT&T's superior technical solution warranted paying a price premium of \$757 million over 10 years. AR, Tab 9, SSDM, at 12. Despite ES's numerous arguments in opposition to the selection decision, we are provided no basis to question this conclusion.

As discussed above, the SSA reviewed the SSEB's consolidated reports and the SSAC's recommendation, and she documented her award determination in a comprehensive source selection decision memorandum. AR, Tab 9, SSDM, at 1-17 (including appendices). First, the SSA emphasized the "mission-critical requirements" of the solicitation. Id. at 1. She explained that the successful performance of NSA/CSS's vital signals intelligence and information assurances missions depended heavily on access to a modern, agile, reliable and affordable enterprise IT environment. Id. She noted that one of the objectives of the RIS I contract was to acquire "world-class IT services to implement, operate, maintain, and advance an [enterprise] IT environment that will consistently meet NSA/CSS's present needs and proactively plan for and satisfy those of the foreseeable future." Id. at 2. After further elaborating on the "vital nature" of the enterprise IT mission and the importance of the success of the GREENWAY procurements, she highlighted that the agency purposefully used a best-value tradeoff process that placed "the greatest emphasis" on the non-price factors. Id.; see also PEC at 4 (relative importance of the factors).

Next, the SSA performed a comparative assessment of proposals. She began her assessment by acknowledging the disparity in the strengths identified in the proposals-- 65 strengths and 11 major strengths for AT&T's proposal; 19 strengths and no major strengths for ES. AR, Tab 9, SSDM, at 4; see id., app. B, Table 7 (strengths and weaknesses by factor and subfactor). Then, in an introductory paragraph, she succinctly summarized the evaluation findings, as follows:

Across the Technical factor, the Government found that AT&T will provide a greater ability to field enterprise equipment, a more consistent and

reliable baseline, a stronger plan for support, a multi-pronged approach to monitoring mission and a more reliable and secure infrastructure that will lead to a much higher likelihood of reliability and availability. In the Management factor, AT&T provides more facilities, a deeper team of personnel available, effective use of automation, and a greater ability to work with the other [service providers], which will lead to a more effective team that will fix and address problems more efficiently and lead to less downtime. For the [transition and future state] factor, AT&T offers a more effective network and less risky plan that the Agency anticipates will lead to smoother transition from [the predecessor procurement] to the new contract and more reliable performance throughout the ten-year period of the contract.

Id. at 4. Over the next several pages, the SSA analyzed the “noteworthy and significant differences between the two proposals.” Id. at 4-10. She described the numerous benefits offered by the AT&T proposal under each factor. Id. at 4-8. With respect to ES’s proposal, while the SSA acknowledged that the protester proposed benefits, she described the benefits as of “limited value to the Government due to risks inherent in [ES’s] approach.” Id. at 6. The result of the comparative assessment is without question: AT&T submitted the “clearly superior” proposal. Id. at 10.

Next, the SSA performed a cost/technical tradeoff. She highlighted the “wide gap in expected performance” between the firms, and listed specific advantages in AT&T’s proposal. Id. For instance, she complimented AT&T’s “robust and dedicated” design and engineering team, which would be able to handle any future changes and developments in enterprise management, connectivity, and end user experience efforts, and would “ensure equipment is seamlessly integrated into operational use utilizing knowledge from different RIS I site profiles.” Id. She pointed out that AT&T proposed [DELETED] more personnel for enterprise operations. Id. She emphasized AT&T’s “low level of risk” to support service delivery and technical refresh. Id. at 11. Among other advantages, the SSA also highlighted that AT&T’s proposed physical connections “far exceeded that proposed by [ES] in both quantity and quality.” Id. According to the SSA, “These advantages are critically important for the desktop environment as it is the backbone for the information technology necessary to meet the Agency’s national security mission.” Id. at 4.

The SSA also plainly accepted that AT&T’s superiority came at a price. Nevertheless, she explained that it was “worth paying a significant price premium of approximately \$750 million for substantially better performance.” Id. In making her best-value determination, she concluded:

I recognize that \$757,323,370 over a 10-year period is a significant price premium. Nevertheless, the significant benefits of AT&T’s non-price factors fully warrant this premium and are not offset by [ES’s] lower[-]rated and lower[-]priced proposal. . . . Therefore, I have determined that the significant benefits of AT&T’s proposal . . . which will provide additional

reliability, redundancy, and reduced risk to contract performance, merit the higher price of the AT&T proposal.

Id. at 12.

Here, we have no basis to question the agency's award determination. The SSA's source selection decision was reasonable, well-documented, and consistent with the solicitation's evaluation criteria, which mandated that non-price factors were significantly more important than price. See RFP at 120. It is beyond dispute that AT&T's proposal was considered by the agency to be superior in nearly every aspect. Further, the SSA's cost/technical tradeoff clearly articulated the advantages of AT&T's proposal. Indeed, ES concedes that the agency performed a "detailed analysis of what it considered to be the price difference discriminators between . . . proposals." Comments/Supp. Protest at 9. Notwithstanding this admission, the protester simultaneously asserts that the source selection decision was conclusory; as outlined above, ES's arguments in this respect are not supported by the record. While ES contends that AT&T's advantages and reduced risk were not worth the price premium, the SSA, within her broad discretion, concluded otherwise.

As a last matter, we briefly turn to ES's vigorous argument that the agency could have, and should have, quantified the value of the competing proposals. In this respect, ES maintains that NSA should have based its cost/technical tradeoff on the value the agency placed on the contractor's failure to meet service level agreement (SLA) requirements. See Comments/Supp. Protest at 11-20.

By way of additional background, the solicitation required the contractor to provide IT services in accordance with SLAs outlined in the PWS. See PWS at 3; see id. app. D, SLAs, at 1-92. The solicitation advised that, in the event the contractor failed to meet performance level metrics that were set forth in the SLAs, the contractor would be assessed financial credits, the amount of which varied depending on the SLA. PWS at 4; see id. app. D, SLAs, at 44-92 (service credits for each SLA). The total of these service credits equated to a percentage reduction of that month's total invoice, and the RFP outlined the specific percentage that would be deducted from the monthly invoice based on the number of service credits assessed.¹⁸ RFP at 22-23 (§ H.05). For instance, the contractor's monthly payment would be reduced by as much as 30 percent if the contractor was assessed 550 or more service credits in a month. Id. at 23.

With the solicitation's SLA service credit provisions in mind, the protester took the liberty of correlating the solicitation adjectival/risk ratings to the different service credit bands outlined in the RFP; to be clear, the solicitation made no similar conversion. Comments/Supp. Protest at 15-16. For instance, according to the protester, an

¹⁸ The RFP also identified escalation factors for service credits that would be applied in the event the contractor failed to meet the required level of service for more than one month. RFP at 23-24.

acceptable rating correlated to a 20 percent deduction in the monthly invoice (401-425 service credits). Id. at 16. Then, based on the outstanding and acceptable ratings assigned to AT&T's and ES's proposals, respectively, the protester calculated the impact the service credits could have on the proposals across the 10-year period of performance (less the proposed award fee dollars). Id. at 18-20. According to ES, the \$757 million price premium of AT&T's superior proposal is unreasonable because the protester's service credit calculation showed a \$318,758,759 likely difference in the cost of performance based on the service credits it applied to the proposals.¹⁹ Id.

The protester's argument, while creative, misses the mark. In this respect, first, the FAR expressly states that a cost/technical tradeoff need not be quantified. FAR § 15.308. As such, we have consistently explained that there is no requirement that a source selection official, in performing a cost/technical tradeoff, quantify the value to the agency of the technical superiority of an awardee's proposal. E.g., Booz Allen Hamilton, Inc.; Leidos Inc., B-410032.4 et al., Mar. 16, 2015, 2015 CPD ¶ 108 at 7; Walton Constr.--a CORE Co., LLC, B-407621, B-407621.2, Jan. 10, 2013, 2013 CPD ¶ 29 at 6 (no requirement to monetize features of competing proposals); Structural Pres. Sys., Inc., B-285085, July 14, 2000, 2000 CPD ¶ 131 at 7. Thus, consistent with the FAR, the agency was not obliged to utilize the methodology advanced by the protester to quantify the value of the competing offers, or otherwise perform a "sensitivity analysis" to test its tradeoff conclusion, as the protester would have preferred.²⁰ See Comments/Supp. Protest at 20.

Moreover, and significantly, the solicitation did not advise offerors that the service credits would be used in a pre-award context to quantify any of the evaluation findings. In this respect, the mapping of the subjective adjectival/risk ratings to the objectively assessed service credit bands was conceived arbitrarily by the protester without any support from the solicitation. Indeed, as described above, the application of the RFP's

¹⁹ We agree with the intervenor that ES's \$319 million figure is understated in that it fails to take into account the escalation in the service credits that would be applied in the event metrics were consecutively missed, as ES assumes would be the case. See RFP at 23-24; Intervenor's Supp. Comments at 21-24.

²⁰ ES relies on our decision in Computer Systems Development Corp. to support its contention that a quantitative method of determining best value is reasonable. Comments/Supp. Protest at 16-18, citing Computer Sys. Dev. Corp., B-275356, Feb. 11, 1997, 97-1 CPD ¶ 91; see also L-3 Army Sustainment LLC, B-415349.2, B-415349.3, Jan. 3, 2018, 2018 CPD ¶ 13 at 7-8 (finding unobjectionable an agency's use of a quantification tool to compare potential benefits of offerors' competing technical approaches). The scenario in that procurement is inapposite to the facts here. Specifically, in that procurement, the agency actually utilized a value impact methodology in its cost/technical tradeoff, which we found unobjectionable under the circumstances; here, on the other hand, we decline to find unreasonable NSA's decision not to attempt to monetize AT&T's technical superiority.

service credits was strictly a post-award, negative performance incentive designed to facilitate contractor accountability in the event required performance metrics were not achieved. As the agency explains, the credits were not designed to quantify the value of proposal advantages in a pre-award, evaluation setting or, conversely, to measure the harm that would result from inferior performance. See Supp. MOL at 4. In this regard, we agree with both of the agency's analogies: the protester is mixing apples and oranges, and attempting to place a square peg in a round hole.²¹ See id. at 4-5.

In sum, ES's varied objections firmly establish that the protester believes its less expensive proposal was a better value for the agency. However, the protester's frustration with the source selection decision does not provide a basis to sustain the protest. See Northrup Grumman Tech. Servs., Inc.; Raytheon Tech. Servs. Co., B-291506 et al., Jan. 14, 2003, 2003 CPD ¶ 25 at 26-27 (finding \$601 million price premium unobjectionable where selection official was aware of the relative cost standing of the offers, and made award based on technical superiority); see also General Servs. Eng'g, Inc., B-245458, Jan. 9, 1992, 92-1 CPD ¶ 44 at 11 (argument that a cost premium is simply too large is not sufficient to establish that the tradeoff was unreasonable).

The protest is denied.

Thomas H. Armstrong
General Counsel

²¹ We also agree with the intervenor that ES's attempt to measure the additional proposed value of outstanding or good aspects of a proposal with contract administration provisions intended to penalize the contractor for deficient performance is methodologically unsound. Intervenor's Supp. Comments at 3.