



The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

## Decision

**Matter of:** L-3 Services, Inc.

**File:** B-406292

**Date:** April 2, 2012

---

W. Jay Devecchio, Esq., Kevin C. Dwyer, Esq., Kathy C. Weinberg, Esq., Daniel E. Chudd, Esq., Damien C. Specht, Esq., Ethan E. Marsh, Esq., and Charles L. Capito, Esq., Jenner & Block LLP, for the protester.  
Thomas P. Barletta, Esq., Peter L. Wellington, Esq., Paul R. Hurst, Esq., Michael J. Navarre, Esq., Kendall Enyard, Esq., Lauren Groth, Esq., and David M. Crane, Esq., Steptoe & Johnson LLP, for TASC, Inc., an intervenor.  
Victoria H. Kauffman, Esq., James T. Mahoney, Esq., and David S. Schuman, Esq., National Aeronautics and Space Administration, for the agency.  
Cherie J. Owen, Esq., Glenn G. Wolcott, Esq., and Sharon L. Larkin, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

### DIGEST

1. Protest challenging agency's cost realism evaluation of protester's proposal is denied where the record demonstrates that the agency's conclusions were reasonable.
2. Protest that contracting agency improperly evaluated offerors' technical and cost proposals is denied where the record shows that the evaluations were reasonable and consistent with the stated evaluation criteria.
3. Where solicitation advised offerors that the agency did not intend to conduct discussions, there is no merit in protester's assertion that discussions were required.

### DECISION

L-3 Services, Inc., STRATIS Division, of Reston, Virginia, protests the National Aeronautics and Space Administration's (NASA) award of a contract to TASC, Inc., of Chantilly, Virginia, pursuant to request for proposals (RFP) No. NNG13100421R to provide support services for selected software systems being developed for NASA's Goddard Space Flight Center facility in Fairmont, West Virginia. The protester asserts that NASA's evaluations of the offerors' technical and cost proposals were

unreasonable and that the agency improperly failed to conduct discussions.

We deny the protest.

## BACKGROUND

The RFP, issued on March 2, 2011, combines two former contracts for support services into one unified contract for independent verification and validation (IV&V) services.<sup>1</sup> Agency Report (AR) at 1. The RFP was issued as a full and open competition and provided for the award of a cost-plus-award-fee contract for a nine-month base period with four one-year option periods and one three-month option period. RFP at 0000044; AR, Tab 4, RFP Amend. 2, at 0000441.<sup>2</sup> The solicitation was posted on the FedBizOpps website,<sup>3</sup> along with the agency's answers to 167 questions regarding the RFP. CO Statement at 3.

The mission of the IV&V program is to reduce the inherent risk in NASA's ability to procure, develop, deploy, and operate software within desired cost, schedule, and performance goals. CO Statement at 1. The RFP explained that IV&V is a system engineering process employing analytical techniques that produce evidence revealing the correctness and completeness of the system's software as it evolves through a development life cycle. *Id.* at 0000174. Primary objectives of the IV&V program include: (1) performing independent verification and validation on safety and mission critical software; (2) providing software assurance expertise to the agency's safety and mission assurance activities; (3) conducting research that improves IV&V and software assurance methods, practices and tools; (4) performing science, technology, engineering, and mathematics (STEM) outreach; and (5) performing management and institutional services with excellence. RFP at 0000174.

The RFP informed offerors that evaluation would be conducted on a best value basis, considering the following factors: mission suitability, cost, and past performance. *Id.* at 0000163. Cost was significantly less important than the combined importance of the mission suitability factor and the past performance

---

<sup>1</sup> The protester and the awardee were the incumbents under the two prior contracts. AR at 1. Under these contracts, both contractors are currently performing tasks that are substantially similar to the tasks required under the RFP at issue here. Contracting Officer's (CO) Statement at 2.

<sup>2</sup> Page numbers refer to the BATES numbers in the Agency Report.

<sup>3</sup> The FedBizOpps website, [www.fbo.gov](http://www.fbo.gov), is the government-wide point of entry for the electronic publication of notices. Federal Acquisition Regulation (FAR) §§ 2.101, 5.003, 5.101, 5.201.

factor. Id. As individual factors, cost was less important than the mission suitability factor, but equally as important as past performance. Id.

In accordance with NASA's FAR supplement, the mission suitability factor was scored on a 1000 point scale. Id. at 0000169; NFS § 1815.304-70(b)(1). This factor was divided into three subfactors: technical approach/capability (450 points), management approach (450 points), and small business utilization (100 points). RFP at 0000169.

In order to simplify the proposal preparation and evaluation process for the mission suitability proposals, the agency selected a subset of IV&V projects and activities, termed "Selected Project/Activities" or SPAs, which the offerors were required to address in their technical proposals. RFP at 0000138. The following IV&V services were selected as SPAs: (1) Orion; (2) Joint Polar Satellite System; (3) Mars Atmosphere and Volatile Evolution; (4) Space Tracking and Surveillance System-II; and (5) Soil Moisture Active Passive. Id. The SPAs were the only projects in the mission forecast that offerors were to specifically address in their mission suitability proposals. Id. at 0000139. The RFP stated that in evaluating offerors' proposals, the agency would evaluate offerors' overall understanding and approach to meet the needs, technical difficulties, schedule, resources, and potential risks of the SPAs identified in the solicitation. Id. at 0000164.

The RFP also required offerors to propose a small business subcontracting plan. RFP at 0000210-11. The RFP stated that the agency would evaluate offerors' established or planned procedures and organizational structure for small disadvantaged business outreach, assistance, participation in the mentor protégé program, and other similar activities. Id. at 0000169. Offerors were instructed to describe the work to be performed by small businesses, and the RFP provided that the agency would evaluate the offerors' commitment to use subcontractors (that is, enforceable versus non-enforceable commitments) and the extent to which the work performed by small business contractors was considered to be "high technology" work. Id. at 0000168.

With regard to cost, the RFP stated that offerors' proposed costs would be assessed to determine reasonableness and cost realism. Id. at 0000170. In this regard, the RFP contained a mission forecast, which outlined the projected workload for the projects covered by the RFP for a one-year period. Id. at 0000338-57. The mission forecast and statement of work were to form the basis for the offerors' proposed costs. Id. at 0000338. Offerors were instructed that workload was to be projected at a constant rate for years two through five, with appropriate escalation factored into their cost proposals. Id. Offerors were also required to submit bases of estimates (BOE), which were to "give the Government insight into the cost estimating thought processes and methodologies" used by offerors in preparing their proposals. Id. at 0000153. As relevant here, the BOEs were to contain:

Narrative explaining how the estimate of labor hours was developed, including: if the estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, Offeror's company, or a product; or engineering judgment, in which case, explain the philosophies used.

Id. at 0000153.

Finally, the RFP informed offerors that the agency intended to evaluate proposals and award the contract without conducting discussions. Id. at 0000132. In response to the RFP, the agency received four proposals, including proposals from L-3 and TASC.<sup>4</sup> CO Statement at 12.

The source evaluation board (SEB) members conducted initial independent evaluations of each offeror's mission suitability proposals, and compiled their findings and observations. CO Statement at 13; see AR, Tabs 27 & 28, Initial Findings for TASC and L-3. Thereafter, the SEB, as a whole, developed and documented its consensus evaluation in a 235-page report that was presented to the source selection authority (SSA) during an oral briefing. CO Statement at 14; see AR, Tab 31, SEB Presentation to the SSA.

As a result of the SEB's evaluations, the following point scores and adjectival ratings were assigned to the mission suitability proposals submitted by L-3 and TASC:<sup>5</sup>

---

<sup>4</sup> The other offerors' proposals, and the agency's evaluation thereof, are not relevant to this protest and are not further discussed.

<sup>5</sup> NFS § 1815.305(a)(3) provided the adjectival ratings that were to be assigned to mission suitability subfactors in the following percentile ranges: 91-100 (Excellent); 71-90 (Very Good); 51-70 (Good); 31-50 (Fair); and 0-30 (Poor). The evaluators did not assign an overall adjectival rating to the mission suitability subfactor, in accordance with NFS § 1815.370(h)(2), which provides that an adjectival rating "shall not be assigned for the total mission suitability factor of each offeror's proposal" (emphasis in original).

	<b>TASC</b>	<b>L-3</b>
Technical approach/capability subfactor (450 points)	Very Good 387 points	Excellent 410 points
Management approach subfactor (450 points)	Excellent 423 points	Very Good 382 points
Small business utilization subfactor (100 points)	Excellent 93 points	Good 67 points
<b>Mission Suitability Factor</b>	903 points	859 points

AR, Tab 31, SEB Presentation to SSA, at 0003078.

In its detailed briefing to the SSA, the SEB discussed the basis for its evaluation ratings, identifying strengths and weaknesses in each offeror's proposal under the mission suitability subfactors. With regard to the first subfactor, technical approach/capability, L-3's proposal was rated somewhat higher than TASC's, and was assigned one strength and two significant strengths related to its proposed development and application of technical reference documentation, its understanding of the requirements for research and development, and its project closeout procedures. Id. at 00003080-3090. TASC's proposal, though rated lower than L-3's, was assigned three strengths and one significant strength related to its proposal to improve existing NASA IV&V tools and processes, its approach to identification of new IV&V methods, its proposed enhancement of the IV&V program's independent test capability, and its training approach. Id. at 00003111-3124. The SEB also assigned two weaknesses to TASC's proposal based on the lack of detail it provided with regard to technical reference application and its limited identification of risks at the project level. Id. at 00003125-3128.

Under the second subfactor, management approach, TASC's proposal was rated higher than L-3's, and was assigned five strengths and two significant strengths based on its integrated management approach, its proposed transition plan, its staffing approach, its proposal to provide a web-based integrated data environment, its subcontractor management approach, its approach to attract and maintain a skilled and motivated workforce, and its proposed approach regarding conflicts of interest. Id. at 00003129-3148. The SEB also assigned a weakness with regard to the application of TASC's quality assurance plan. Id. at 00003149-3151. In contrast, the SEB rated L-3's proposal lower than TASC's, assigning three strengths and one significant strength related to its proposed staffing plan for a qualified workforce, its phase-in plan, its associate contractor agreements, and its quality assurance plan. Id. at 00003091-3104. The SEB also assigned a weakness to L-3's proposal for failing to propose a full-time project manager or to explain why a full-time project manager was unnecessary, failing to provide a description of its quality assurance manager's function, and failing to adequately discuss responsibilities for maintaining facilities

baseline documentation in its approach to health and safety planning. Id. at 0003105-3107. With regard to the project manager, the SEB found that L-3's proposal [deleted] percent of the project manager's hours to the IV&V project and did not explain why a full-time project manager was unnecessary. Id.

Under the third subfactor, small business utilization, TASC's proposal was rated higher than L-3's, and was assigned two strengths and one significant strength. More specifically, TASC's proposal was credited with a significant strength for demonstrating a commitment to small business subcontracting by teaming with ten small businesses that will be responsible for performing high technology work covering all six of the socioeconomic categories in the RFP. Id. at 0003154-55. The SEB also assigned a strength for exceeding the government's recommended goal of 25 percent total small business subcontracting and 4.5 percent women-owned small business concerns by proposing [deleted] percent and [deleted] percent, respectively. Id. at 0003155. Finally, the SEB assigned a strength to TASC's proposal for TASC's high commitment to small business outreach and participation in the mentor protégé program, noting that TASC currently has [deleted] active and formal mentor protégé relationships in place, in addition to participating in several other outreach activities. Id. at 0003156. Under this subfactor, L-3's lower-rated proposal was assigned a single strength for demonstrating a commitment to small business subcontracting by teaming with nine small businesses that will be responsible for performing high technology work covering all six of the socioeconomic categories in the RFP. Id. at 0003109.

The SEB also conducted the cost evaluation.<sup>6</sup> CO Statement at 17. In performing its evaluation the evaluators specifically considered TASC's proposed staffing levels and costs by activity and by project, making both positive and negative observations. For example, with regard to the SWAT Support project, the SEB's initial findings note that "[deleted] FTE looks good & reasonable." Under "Management," the SEB questioned the staffing level, noting "Is this too low?" AR, Tab 27, TASC Initial Findings, at 0003041-42.<sup>7</sup>

In evaluating the cost proposals, the evaluators prepared a labor rate category matrix, analyses of proposed labor costs by work breakdown structure (WBS),

---

<sup>6</sup> The contracting officer noted that resource analyst advisors analyzed the elements of cost for years two through five to ensure consistency and appropriate application of overhead costs and escalation. CO Statement at 17.

<sup>7</sup> The initial findings also contained comparisons of the proposed staffing levels to those reflected in the independent government cost estimate (IGCE). Id. at 0003043-44. During the course of its evaluation, the SEB concluded that the agency's IGCE had overestimated the likely costs, and that it was not a useful tool for cost comparisons. CO Statement at 18.

analyses of proposed labor hours by project, and analyses of proposed costs by project. AR, Tabs 22-25. In performing its evaluation, the SEB considered whether each offeror's costs were likely to be incurred given its particular approach. CO Statement at 17. More specifically, the SEB's evaluation considered each offeror's proposed labor hours and labor categories, by WBS, as well as other cost elements such as overhead and general and administrative (G&A) expenses. Id. at 18; Tabs 21-25. The evaluators summarized their findings in a 23-page cost evaluation report. AR, Tab 21, Cost Evaluation Report. The cost report reflected both proposed costs and probable costs for each offeror. With regard to probable cost, the report stated that the SEB developed probable costs by "applying adjustments to rates using input from DCAA Rate Evaluation and [SEB] analysis." AR, Tab 21, Cost Evaluation Report, at 0002986. The report also establishes that the SEB identified and documented risks associated with each Offeror's estimation methodology. Id.

With regard to L-3, the evaluators adjusted the program manager's hours upward based on its assignment of a weakness to L-3's mission suitability proposal for failing to propose a full-time project manager. AR, Tab 31, SEB Presentation to the SSA, at 0003181. Downward adjustments were made to [deleted] direct labor rates in L-3's proposal as a result of the DCAA audit report. Id. at 0003178. As a result of these adjustments, L-3's total probable cost was adjusted downward by approximately \$[deleted] (approximately [deleted] percent of its proposed cost). Id. In its consensus report to the SSA, the evaluators noted that "insight into the determination of the factors based on engineering judgment is not provided on a project-by-project basis" and "lack of insight into the rationale for engineering judgment estimates does present cost risk." Id. at 0003183.

With regard to TASC, the evaluators found that no adjustments to the proposed costs were appropriate. Id. at 0003184. In its consensus report to the SSA, the evaluators noted:

Adequate visibility is provided into the scope, assumptions, standard IV&V tasking, and the mission understanding (via the assumptions); however following [deleted] . . . the visibility into [deleted] is limited. . . . The use of a [deleted] approach is acceptable; however without visibility into the calculation, cost risk is present regarding both accuracy and consistency.

Id. at 0003190.<sup>8</sup>

---

<sup>8</sup> The SEB's reference to [deleted] approach to calculating cost is a reference to TASC's [deleted]. In its cost narrative, TASC stated that it uses [deleted] to develop tailored project estimates based on [deleted]. AR, Tab 8, TAC Cost Narrative, at 0001686. TASC's proposal further stated that, to ensure that the [deleted] led to

(continued...)

Following the SEB's presentation of its consensus evaluation to the SSA, the SSA selected TASC for contract award. In his selection decision, the SSA accepted the findings of the SEB and discussed the strengths and weaknesses associated with each proposal. AR, Tab 34, Selection Decision, at 0003372-81. The SSA noted several aspects of TASC's proposal that served as discriminators. Among other things, the SSA referred to TASC's management and communication approach, its transition plan, and its proposal for small business utilization.<sup>9</sup> Id. The SSA further noted that, in addition to TASC's superiority under the non-cost evaluation factors, TASC's proposal offered a significantly lower price than L-3's proposal. Because TASC's proposal was rated higher under the mission suitability and small business plan evaluation factors, and offered significant cost savings, the SSA concluded that TASC's proposal represented the best value to the government. Id. at 0003381.

Thereafter, the SSA awarded the contract to TASC. This protest followed.

## DISCUSSION

L-3 challenges multiple aspects of the agency's evaluation of both offerors' cost and technical proposals. Although our decision does not individually address each and every allegation, we have fully considered all of L-3's arguments and find no basis to sustain its protest.

### Cost Realism Evaluation

First, L-3 contends that the agency's cost realism analysis was flawed for a variety of reasons. Protest at 15-18; Comments at 7-21. Among other things, L-3 asserts that the agency incorrectly accepted TASC's [deleted] cost estimate; that the agency did not and could not determine whether TASC's proposed costs were realistic; and that the SSA was not made aware of the cost risks associated with TASC's proposal. Comments at 9-11, 15-18.

When an agency evaluates a proposal for the award of a cost-reimbursement contract, an offeror's proposed estimated costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its

---

(...continued)

realistic costs, it used [deleted] to develop and validate the labor estimate, and used [deleted] to calculate and validate [deleted] the effort. Id. TASC's cost proposal also contained over 100 pages of explanation detailing its bases of estimates. See id. at 0001689-792.

<sup>9</sup> The proposals submitted by L-3 and TASC both received a past performance rating of high confidence; therefore, the SSA determined that past performance was not a discriminator. AR, Tab 24, Source Selection Decision, at 0003381.

actual and allowable costs. Federal Acquisition Regulation (FAR) §§15.305(a)(1); 15.404-1(d); CGI Federal Inc., B-403570 et al., Nov. 5, 2010, 2011 CPD ¶ 32 at 4; Tidewater Constr. Corp., B-278360, Jan. 20, 1998, 98-1 CPD ¶ 103 at 4. Consequently, the agency must perform a cost realism analysis to evaluate the extent to which an offeror's proposed costs are realistic for the work to be performed. FAR § 15.404-1(d)(1); Hanford Env'tl. Health Found., B-292858.2, B-292858.5, Apr. 7, 2004, 2004 CPD ¶ 164 at 9. An agency is not required to conduct an in-depth cost analysis, see FAR § 15.404-1(c), or to verify each and every item in assessing cost realism; rather, the evaluation requires the exercise of informed judgment by the contracting agency. Cascade Gen., Inc., B-283872, Jan. 18, 2000, 2000 CPD ¶ 14 at 8. Because the contracting agency is in the best position to make this determination, we review an agency's judgment in this area only to see that the agency's cost realism evaluation was reasonably based and not arbitrary. Hanford Env'tl. Health Found., supra at 8-9.

Here, as discussed above, the contemporaneous evaluation record is contrary to L-3's allegations. Specifically, the record shows that the SEB considered both the proposed levels of effort and the proposed rates in both offerors' proposals. More specifically, the SEB examined each offeror's proposal with regard to labor hours and level of effort for each project, expressing concern regarding the proposed level of effort for some projects, and agreement with the proposed level for others. See, e.g., AR, Tab 22, Analysis of Proposed Labor Costs by Work Breakdown Structure; AR, Tab 23, Analysis of Proposed Labor Hours by Project; AR, Tab 24, Analysis of Proposed Cost by Project; AR, Tab 25, Labor Rate Category Matrix; AR, Tab 26, Miscellaneous Cost Analysis; AR, Tab 31, SEB Presentation to the SSA, at 0003193 (analysis of proposed and probable costs excluding five projects that had the greatest variance in proposed costs and labor hours). Ultimately, in its consensus evaluation, the SEB concluded that TASC's overall proposed cost was realistic, while nonetheless acknowledging that certain elements of its cost proposal created risk. AR, Tab 31, SEB Presentation to the SSA, at 0003190.

As discussed above, an agency's cost realism evaluation is not required to establish with absolute certainty what a given offeror's proposal will ultimately cost the agency; rather, the evaluation necessarily requires exercise of the agency's informed judgment. See Cascade Gen., Inc., supra. Based on our review of the contemporaneous record here, we cannot conclude that the agency's cost realism evaluation was unreasonable. Accordingly, L-3's assertions challenging that evaluation are denied.

#### Mission Suitability Evaluation

With regard to specific issues raised by L-3 concerning unreasonable or unequal treatment in the agency's evaluation of the mission suitability factor, we find that the protester's arguments are primarily based on disagreements with the agency's judgment which provide no basis for sustaining the protest.

For example, L-3 contends that the agency acted unreasonably in assigning a weakness—rather than a significant weakness—to TASC’s proposal under the technical approach/capability subfactor. Protest at 20-23; Comments at 23-26. Specifically, the protester argues that TASC’s proposal evidenced a “failure to demonstrate an understanding of” technical reference. Protest at 22. Therefore, the protester contends that any “reasonable evaluator would be forced to conclude” that a significant weakness or deficiency should have been assigned to TASC’s proposal. Comments at 26.

In reviewing a protest against an agency’s evaluation of proposals, our Office will not substitute our (or the protester’s) judgment for that of the agency but, rather, we will examine the record to determine whether the agency’s judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. Concepts & Strategies, Inc., B-405930, Jan. 12, 2012, 2012 CPD ¶ 47 at 5. In this regard, the evaluation of an offeror’s proposal is a matter within the agency’s broad discretion, since the agency is responsible for defining its needs and the best method for accommodating them, U.S. Textiles, Inc., B-289685.3, Dec. 19, 2002, 2002 CPD ¶ 218 at 2, and a protester’s mere disagreement with the agency’s judgment does not establish that the evaluation was unreasonable. C. Lawrence Constr. Co., Inc., B-287066, Mar. 30, 2001, 2001 CPD ¶ 70 at 4.

Here, as discussed above, the SEB assigned a weakness to TASC’s proposal under this subfactor for lack of detail regarding the application of the technical reference. The SEB stated that TASC’s proposal “lacked sufficient detail” regarding this issue, specifying that the proposal contained “sparse information” regarding the utilization of the technical reference during the IV&V execution phase and “limited information” regarding the practical application within the selected projects/activities. AR, Tab 31, SEB Presentation to the SSA, at 0003125; see also, AR, Tab 34, Source Selection Decision, at 0003376 (acknowledging the proposal’s lack of detail in this regard).

We conclude that the evaluators noted the lack of detail in the awardee’s proposal, documented their concerns regarding that matter, assigned a weakness to TASC’s proposal reflecting those concerns, and relayed the information regarding that weakness to the SSA. The SEB’s consensus findings and the source selection decision make clear that the evaluators believed this to be a lack of detail, not a failure to understand the requirement as the protester claims. Further, the agency notes that the shortfall in the amount of detail related to only one tool in the IV&V function, during one of the five phases of IV&V projects. AR at 23. Accordingly, the agency maintains that the evaluated weakness in TASC’s proposal was not as significant as the protester contends. On this record, we find no basis to question the agency’s assignment of a weakness (rather than a significant weakness) under the technical approach/capability subfactor, and L-3’s protest challenging that evaluation judgment is denied.

By way of another example regarding the technical approach/capability subfactor, the protester argues that TASC's proposal should have been assessed a significant weakness or deficiency, rather than merely a weakness, with regard to identifying risks for SPAs. Protest at 22-23; Comments at 26-29. In this regard, L-3 asserts that "TASC's lack of understanding of fundamental and foundational aspects of IV&V work demonstrate such a lack of overall competence" that a major proposal revision would be required to correct it. Protest at 23.

The RFP stated that in evaluating offerors' proposals, the agency would evaluate offerors' overall understanding and approach to meet, among other things, the needs, technical difficulties, schedule, resources, and potential risks of the SPAs identified in the solicitation. RFP at 0000164. In evaluating the awardee's proposal, the SEB determined that "elements of risk [were] identified; however, the thoroughness of the risk identification is not adequate." AR, Tab 31, SEB Presentation to SSA, at 0003128. Therefore, the SEB assigned a weakness to TASC's proposal under this subfactor, which was reported to the SSA and included in the SSA's best value decision. See id.; AR, Tab 34, Source Selection Decision, at 0003376.

The agency argues, and we agree, that this protest ground expresses mere disagreement with the reasoned judgment of the evaluators. The record is clear that the evaluators found that TASC's proposal identified risks, but did not provide sufficient detail about those risks. AR, Tab 31, SEB Presentation to SSA, at 0003128. The evaluators judged this to be merely a weakness, and not a significant weakness, and we find their conclusions in this regard to be reasonable and supported by the record. L-3's disagreement with this conclusion and attempt to re-characterize the weakness as a failure to understand the requirement does not provide a basis for sustaining the protest.

In yet another example, the protester contends that the agency improperly assigned a weakness to L-3's proposal under the management approach subfactor for, among other things, proposing a part-time project manager. Protest at 25-26; Comments at 36-37. As set forth above, the SEB found that L-3's proposal [deleted] percent of the project manager's hours to the IV&V project and assigned a weakness to the protester's proposal in this regard for failing to propose a full-time project manager as required by the solicitation. Although the protester acknowledges that the project manager was [deleted] percent, L-3 contends that nothing in its mission suitability proposal suggested that the program manager was anything but a full-time position, and that the agency should have known, from its experience with L-3 on the prior contract, that L-3 provides a full-time project manager, but he is only [deleted] percent of his time, [deleted]. Protest at 26; Comments at 37. Therefore, L-3 contends that the agency's assessment of a weakness was unreasonable.

The agency argues, and we agree, that the protester's proposal did not adequately explain L-3's basis for [deleted] percent of the project manager hours to the IV&V contract. Although the protester contends that the agency should have known, based on prior experience with L-3, that it intended for the project manager to be full

time, we have long held that it is the offeror's responsibility to submit an adequately written proposal for the agency to evaluate. Digicon Corp.; Intelligent Decisions, Inc., B-406184, et al., Mar. 5, 2012, 2012 CPD ¶ \_\_ at 5. We find that the agency evaluators, when confronted with information in L-3's cost proposal that suggested that the program manager was not billed at 100 percent, and no explanation for this seeming deviation from the solicitation's requirements, reasonably determined that the protester's proposal failed to comply with the requirement for a full-time project manager.<sup>10</sup> Therefore, this protest ground is denied.

The protester also challenges several aspects of the agency's evaluation under the small business utilization subfactor, arguing that the agency disparately rated the proposals. For example, L-3 contends that the agency improperly credited TASC's proposal with a strength for small business outreach, but did not credit L-3 for equivalent outreach efforts. Protest at 32. As set forth above, the RFP stated that the agency would evaluate offerors' established or planned procedures and organizational structure for small disadvantaged business outreach, assistance, participation in the mentor protégé program, and other similar activities. RFP at 0000169.

The agency argues, and we agree, that the evaluators reasonably concluded that the proposals submitted by TASC and L-3 were not equivalent in this regard. TASC's proposal received a strength for its high commitment to small business outreach and participation in the mentor protégé program, with the SEB noting that TASC has [deleted] active and formal mentor protégé relationships in place, in addition to several other outreach programs. AR, Tab 31, SEB Presentation to SSA, at 0003156.

---

<sup>10</sup> We find no merit in the protester's argument that the agency was required to consider outside information regarding L-3's provision of a full-time project manager and how it was billed under the predecessor contract. See, Comments at 37. Our Office has recognized that, in certain limited circumstances, an agency evaluating an offeror's proposal has an obligation (as opposed to the discretion) to consider "outside information" bearing on the offeror's past performance when it is "too close at hand" to require offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. See, e.g., International Bus. Sys., Inc., B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5. The circumstances here do not fall under this exception to the general rule that offerors are responsible for submitting an adequately written proposal. Unlike a past performance evaluation where an offeror often must rely on the submission of information from third parties, here L-3 was in control of what it included in each section of its proposal and exercised its own judgment not to include details expressly showing that it satisfied the RFP's requirement for a full-time project manager. Thus, there was no inequity in the agency's decision to base its evaluation on L-3's proposal—as written—instead of supplementing it with the agency's understanding of L-3's performance under the prior contract.

In contrast, L-3's protest argued that L-3 had a "pending" mentor protégé agreement,<sup>11</sup> and [deleted] informal mentor protégé agreements. Protest at 32. L-3 contends that its other outreach efforts, such as [deleted], demonstrated an equal commitment to small business participation. Comments at 45-46; see AR, Tab 11, L-3's Mission Suitability Proposal, at 0002269-70. However, TASC's proposal also included [deleted] activities, in addition to its [deleted] active and formal mentor protégé relationships. See AR, Tab 7, TASC Mission Suitability Proposal, at 0001645. The agency found that TASC's proposal better demonstrated its commitment to small business outreach, and that it provided supporting details and evidence of its commitment. See AR at 87. We find that the agency reasonably concluded that TASC's proposal was superior in this regard.<sup>12</sup>

## Discussions

Finally, L-3 contends that the agency acted unreasonably in not conducting discussions with the offerors. The protester argues that it is clear from the record that each of the offerors and the agency lacked a common understanding of the scope of the requirements of this contract. L-3 believes that the differences in

---

<sup>11</sup> The agency notes that after submission of proposals but before award of the contract, L-3's application for approval of its pending mentor protégé agreement was denied. AR at 86-87.

<sup>12</sup> Under the small business subfactor, the protester also challenges the agency's determination that L-3's proposal merited only a strength while TASC's proposal merited a significant strength for commitment to small business subcontracting as demonstrated by a commitment to team with small businesses that would be responsible for performing high technology work. Comments at 38-43. L-3 notes that, in its proposal, L-3 committed to team with nine small businesses covering all six socioeconomic categories that would be responsible for performing high technology work. The protester contends that its proposal was nearly identical in this regard to TASC's proposal to similarly team with ten small businesses. Protest at 30-31. Although the protester's and awardee's proposals appear to be similar in this regard and it is unclear why TASC's proposal received a significant strength while L-3's proposal was judged to merit only a strength, we find that there is no possibility that the protester could have been prejudiced. Our Office will not sustain a protest absent a showing of competitive prejudice, that is, unless the protester demonstrates that, but for the agency's actions, it would have a substantial chance of receiving award. Waterfront Technologies, Inc.--Protest & Costs, B-401948.16, B-401948.18, June 24, 2011, 2011 CPD ¶ 123 at 13; McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3. Here, as discussed above, we find no merit in L-3's other challenges to the agency's evaluation; accordingly, even if we agreed with L-3 on this issue, TASC's proposal would nevertheless still have a higher mission suitability rating and lower proposed price than L-3's proposal. Thus, L-3's proposal would not have a substantial chance of receiving award.

proposed price prove its contention that there were significant differences in the offerors' perceptions of the scope of work. Comments at 4. Therefore, the protester argues that the agency should have either amended the RFP to make its expectations about each project more clear or conducted discussions with the offerors. Id. at 4-5.

The contracting officer's discretion in deciding not to hold discussions is quite broad. Trace Sys., Inc., B-404811.4, B-404811.7, June 2, 2011, 2011 CPD ¶ 116 at 5. There are no statutory or regulatory criteria specifying when an agency should or should not initiate discussions, and there is also no requirement that an agency document its decision not to initiate discussions. Id. As a result, an agency's decision not to initiate discussion is a matter that we generally will not review. Booz Allen Hamilton Inc., B-405993, B-405993.2, Jan. 19, 2012, 2012 CPD ¶ 30 at 13.

The agency argues, and we agree, that the RFP, coupled with the agency's responses to the 167 questions it had received regarding the RFP, and the fact that both the protester and the awardee are incumbents currently performing tasks that are substantially similar to the tasks required under the RFP at issue, provided the parties involved here with a common understanding of the scope of the contract. Further, while the RFP set out a common scope of work, the proposal instructions also anticipated that offerors would propose different approaches to achieving the desired outcomes. Therefore, we find no basis on which to sustain this protest ground.

The protest is denied.

Lynn H. Gibson  
General Counsel