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# Decision

**Matter of:** Superlative Technologies, Inc.; Atlantic Systems Group, Inc.

**File:** B-415405; B-415405.2; B-415405.3; B-415405.4; B-415405.5

**Date:** January 5, 2018

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## DIGEST

1. Protests that the awardee and its proposed subcontractor have organizational conflicts of interest resulting from performance under prior and ongoing task orders is denied, where the agency meaningfully considered the potential for conflicts.
  2. Protest that the agency unreasonably selected the highest-priced, highest-rated quotation is denied, where the agency considered the various strengths of the awardee's quotation as compared to quotations that were assessed fewer or no strengths.
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## DECISION

Superlative Technologies, Inc. (SuprTEK), of Ashburn, Virginia, and Atlantic Systems Group, Inc. (ASG), of Rockledge, Florida, protest the issuance of a task order to Command Post Technologies, Inc. (CPT), of Suffolk, Virginia, under request for quotations (RFQ) No. 831709476, issued by the Defense Information Systems Agency (DISA) for technical operations support. SuprTEK and ASG contend that the awardee has organizational conflicts of interest (OCI) that DISA failed to recognize and consider in evaluating quotations. SuprTEK also challenges the reasonableness of the agency's best-value tradeoff decision.

We deny the protests.

## BACKGROUND

The RFQ, a small-business set-aside, was issued on July 12, 2017, to holders of General Services Administration (GSA) Information Technology Schedule 70 contracts pursuant to Federal Acquisition Regulation (FAR) subpart 8.4 for a fixed-price task order for technical operations support for the Joint Staff, Cyberspace Environment Division, Joint Information Operations Range (JIOR). Agency Report (AR), Tab 1, RFQ, at 1;<sup>1</sup> Tab 5A, RFQ amend. 4, Performance Work Statement (PWS), at 1; Tab 19, Price Negotiation Memorandum (PNM), at 2. The JIOR develops and maintains a distributed, closed-loop live-fire network to support training and testing of information related capabilities in and through cyberspace and is the primary range complex for enabling the training, certification, and sustainment of Cyber Mission Forces. PWS at 1. The RFQ provided for a period of performance of a base year and four option years. AR, Tab 5, RFQ amend. 4, at 1.

The objective of the task order is to provide the technical operations support necessary to fulfill offensive and defensive cyber test and training requirements in support of combatant command, military service, agency, industry, and academia partners and stakeholders. PWS at 1. The PWS identified a broad range of actions required for technical operations support to JIOR, including task order/program management, cybersecurity and information assurance, logistics and communications security, integrated master schedule, tier-III integration and engineering, systems administration, service delivery point installation and de-installation, and distributed network operations and security center and technical forward element support. Id. at 2. The PWS stated that the requested work does not relate to work that already has been accomplished or is ongoing through other vehicles but also stated that the procurement is a follow-on to task order No. HC1028-08-D-2025-0021, which had been issued to SAIC, and was later novated to Leidos.<sup>2</sup> Id. at 1; Combined Contracting Officer's Statement/Memorandum of Law (COS/MOL), at 3.

The RFQ stated that award would be made to the GSA schedule contractor whose quotation is determined to represent the best value to the government, using a tradeoff between the technical/management approach factor and price.<sup>3</sup> RFQ amend. 4, at 2-3. The technical/management approach factor was considered more important than price. Id. at 4. The RFQ included DISA Acquisition Regulation Supplement (DARS) clause

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<sup>1</sup> SuprTEK's and ASG's protests were developed separately, and then later joined in the drafting of this decision. Our citations are to the agency report provided in response to ASG's protest, except where otherwise indicated.

<sup>2</sup> CPT was a subcontractor to Leidos under the task order. COS/MOL at 3.

<sup>3</sup> The technical/management approach factor consisted of five equally-weighted subfactors that addressed various aspects of the PWS. RFQ amend. 4, at 3.

52.209-9000, Organizational and Consultant Conflicts of Interest, which required vendors to identify whether any potential or actual organizational and consultant conflicts of interest (OCCI), as described in FAR subpart 9.5, existed for the procurement and to submit a plan to mitigate or avoid an OCCI if an actual or perceived OCCI existed. AR, Tab 5F, RFQ amend. 4, attach. 6, Regulatory Clauses, at 3-4. Offerors were specifically required to consider whether their involvement or participation raises any OCCI issues when providing systems engineering and technical direction, preparing specifications or work statements and/or objectives, providing evaluation services, or obtaining access to proprietary information. Id. at 4.

DISA received quotations from six vendors, including SuprTEK, ASG, and CPT. AR, Tab 19, PNM, at 2, 6. As relevant here, SuprTEK proposed incumbent task order prime contractor Leidos as a subcontractor, and CPT proposed Booz Allen Hamilton, Inc., prime contractor on another JIOR task order,<sup>4</sup> as a subcontractor. AR (SuprTEK), Tab 19A, SuprTEK Final Quotation Revision, Executive Summary; AR, Tab 9K, CPT Final Quotation Revision, Executive Summary. DISA evaluated quotations and issued evaluation notices as necessary. AR, Tab 19, PNM, at 5. The final evaluation results were as follows:<sup>5</sup>

	ASG	CPT	SuprTEK
<b>Subfactor 1</b>	Green	Blue	Green
<b>Subfactor 2</b>	Green	Purple	Green
<b>Subfactor 3</b>	Green	Green	Green
<b>Subfactor 4</b>	Green	Purple	Green
<b>Subfactor 5</b>	Green	Purple	Green
<b>Total Evaluated Price</b>	\$39,698,533	\$54,935,670	\$38,027,431

<sup>4</sup> Booz Allen is the prime contractor on a task order to provide program, planning, and environment operations support to JIOR (task order No. -0046); CPT is its subcontractor. AR, Tab 17, OCI Memorandum, at 6.

<sup>5</sup> The RFQ provided that a blue, or outstanding, rating indicated a quotation with an exceptional approach and understanding of the requirements that contained multiple strengths, and low risk of unsuccessful performance. AR, Tab 5E, RFQ amend. 4, attach. 5, Evaluation Tables. A purple, or good, rating indicated a quotation with a thorough approach and understanding of the requirements that contained at least one strength, and low to moderate risk of unsuccessful performance. Id. A green, or acceptable, rating indicated a quotation with an adequate approach and understanding of the requirements, and no worse than moderate risk of unsuccessful performance. Id.

AR, Tab 18, Selection Recommendation Document, at 1. The evaluation team concluded that, under each subfactor, both ASG's and SuprTEK's quotations demonstrated an approach that fully met the RFQ's requirements, but merited no strengths, weaknesses, or deficiencies, and presented a risk of unsuccessful performance that was no more than moderate. Id. at 13-17, 30-35. With respect to CPT's quotation, the evaluation team identified a total of five strengths under the technical/management approach subfactors, and concluded that CPT's quotation presented a risk of unsuccessful performance that was low for some subfactors and no worse than moderate for others. Id. at 17, 21-24.

The evaluation team conducted a tradeoff between CPT's quotation and that of the other five vendors and recommended award to CPT as presenting the best value to the government. Id. at 37-42. The evaluation team acknowledged that CPT's quotation was higher-priced than the other quotations, but that CPT's superior technical/management approach warranted paying the price premium over the other offerors. Id. The contracting officer, who was also the source selection authority (SSA), reviewed the evaluation team's report and recommendation, concurred with the evaluation team's analysis and recommendation, and issued the task order to CPT. AR, Tab 19, PNM, at 14-15.

After receiving notice of the award to CPT, SuprTEK and ASG protested to our Office.

## DISCUSSION

SuprTEK and ASG contend that CPT and its subcontractor have OCIs. Additionally, SuprTEK challenges the reasonableness of the agency's price/technical tradeoff decision. Although we address only a few of the protesters' arguments in this decision, we have considered all of their arguments and find no basis to sustain the protests.<sup>6</sup>

### Organizational Conflicts of Interest

ASG contends that CPT and its subcontractor, Booz Allen, have OCIs as a result of work the two firms performed on other task orders, that CPT failed to disclose those conflicts, and that the contracting officer failed to reasonably consider those conflicts.<sup>7</sup>

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<sup>6</sup> In its initial and supplemental protests, ASG challenged DISA's evaluation of its proposal, argued that the agency applied undisclosed evaluation criteria, and alleged unequal treatment. Because the agency responded to these protest grounds and ASG did not substantively respond to the agency's report with respect to these protest grounds, we consider these arguments to have been abandoned. See Salient Fed. Solutions, Inc., B-410174.3, B-410174.4, Apr. 1, 2016, 2016 CPD ¶ 104 at 6 n.7.

<sup>7</sup> As discussed below, we conclude that the contracting officer reasonably considered whether the awardee and its subcontractor had OCIs. To the extent that ASG complains that the contracting officer did not consider the potential OCIs until after its protest was filed, our Office has recognized that an agency may investigate possible

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The FAR requires that contracting officials avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR §§ 9.504(a), 9.505. The situations in which OCIs arise, as described in FAR subpart 9.5 and the decisions of our Office, can be broadly categorized into three groups: (1) unequal access to information; (2) impaired objectivity; and (3) biased ground rules. See FAR §§ 9.505, 9.508; Millennium Corp., Inc., B-412866, B-412866.2, June 14, 2016, 2016 CPD ¶ 168 at 8.

In reviewing protests that challenge an agency's conflict of interest determination, our Office reviews the reasonableness of the contracting officer's investigation and, where an agency has given meaningful consideration to whether an OCI exists, even when this consideration is given after award, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. See Deloitte Consulting, LLP et al., B-411884 et al., Nov. 16, 2015, 2016 CPD ¶ 2 at 17; TISTA Science & Tech. Corp., Inc., B-408175.4, Dec. 30, 2013, 2014 CPD ¶ 17 at 6. In this regard, the identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. Diversified Collection Servs., Inc., B-406958.3, B-406958.4, Jan. 8, 2013, 2013 CPD ¶ 23 at 6. A protester must identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. SRM Grp., Inc., B-410571, B-410571.2, Jan. 5, 2015, 2015 CPD ¶ 25 at 9.

#### Unequal Access to Information

An unequal access to information OCI exists where a firm has access to nonpublic information as part of its performance of a government contract, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR §§ 9.505(b), 9.505-4; Cyberdata Techs., Inc., B-411070 et al., May 1, 2015, 2015 CPD ¶ 150 at 6. As the FAR makes clear, the concern regarding this category of OCIs is that a firm may gain a competitive advantage based on its possession of "[p]roprietary information that was obtained from a Government official without proper authorization," or "[s]ource selection information . . . that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract." FAR § 9.505(b); see ITT Corp.--Elec. Sys., B-402808, Aug. 6, 2010, 2010 CPD ¶ 178 at 5.

ASG alleges that CPT and its subcontractor, Booz Allen, have an unequal access to information OCI because of their work on prior task orders. For example, ASG argues

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OCIs after the filing of a bid protest. See, e.g., Signature Performance, Inc., B-411762, Oct. 19, 2015, 2015 CPD ¶ 321 at 4; NikSoft Sys. Corp., B-406179, Feb. 29, 2012, 2012 CPD ¶ 104 at 5 n.12.

that the work CPT and Booz Allen performed under Booz Allen's task order to provide program, planning, and environment operations support to JIOR (task order No. -0046), and the work that Booz Allen performed from 2011 to 2016 under its task order to provide development, integration, management, and operations support to JIOR (task order No. -0032), gave the two firms access to sensitive/non-public information that created an unfair competitive advantage. ASG Comments & Supp. Protest at 16-17. In this regard, ASG contends that the firms' years of performance under the task orders gave them broad access to information and required CPT to familiarize itself with strategic-level documents such that CPT unfairly had access to non-public and potentially proprietary information that no other offeror had. Id. at 17.

DISA states that the contracting officer reasonably determined that CPT did not have an unequal access to information OCI, even though CPT performed as a subcontractor on the predecessor task order (task order No. -0021) and on task order No. -0046. COS/MOL at 55. The contracting officer states that, before selecting CPT, she determined that CPT had no OCIs based on CPT's statement of no conflict and the knowledge that the evaluation team, which was well aware of the range of contractor support provided across JIOR, had not raised any OCI concerns. AR, Tab 17, OCI Memorandum, at 1, 3. The contracting officer explains that, after receiving ASG's protest, she reviewed the predecessor task order (task order No. -0021), Booz Allen's program, planning, and environment operations support to JIOR (task order No. -0046) and its predecessor task order (task order No. -0032), as well as CPT's quotation, then obtained advice from counsel and appropriate technical specialists to evaluate the potential for conflicts. Id. at 4. The contracting officer concluded that none of the task orders involved acquisition planning or work that led to the development of the requirements for the technical operations support RFQ, and that neither CPT nor Booz Allen had access to any non-public, source selection, or proprietary information that would have given them an unfair competitive advantage with respect to the technical operations support RFQ. Id. at 7. The contracting officer also stated that, in order to minimize any incumbent advantage, all vendors were provided the government's staffing plan estimate. Id.

After ASG raised supplemental protest grounds concerning OCIs, the contracting officer again reviewed the task orders, consulted with JIOR program staff, and concluded that no unequal access to information OCI existed. AR, Tab 20, Supp. OCI Memorandum, at 1-2. Additionally, the JIOR technical operations chief reviewed the task orders and, with respect to task order No. -0046, states that CPT and Booz Allen were required to sign non-disclosure agreements because of access to non-public mission information, such as node dispositions, user requests, and classified capability provider locations, and not because the firms had access to another firm's proprietary information or source selection information. AR, Tab 20A, JIOR Input Regarding OCI Allegations, at 6.

It is well settled that an offeror may possess unique information, advantages, and capabilities due to its prior experience under a government contract--either as an incumbent contractor or otherwise--and the government is not necessarily required to equalize competition to compensate for such an advantage, unless there is evidence of

preferential treatment or other improper action. See FAR § 9.505-2(a)(3); Lovelace Sci. & Tech. Servs., B-412345, Jan. 19, 2016, 2016 CPD ¶ 23 at 12; Signature Performance, Inc., B-411762, Oct. 19, 2015, 2015 CPD ¶ 321 at 5. The existence of an incumbent advantage, in and of itself, does not constitute preferential treatment by the agency, nor is such a normally occurring advantage necessarily unfair. Lovelace Sci. & Tech. Servs., supra; Signature Performance, Inc., supra.

Based on the record before us, we find the agency gave meaningful consideration as to whether CPT's and Booz Allen's performance under other, related task orders gave rise to an unequal access to information OCI, and therefore have no basis to conclude that the awardee had an unequal access to information OCI. While ASG has speculated as to the type of information to which CPT and Booz Allen may have obtained access, as noted above, the contracting officer reviewed the task orders in question in response to ASG's protest and consulted with appropriate JIOR program officials before concluding that no unequal access to information OCI arose from CPT's and Booz Allen's performance under other task orders supporting JIOR. See AR, Tab 17, OCI Memorandum; Tab 20, Supp. OCI Memorandum. The record does not show, nor has ASG demonstrated, that either CPT or its subcontractor, Booz Allen, had anything other than a normally occurring incumbent advantage as a result of their performance on other task orders.<sup>8</sup>

#### Biased Ground Rules

A biased ground rules organizational conflict of interest arises where a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition for another government contract by, for example, writing the statement of work or providing materials upon which a statement of work was based. FAR §§ 9.505-1, 9.505-2; Networking & Eng'g Techs., Inc., B-405062.4 et al., Sept. 4, 2013, 2013 CPD ¶ 219 at 10. The concern is not simply whether a firm drafted the specifications that were adopted into the solicitation, but whether the firm was in a position that could skew the competition, whether intentionally or not, in favor of itself. Energy Sys. Grp., B-402324, Feb. 26, 2010, 2010 CPD ¶ 73 at 4.

ASG and SuprTEK argue that CPT and Booz Allen have a biased ground rules OCI. ASG contends that under Booz Allen's task order to provide program, planning, and environment operations support to JIOR (task order No. -0046) and Booz Allen's previous task order (task order No. -0032), CPT and Booz Allen performed requirements analysis and other activities that led to the development of the technical operations support RFQ. ASG Comments & Supp. Protest at 19. In this regard, ASG

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<sup>8</sup> ASG also argues that CPT's higher ratings resulted from unequal access to information. ASG Comments & Supp. Protest at 21-27. In light of our conclusion that no unequal access to information OCI arose from CPT's and Booz Allen's performance under other task orders, we find no basis to sustain ASG's protest grounds concerning CPT's higher ratings.

provides a chart in which it attempts to map PWS task areas between the task orders and alleges the chart demonstrates CPT's and Booz Allen's input into the RFQ. Id. SuprTEK contends that the firms provided technical direction or program management for the technical operations support RFQ. SuprTEK Comments & 2nd Supp. Protest at 25-26. For example, SuprTEK maintains that CPT's quotation discusses its prior work under the task order such as its development of a JIOR environment coordinator checklist that is "utilized by all [environment coordinators] for all event life cycle support activities, from initial planning and concept development to event completion." Id. at 26 (quoting AR (SuprTEK), Tab 20A, CPT Final Quotation Revision, at 7). SuprTEK argues that this demonstrates that CPT obtained special knowledge of the agency's requirements and thus had an unfair advantage in the competition that resulted in a biased ground rules OCI. Id.

DISA states that neither CPT nor Booz Allen was involved in the development of the RFQ or its technical requirements. Supp. MOL at 9; Supp. MOL (SuprTEK) at 20; AR Tab 17, OCI Memorandum, at 7. More specifically, DISA states that none of the tasks performed under task order No. -0046, or predecessor task orders involved acquisition planning or work that led to the development of the requirements for the technical operations support RFQ. Id. DISA states that these task orders focused on the planning necessary to build cyber event environments around customer requirements, and did not involve acquisition support for task orders. Supp. MOL at 9-10; Supp. MOL (SuprTEK) at 20; AR, Tab 20, Supp. OCI Memorandum, at 6. DISA also states that, since the program's inception in 2006, all requirements for every task order were developed solely by government personnel. AR, Tab 20A, JIOR Input Regarding OCI Allegations, at 11; Supp. MOL (SuprTEK) at 22. With respect to the technical operations support PWS, the agency states that the technical evaluation team started with the PWS for the predecessor task order (task order No. -0021), which was developed in 2009, several years before CPT was employed as a subcontractor under any of the task orders. Id. Additionally, DISA states that the chart that ASG prepared is factually inaccurate because CPT's and Booz Allen's work under task order No. -0046 did not lead to the development of any of the requirements under the technical operations support RFQ, and the chart relies on very generic task order titles rather than more detailed task descriptions to support ASG's argument. AR, Tab 20A, JIOR Input Regarding OCI Allegations, at 16.

With respect to the JIOR environment coordinator checklist, DISA explains that the checklist provides the environment coordinators a step-by-step methodology for planning an environment and has no connection to any requirement under the current RFQ. Supp. MOL (SuprTEK) at 21; AR (SuprTEK), Tab 31, Supp. OCI Memorandum, at 11. DISA also states that task order No. -0046 does not require the contractors to perform program management of the technical operations support task order and that none of the deliverables prepared by CPT and Booz Allen on task order no. -0046 would have influenced the requirements in the technical operations support task order. Id. at 21-22; AR (SuprTEK), Tab 31, Supp. OCI Memorandum, at 11.

Here, the record does not support the protesters' allegations that either CPT or Booz Allen provided input into the technical operations support RFQ. The protesters have speculated that the awardee's prior and ongoing experience with JIOR would result in an OCI. However, the agency has explained how the PWS for the technical operations support RFQ was developed by government employees and based on a PWS prepared before CPT or Booz Allen performed under a task order. DISA also explained that the work on task order No. -0046 and its predecessor task orders did not lead to the development of any of the requirements for the technical operations support RFQ.

In its supplemental comments, SuprTEK for the first time argues that because CPT and Booz Allen provide systems engineering and technical direction through the development of interconnection security agreements (ISAs) under task order No. -0046, the awardee is ineligible for award under the FAR § 9.505-1 prohibition against awarding a prime contract or subcontract for a system to contractors that provide systems engineering and technical direction, but not overall responsibility for development, integration, assembly and checkout. SuprTEK Supp. Comments, Nov. 29, 2017, at 8.

We dismiss this protest ground as untimely. Under our Bid Protest Regulations, a protest based on other than alleged improprieties in a solicitation must be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2). Where a protester initially files a timely protest, and later supplements it with independent protest grounds, the later-raised allegations must independently satisfy the timeliness requirements, since our Regulations do not contemplate the unwarranted piecemeal presentation or development of protest issues. Neopost USA Inc., B-404195, B-404195.2, Jan. 19, 2011, 2011 CPD ¶ 35 at 6. We view allegations raised for the first time in comments to constitute independent protest grounds if a further response by the agency is needed to adequately review the matter.

Here, SuprTEK knew or should have known from CPT's proposal--which it received on November 3, 2017--of CPT's work with respect to ISAs under task order No. -0046. For example, CPT's proposal states, "[DELETED]." AR (SuprTEK), Tab 20A, CPT Final Quotation Revision, at 23. However, SuprTEK waited until November 29, to specifically argue that CPT's work on ISAs violated FAR § 9.505-1.

### Impaired Objectivity

An impaired objectivity OCI arises where a firm's ability to render impartial advice to the government would be undermined by the firm's competing interests. FAR § 9.505-3; Council for Logistics Research, Inc., B-410089.2, B-410089.3, Feb. 9, 2015, 2015 CPD ¶ 76 at 9. The concern in such impaired objectivity situations is that a firm's ability to render impartial advice to the government will be undermined by its relationship to the product or service being evaluated. Diversified Collection Servs., Inc., B-406958.3, B-406958.4, Jan. 8, 2013, 2013 CPD ¶ 23 at 5.

ASG and SuprTEK argue that CPT's and Booz Allen's performance under the program, planning, and environment operations support task order (task order No. -0046) creates an impaired objectivity OCI. ASG contends that CPT and Booz Allen have an OCI because of the broad range of programming, planning, and budget system activities they perform under task order No. -0046, as well as operational support activities under the incumbent contract. ASG Comments & Supp. Protest at 20-21. ASG also contends that under task order No. -0046, the firms conduct operational environmental assessments, provide acquisition support guidance, and evaluate ongoing JIOR tasks and capabilities, which "could implicate CPT's/Booz Allen's own operational support work, including future requirements the Government (with Booz [Allen's]/CPT's input) might include under the [technical operations support] JIOR support contract here." ASG Supp. Comments at 16. SuprTEK argues that CPT and Booz Allen have an impaired objectivity OCI because the awardee and its subcontractor will review ISAs that CPT and Booz Allen developed under task order No. -0046. SuprTEK Supp. Comments at 13-14.

DISA states that neither CPT nor Booz Allen will be evaluating their own work and therefore no impaired objectivity OCI exists. Supp. MOL at 11. DISA explains that the contracting officer reviewed the tasks performed under task order no. -0046 and the technical operations support RFQ, and obtained input from the JIOR technical staff about the purpose and scope of each task order, as well as how the two task orders relate to each other, and CPT's response to her inquiry. Id.; AR, Tab 20, Supp. OCI Memorandum, at 4. DISA states that the two task orders provide complementary, yet distinct services to the JIOR mission. Supp. MOL at 12. Task order No. -0046 focuses on the planning necessary to build cyber environments in which cyber testing and training activities take place, and the provision of engineers who serve as planners and architects of the cyber environments, receiving customer requirements, then interpreting the requirements via coordination with the customer and capability providers. Id.; AR, Tab 20, Supp. OCI Memorandum, at 6-7. The work to be performed under the technical operations support PWS generally provides the technical operations support required to engineer the solutions planned under task order No. -0046 where the engineers build out the virtual private networks associated with the customer requirements and provide help desk support. Id.; AR, Tab 20, Supp. OCI Memorandum, at 8.

DISA states that the only area in which the two task orders overlap is in the area of security engineering certification and accreditation, in which the contractors review environment ISAs to ensure the accreditation maintenance and information security standards of the JIOR infrastructure are maintained. AR, Tab 20A, JIOR Input Regarding OCI Allegations, at 7, 10, 16. DISA states that, although Booz Allen provided the planners that developed the ISAs based on customer requirements, the review of the ISAs that currently occurs under task order No. -0046 and will occur under the technical operations support task order is a security review that does not evaluate the merit of the planner's technical blueprint or how well the planner performed the task. AR (SuprTEK), Tab 31A, JIOR Input Regarding OCI Allegations, at 1, 7. The agency explains that, instead, the security review is another step in the ISA development process, and that the security reviewer will work with the planner to resolve any issues

identified. AR, Tab 20A, JIOR Input Regarding OCI Allegations, at 7. The agency explains that under both task orders one individual will conduct security engineer reviews of the ISAs, but the two individuals will work on separate ISAs and do not review each other's work. Id. at 10, 17. The agency also explains that the final review of the ISA is performed by a civilian government employee. Id. at 10; AR (SuprTEK), Tab 31A, JIOR Input Regarding OCI Allegations, at 8.

Based on our review of the record, we conclude that ASG has not demonstrated that the contracting officer failed to meaningfully consider whether CPT and its proposed subcontractor, Booz Allen, have an impaired objectivity OCI. The contracting officer and the JIOR technical operations staff reviewed the work performed under Booz Allen's program, planning, and environment operations support task order and the work to be performed under the technical operations support RFQ, and concluded that the firms will not be evaluating their own work, and therefore do not have an impaired objectivity OCI. See AR, Tab 20, Supp. OCI Memorandum, at 2, 4, 10-13; Tab 20A, JIOR Input Regarding OCI Allegations, at 1-12. Where the agency identified an area of possible overlap, the contracting officer and JIOR staff carefully considered the roles under each task order and found that, although the same task would be performed for separate ISAs, it would not result in CPT or Booz Allen reviewing their own work. AR, Tab 20, Supp. OCI Memorandum, at 12-13; Tab 20A, JIOR Input Regarding OCI Allegations, at 10. Given the considerable discretion afforded contracting officers, and the absence of any "hard facts" to the contrary, we have no basis on which to find unreasonable the contracting officer's determination that an impaired objectivity OCI does not arise from CPT's and Booz Allen's prior and ongoing work on other JIOR task orders.

#### Best-Value Tradeoff Analysis

Finally, SuprTEK contends that DISA conducted an unreasonable best-value tradeoff analysis by failing to recognize the value of its lower price and lack of weaknesses and deficiencies in its quotation. SuprTEK Protest at 5. In this regard, SuprTEK maintains that it was unreasonable for DISA to select CPT's higher-rated quotation at a 44 percent price premium. Id. SuprTEK also maintains that the agency failed to give more than a cursory consideration of the merits of SuprTEK's proposal against CPT's proposal.

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for issuance of a task order on a best-value basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. Millennium Corp., Inc., supra, at 7. While agency selection officials may rely on reports and analyses prepared by others, the ultimate selection decision must reflect the selection official's independent judgment. Joint Logistics Managers, Inc., B-410465.2, B-410465.3, May 5, 2015, 2015 CPD ¶ 152 at 6. An agency may select the higher-rated, higher-priced quotation as reflecting the best value to the agency where that decision is consistent with the evaluation criteria and the agency reasonably determines that the technical superiority

of the higher-priced quotation outweighs the price difference. Amyx, Inc., B-410623, B-410623.2, Jan. 16, 2015, 2015 CPD ¶ 45 at 17.

Contrary to SuprTEK's contention, the record demonstrates that the SSA reasonably considered the merits of vendors' quotations in making her best-value determination. Here, CPT's quotation was the highest-priced and highest-rated, SuprTEK's quotation was the lowest-priced with acceptable ratings, and ASG's and two other vendors' quotations also received acceptable ratings. AR, Tab 19, PNM, at 6-7. The SSA reviewed the selection recommendation document, the cost/price report, and that rationale for award recommendation provided by the evaluation team, and independently analyzed the relative merits and underlying advantages of each quotation. Id. at 14. The SSA concurred with the evaluation team's analysis and award recommendation, and concluded that she was willing to pay a premium for CPT's quotation based on the value of CPT's technical/management approach as a result of multiple strengths. Id. The SSA enumerated the strengths identified in CPT's quotation and recognized the benefits of strengths identified in other vendors' quotations. Id. at 14-15. The SSA recognized that SuprTEK's quotation received acceptable ratings and acknowledged the \$16.9 million (44.5 percent) price differential, but concluded that the benefits of CPT's quotation merited the price premium. Id. Although SuprTEK may disagree with the agency's tradeoff decision, the protester has not demonstrated that the agency's judgment was unreasonable or inadequately document.

The protests are denied.

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General Counsel