

**PUBLIC VERSION**

***Office of Dispute Resolution for Acquisition***  
**Federal Aviation Administration**  
**Washington, D.C.**

**FINDINGS AND RECOMMENDATIONS**

**Matter:**                   **Protest of Science Applications International Corporation**  
**Under Solicitation No. DTFAWA-16-R-00024**

**Docket No.: 17-ODRA-00813**

*Appearances:*

For the Protester:                   James J. McCullough, Esq., Michael J. Anstett, Esq.,  
and Anayansi Rodriguez  
of Fried, Frank, Harris, Shriver & Jacobson LLP

For the FAA Program Office:       William J. Selinger, Esq. and Jessica E. Jones, Esq.

For the Intervener:               Holly A. Roth, Esq., Elizabeth Leavy, Esq.,  
Molly Q. Campbell, Esq. and Lindsay A. DeFrancesco  
of Reed Smith, LLP

Science Applications International Corporation (“SAIC”) filed a protest on November 6, 2017 (“Protest”) with the Federal Aviation Administration’s (“FAA”) Office of Dispute Resolution for Acquisition (“ODRA”) against the award of a contract to Tetra Tech AMT (“Tetra Tech”) under Solicitation DTFAWA-16-R-00024 (“Solicitation” or “SIR”). Tetra Tech timely intervened in the Protest.

The Solicitation sought proposals for the Navigation Technical Assistance Contract (“NAVTAC II”) to provide a broad range of services in support of the FAA Navigation Programs Group and the Airspace Services (“PBN”) Office. The support services include engineering support, logistics, software integration and maintenance, training, operations research and analysis requirements development, and business and material management. *Agency Response* (“AR”), Tab 1, SIR § C.1.1.

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The Protest alleges two grounds, the first being that the “FAA unreasonably evaluated SAIC’s technical proposal and therefore improperly downgraded SAIC’s Technical Qualifications evaluation.” *Protest* at 2. More specifically, SAIC alleges that the “FAA improperly assigned a weakness to SAIC’s proposal under the Technical Qualifications factor for purportedly failing to provide a plan for [DELETED]. *Id.* SAIC explains that “SAIC’s proposal used the term [DELETED] and that this single weakness caused SAIC to be “evaluated only as [DELETED] for the most important evaluation factor, whereas, without this weakness, SAIC would have been evaluated as [DELETED] for the Technical Qualifications factor.” *Id.*

SAIC’s second protest ground challenges the Product Team’s best value analysis, asserting that “[b]ut for this single, irrational weakness assigned to SAIC’s technical proposal,” the Product Team “would have evaluated SAIC as the best value offeror ... particularly given that SAIC’s and Tetra Tech’s prices were [DELETED] in that SAIC’s proposal was [DELETED] by \$678,219. *Protest* at 2; *Comments* at 1.

The adjudication of this matter commenced on December 12, 2017, after the parties had determined that a negotiated resolution through Alternative Dispute Resolution (“ADR”) efforts would not be forthcoming. The FAA Program Office filed its Agency Response to the Protest on December 22, 2017, and the Protester and Intervener filed their Comments on January 2, 2018.

The ODRA finds that SAIC has failed to demonstrate the merit of its protest allegations. More specifically, the record shows that the Product Team’s evaluation of SAIC’s technical proposal and assignment of a rating of [DELETED] is consistent with the terms of the SIR and is supported by a rational basis. For the reasons discussed below, the ODRA recommends that the Protest be denied.

### **I. FINDINGS OF FACT**

1. The NAVTAC II Contract was issued by the FAA to support both its legacy and modernized navigation systems throughout a lengthy transition period of the National Airspace System (“NAS”) to a performance based navigation system. Through this

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Contract, the FAA seeks to address “the impact of air traffic growth by increasing capacity and efficiency while improving safety, reducing environmental impacts, and increasing user access to the [NAS]” through the Next Generation Air Transportation System (“NextGen”). AR Tab 1, SIR § C.1.1.

2. The SIR’s Statement of Work states: “Currently, navigation requirements are largely met with legacy, ground-based navigation and lighting systems. [The] FAA has committed to evolve the NAS to Performance Based Navigation (PBN).” AR Tab 01A, § C.1. The SIR generally describes the requirement as one “for professional services covering areas such as engineering support, logistics, software integration and maintenance, training, operations research and analysis, requirements development and analysis, and business and material management.” *Id.* at § C.1.1.
3. The purpose of the contract is described as follows:

The NAVTAC II support Contractor will assist the Navigation Programs Group and Airspace Services Offices in their joint mission to provide safe, cost-effective position, navigation, and timing services to meet the operational needs of current and future aviation customers that operate in the NAS. PBN is a key element of the NextGen plan to modernize the NAS. To achieve NextGen goals, FAA is implementing new PBN routes and procedures that leverage emerging space-based technologies and enhanced aircraft navigation capabilities.

AR Tab 01A, § C.1.1.<sup>1</sup>

### **A. The Solicitation**

4. The SIR was issued on October 27, 2016 and amended three times. AR Tab 1C.
5. The SIR contemplates the award of a single Indefinite Delivery, Indefinite Quantity (“IDIQ”) contract with all services provided under the contract purchased through the issuance of Task Orders (“TOs”) with Time and Materials, Labor-Hour, or Firm Fixed

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<sup>1</sup> SIR Section C.1.1 refers to “Airspace Services Offices” also as the “PBN Office.” *Id.*

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Price (“FFP”) components. AR Tab 1, SIR § B.2. The period of performance consists of a five (5) year base ordering period and two (2) one-year optional ordering periods. AR Tab 1, SIR § B.3.

6. The SIR contemplated that TOs issued during the ordering periods could have vastly different quantities and labor categories, but that the aggregate value of all TOs issued against the Contract would not exceed \$356,067,981.00 for all years. AR Tab 1, SIR § B.4.

7. With respect to the offerors’ preparation of their proposals, the SIR informs offerors that:

General statements that the Offeror understands the requirements of the work to be performed or simple rephrasing or restating of the FAA’s requirements will not be considered adequate and will result in lower evaluation scores or may be cause for rejection of the proposal.

AR Tab 1, SIR § L.4(b).

8. With respect to the offerors’ preparation of their proposals, the SIR also informs offerors that:

It is the Offeror’s responsibility to ensure the completeness of its proposal. The evaluation of proposals will be conducted on the basis of the information contained in the written proposal. The government will not assume that an Offeror possesses any capabilities not specified in the proposal.

AR Tab 1, SIR § L.4(c).

9. SIR Section L contains instructions to offerors regarding the preparation of proposals to be submitted in six separate volumes. AR Tab 1, SIR § L.6.1. Additionally, Section L provides detailed instructions for the preparation of each proposal volume. *Id.* at SIR § L.6.2. In pertinent part, this section included instructions for the submission of Task Order Proposals in Part B of Volume 1, stating:

Following the Task Order Ordering procedures outlined in Section G.5.2, the contractor is hereby requested to submit a technical and staffing

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approach for each Statement of Work (SOW) provided as Attachment (s)J-6a- J-6d. The technical approach and staffing proposals shall be submitted as separate, stand-alone documents.

- Technical approach shall describe Offeror's knowledge and understanding of the requirements as outlined in the task order request. The technical proposal shall identify the methodology and analytical techniques the Offeror will use to fulfill the technical requirements.

AR Tab 1, SIR § L.6.2.1.2.<sup>2</sup>

10. SIR Section M.2 sets forth general information as to how proposals will be evaluated and cautions offerors "to submit their best offer with the initial proposal." AR Tab 1, SIR § M.2.

11. Section M.3 provides for a method of award based on a technical/price best value tradeoff, stating:

This acquisition is being conducted in accordance with the FAA's Acquisition Management System (AMS) and will utilize a Best Value Approach for selecting an Offeror for award. The Best Value Approach is a method of selecting the proposals based on identifying the offer representing the greatest value to the Government as determined by the combined outcomes of the individual volume ratings and their relative order of importance as defined in Section M.4. This approach provides the opportunity for a technical/price trade-off and does not require that the awards be made to either the Offeror submitting the highest rated technical proposal or the Offeror submitting the lowest prices, although the ultimate award decision may be to either of these Offerors.

AR Tab 1, SIR § M.3.

12. Section M.4 describes how proposal submissions will be evaluated, based on evaluation factors listed in descending order of importance:

- (1) Technical Qualifications (Volume I)
- (2) Management Approach (Volume II)
- (3) Past Performance (Volume IV)

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<sup>2</sup> SIR Section L.6.1 specified a page limit of 80 pages for Volume I, Technical Qualifications, Part B – Task Order Proposals. AR Tab 1, Table L-2. Proposal Volume Requirements.

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(4) Small Business (SB) and Small Disadvantaged Business (SDB) Participation  
(Volume V)

(5) Price (Volume III) (Not Rated)

(6) Miscellaneous (Volume VI) (Not Rated)

AR Tab 1, SIR § M.4.

13. Section M.4 further provides that the “non-price factors, when combined, are more important than price” and as “the difference among Offerors in the non-price evaluation results decreases, the Price Proposal evaluation results become more important.” *Id.*<sup>3</sup>

14. The evaluation approach is described in Section M.5, which provides in part, “Evaluators will identify strengths, weaknesses, and risks relative to the evaluation factors in Section M.6. Based upon the strengths, weaknesses, and risks identified, evaluators will assign adjectival ratings to the associated sub-factor or factor. For those factors that have sub-factors, the sub-factor ratings will be used to determine the factor rating.” *Id.*, §SIR M.5.

15. Section M also provides definitions for evaluating features of a proposal that present a Strength, Weakness and/or Risk. In pertinent part, a Strength is defined as “[a]n aspect of a proposal that would positively impact performance of the resulting contract, exceed the minimum requirements, or otherwise benefit the Government ... [or an] area that exceeds the requirements stated in the statement of work ... [and] may contain enhancing features that provide supply or service above and beyond what is called for that benefit the Government.” AR Tab 1, SIR § M.5; Table M-1.

16. The SIR defines a Weakness as “[a]n aspect of a proposal that would negatively impact performance of the resulting contract, fail to meet the minimum requirements, or otherwise harm the government ... [and includes a] flaw that increases the risk of unsuccessful performance. A weakness is also an omission from the Offeror’s proposal that contributed

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<sup>3</sup> In addition, Section M.4 also indicates that the Small Business Subcontracting Plan evaluation results would be used to establish the offeror’s commitment to the participation of small businesses in the NAVTAC contract, but would not factor into the best value tradeoff analysis. Likewise, the miscellaneous documents in Volume VI would not be evaluated and also have no bearing on the best value tradeoff analysis. *Id.*

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to a deficiency in meeting the evaluation criteria or is otherwise a shortcoming of the proposal that has the potential to degrade contract performance. A weakness may be correctable through discussions and revisions.” *Id.*

17. Section M.7 provides adjectival ratings for evaluating the factors and sub-factors and for determining the overall adjectival ratings. In pertinent part, a rating of Excellent means that “[t]he Offeror’s proposal contains numerous strengths and **no weaknesses.**” AR Tab 1, SIR § M.7. (emphasis in original). A rating of Good means that a “[p]roposal contains numerous strengths and no more than two weaknesses that can be easily corrected, indicating the proposed effort will benefit the Government. **Strengths offset weaknesses.**” *Id.*

18. Sections M.6.1.1 and M.6.1.2 of the SIR provide for a two-part evaluation with respect to Factor I, Technical Qualifications, i.e., Part A – Team Qualifications and Part B – Task Order Proposals. AR Tab 1, SIR § M.6.1 and 2.

19. The instant Protest challenges a weakness assigned relative to the evaluation of a Task Order Proposal under Part B of Factor I, Sub-factor 1.1: Knowledge of FAA Operating Environment. In this regard, the SIR provides:

The Government will evaluate the Offeror’s ability to perform the Statements of Work provided as attachments J6A-J6D to the SIR. The Task Order includes a collection of current requirements under the resultant contract. The Government will evaluate the Task Order Proposals to assess the Offeror’s technical understanding of the task requirements and proposed approach to managing the effort. In conducting the evaluation, the Government will be seeking to determine the overall extent to which the Offeror fully understands the technical requirements of the tasks and demonstrates a capability to quickly, effectively, and efficiently perform the tasks described.

The contractor’s response to the Task Order is set forth in Section G.5. All assumptions, conditions, qualifications, and exceptions to the terms and conditions must be explicitly stated in the proposal and may be evaluated in terms of demonstrating the Offeror’s technical understanding of the requirement and capability to perform. The evaluation of the Task Order

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Proposals will be based on the Government's overall assessment of its strengths, weaknesses and deficiencies.

AR Tab 1, SIR § M.6.1.2.

20. With regard to SAIC's Task Order Proposal for attachment J6B, which was the one that was evaluated to have a weakness, the SIR provides:

This Task Order includes support to the Performance Based Navigation (PBN) Programs & Policy Group (PPPG), AJV-14, Airspace Policy & Regulations Group, AJV-11, Airspace Services Business Support Group, AJV-17 and Air Traffic Organization (ATO) Service Center (SC) Operations Support Groups (OSGs) AJV-E2, AJV-C2, and AJV-W2. For the purposes of this Task Order PBN is defined as assisting with the project co-leads with the day-to-day project management for developing and implementing Area Navigation (RNAV), PBN Routes defined as Standard Terminal Arrival (STAR), Standard Instrument Departures (SIDs), Required Navigation Performance (RNP) and Q/T and TK routes.

The contractor must provide support to include the activities, products and deliverables associated with the achievement of program milestones required by the AJV-14, AJV-11, AJV-17 and/or OSGs. The Contractor must provide technical, analytical, and program management support to achieve the requirements of this SOW. The contractor must furnish and make available all personnel and services necessary to assist the AJV-14, AJV-11, AJV-17 and OSGs in accomplishing their mission ....

AR Tab 1, SIR attachment J6B.

### **B. The Evaluation Process and Source Selection**

21. SAIC submitted its proposal in response to the SIR on December 20, 2017. *Protest* at 11. The FAA sought clarifications concerning SAIC's proposal on January 27, 2017. *Protest* at 12, Ex. K. On February 2, SAIC submitted written responses to the FAA's request for clarification. *Id.*, Ex. L.
22. In relevant part, the Source Evaluation Board ("SEB") report set forth the results of the evaluation for SAIC and Tetra Tech as follows:

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<b>Offeror</b>	<b>Factor 1 Technical Qualifications</b>	<b>Factor 2 Management Approach</b>	<b>Factor 3 Past Performance</b>	<b>Factor 4 Small Business (SB) and Small Disadvantaged Business (SDB) Participation</b>
B [SAIC]	[DELETED]	[DELETED]	[DELETED]	[DELETED]
C [Tetra Tech]	Excellent	Good	Acceptable	Acceptable

AR Tab 9, page 3.

23. The Technical Evaluation Team (“TET”) rated SAIC’s overall technical qualifications for Factor 1 as [DELETED], identifying [DELETED] weakness and [DELETED] (the [DELETED] were not factored into the rating determination). AR Tab 5 at 13.

24. The weakness that the TET identified concerned SAIC’s Task Order Proposal for Factor 1, Part B, Sub-factor 1.4: Task Order J-6b Airspace Services (AJV-1), PBN Programs & Policy (AJV-14). AR Tab 5 at 18. The TET found that SAIC’s technical approach did not “specifically explain a plan [DELETED], which present challenges that can add risk to the program.” *Id.* In this regard, the TET stated:

[SAIC’s] technical approach for [DELETED] included detailed explanations of [DELETED] but the current [DELETED] requirement also includes [DELETED], which [SAIC] ... does not sufficiently address in its proposal.

*Id.*

25. The SEB recommended award to Tetra Tech [Offeror C] based on the following analysis:

[DELETED]

AR Tab 9, p. 17.

26. The Source Selection Official (“SSO”) independently reviewed the evaluation results, finding the ratings for each offeror to be well documented and taking no exception to their findings. In deciding to award to Tetra Tech, the SSO stated: “Based on Offeror C’s

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technical evaluation merits and total proposed cost, Offeror C in my independent judgment is determined to be the best value with a high likelihood of successful performance.” *AR* Tab 10A. On August 22, 2017, SAIC was informed of the award decision. *AR* Tab 11.

27. On August 22, 2017, the Product Team notified SAIC that the contract had been awarded to Tetra Tech. *AR* Tab 11. The notification of award indicates that if all options are exercised, the total contract value would be \$356,067,981.00. *Id.*
28. SAIC requested a debriefing on August 22, 2017. *AR* Tab 12. SAIC’s request for a debriefing “went unanswered.” *Protest at 2.* On October 4, 2017, the FAA notified SAIC a second time that the contract had been awarded to Tetra Tech and SAIC again requested a debriefing. *Protest at 12, Ex. C.* On October 10, 2017, SAIC formally reiterated its request for a debriefing and submitted questions concerning the award decision and redacted source selection documents provided by the Product Team. *Protest at 3; AR* Tab 12.
29. On October 18, 2017, the Product Team took corrective action regarding the price evaluation, after receiving the written debriefing questions submitted by SAIC. *Protest at 3; AR* Tab 10B.
30. The SSO performed a new best value determination without considering the dollar value of certain FFP Contract Line Item Numbers (“CLINs”) relative to the costs of Program Management and the Lease. *AR* Tab 10B. The SSO issued a corrected memorandum on October 18, 2017 in which the SSO removed the dollar value of the FFP CLINS from consideration. *Id.* Again, the SSO found that Tetra Tech was the best value based on: the fact that Tetra Tech had a higher-rated technical approach than SAIC; Technical was the most important factor; SAIC had a higher Total Evaluated Price than Tetra Tech; and SAIC’s price proposal presented [DELETED] that the FAA was not willing to accept. *Id.*
31. On October 30, 2017, the Product Team provided a debriefing to SAIC. The debriefing disclosed the following evaluation results for SAIC and the awardee, Tetra Tech:

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<b>Offeror</b>	<b>Technical Qualifications</b>	<b>Management Approach</b>	<b>Past Performance</b>	<b>Small Business Participation</b>	<b>Price</b>
<b>SAIC</b>	[DELETED]	[DELETED]	[DELETED]	[DELETED]	[DELETED]
<b>Tetra Tech</b>	Excellent	Good	Acceptable	Acceptable	[DELETED]

*Protest at 12, Ex. M; AR Tab 9.*

32. SAIC filed the subject protest on November 6, 2017.

## **II. DISCUSSION**

### **A. Burden and Standard of Proof**

As the Protester in this matter, SAIC bears the burden of proof, and must demonstrate by substantial evidence (i.e., by the preponderance of the evidence), that the challenged decision of source selection officials failed in a prejudicial manner to comply with the Acquisition Management System (“AMS”). *Protest of Adsysstech, Inc.*, 09-ODRA-00508. Under AMS, source selection decisions must be supported by a “rational basis.” *AMS Policy* § 3.2.2.3.1.2.5. Where the record demonstrates that the decision has a rational basis and was not arbitrary, capricious or an abuse of discretion, and was otherwise consistent with the AMS, the evaluation plan, and the award criteria set forth in the underlying solicitation, the ODRA will not substitute its judgment for that of the designated evaluation and source selection officials. *Adsysstech, supra* (citing *Protest of Ribeiro Construction Company, Inc.*, 08-TSA-031).

### **B. Discussion**

In this Protest, SAIC challenges a single weakness assigned to its technical proposal under Factor 1, Part B, Sub-factor 1.1, attachment J6b. Under the evaluation criteria of the SIR, SAIC’s assignment of a weakness precluded it from receiving a rating of [DELETED] for Factor 1. *FF* 17. Had SAIC received a rating of [DELETED] for Factor 1, its technical proposal arguably would have been superior to that of Tetra Tech and the SSO would have had to conduct a price technical trade-off between SAIC’s proposal and Tetra-Tech’s lower priced proposal. *FFs* 11, 12 and 13.

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With respect to this weakness, SAIC alleges that the Product Team: (1) failed to evaluate its proposal in a manner consistent with the stated evaluation criteria; (2) failed to consider relevant and responsive information in its proposal; and (3) conducted a flawed best-value analysis due to its failure to evaluate non-price factors properly. *Protest* at 13-17; 20-21.

In response, the Product Team asserts that “SAIC makes an assumption that it would have received [DELETED] rating if not for the weakness assigned [to its technical volume] and that it would have received the award despite having a [DELETED] price.” *AR* at 5. The Product Team further argues that it conducted a “thoughtful and thorough evaluation of all proposals that was in compliance with SIR evaluation criteria.” *AR* at 5.

### **1. Technical Scoring**

The purpose of the SIR was to procure support services to “assist the Navigation Programs Group and Airspace Services Offices” and PBN support was a key component of the overall contract requirements. *FFs* 2 and 3. SIR Section M provides for an evaluation that specifically assesses the offeror’s technical capabilities to support PBN requirements. *FFs* 9, 19 and 20. This assessment includes an evaluation of a Task Order Proposal to support the “Performance Based Navigation (PBN) Programs & Policy Group (PPPG), AJV-14, Airspace Policy & Regulations Group, AJV-11, Airspace Services Business Support Group, AJV-17 and Air Traffic Organization (ATO) Service Center (SC) Operations Support Groups (OSGs) AJV-E2, AJV-C2, and AJV-W2.” *FF* 20. The Statement of Work (“SOW”) for this Task Order is set forth in attachment J6B (“PBN Task Order”). *FF* 19.

The requirements of the PBN Task Order are to provide “technical, analytical and program management support” to assist “project co-leads with the day-to-day project management for developing and implementing Area Navigation (RNAV), PBN Routes defined as Standard Terminal Arrival (STAR), Standard Instrument Departures (SIDs), Required Navigation Performance (RNP) and Q/T and TK routes.” *FF* 20. The PBN Task Order proposal would be evaluated to “assess the Offeror’s technical understanding of the task requirements and proposed approach to managing the effort.” *FF* 19. In part, the evaluators would “be seeking to determine the overall extent to which the Offeror fully understands the technical requirements of the tasks” as they are identified in attachment JB6’s SOW. *Id.*

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The record shows that the SOW for the Task Order at issue identified specific subtasks required in support of the discrete activities that comprise PBN Design & Development. *FF* 20. These subtask activities included: “Track type and hours of PBN route work based on the sub-category of work” and “[i]dentify, coordinate, and document issues concerning transition to PBN routes.” *AR* Tab 1, SIR attachment J6B, 2.2.1.4.1a. Another included: “[p]rovide data, identify, assess, and propose resolution to existing or potential issues and problems with PBN Route implementations ... [areas which] may include the impact to air traffic control (ATC) automation systems and services, communications systems and services, facility systems and services, navigation and landing systems and services, environmental issues, surveillance systems and services, and weather systems and services.” *Id.* at 2.2.1.4b.

Contrary to SAIC’s allegation, the Product Team assigned it a weakness not for “failing to provide a [DELETED] plan for [DELETED]” but rather because SAIC’s technical approach did not “specifically explain a plan to [DELETED].” *Protest* at 2; *FF* 24 (emphasis added). In particular, the TET found SAIC’s treatment of [DELETED] to be insufficiently addressed. *FF* 24.

In its Protest, SAIC argues that the weakness is unsupported by the substance of its proposal and points to places where SAIC discussed [DELETED]. *Protest* at 15. In this regard, SAIC contends that the language in attachment JB6, the PBN Task Order, defines the term [DELETED]. *Protest* at 14; *FF* 20. SAIC essentially argues that this “definition” obviated the need for it to address more specifically the requirements as they related to [DELETED].

Even so, SAIC identifies various places in its proposal where it references [DELETED] which it argues encompass [DELETED]. *Id.* SAIC also contends that the proposal contained at least 8 references to [DELETED] and 4 references to [DELETED], which described its knowledge of and experience with these activities, and that these references also addressed associated processes, approaches and design knowledge. *Id.* SAIC further notes that it “expressly called out [DELETED] in its proposal and articulated its understanding of [DELETED].” *Id.*

The ODRA’s review of the record confirms that the TET had a rational basis for finding that SAIC failed to provide a sufficiently detailed response with respect to [DELETED] in the PBN Task Order. The record shows that SAIC’s PBN Task Order proposal primarily refers to the required

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activities, products and deliverables in a generic sense, e.g. [DELETED]. AR Tab 2, SAIC Proposal, Vol. I, Part B at B-24-36 (including Figures B.2.1.1.2-1 and B.2.1.1.2-2).

While the record shows that the TET found SAIC's proposal sufficiently addressed its plan for design, development and implementation of certain [DELETED], it did not find that SAIC's more specific treatment of [DELETED] similarly extended to other [DELETED] identified in the PBN Task Order SOW. FF 24. For example, statements in SAIC's proposal such as "[DELETED]" can rationally be viewed as not conveying a specific plan. *Id.* at B-34. The record further indicates that the TET considered SAIC's description of the various phases for [DELETED] but likewise did not consider those descriptions to "demonstrate a plan to [DELETED]." *Comments*, Ex. A at 4, Debriefing.<sup>4</sup>

The record shows that the SIR's references to [DELETED] define the scope of the SOW in terms of all activities, products and deliverables for which the Navigation Programs Group and Airspace Services Offices are responsible. FF 20. Moreover, the SIR instructed offerors to provide their best offers in the initial proposal and were instructed to demonstrate knowledge and understanding and technical capability to support the requirements of the SOW, and more specifically their "Knowledge of FAA Operating Environment." FFs 10 and 19. The proposal instructions also instruct offerors to present a technical approach in a stand-alone document that identifies methodologies and analytical techniques to be used to fulfill the requirements. FF 9. The SIR further provides that general statements regarding the offeror's understanding would be considered inadequate and that capabilities not specified in the written proposal would not be assumed or evaluated. FFs 7 and 8.

SAIC is responsible for the manner in which it chose to describe its technical capabilities within the parameters specified in the SIR. FF 9, F.N 1. The ODRA notes that even if SAIC chose to use the term [DELETED] to refer collectively to all the identified requirements in lieu of discussing each one individually, that fact was not identified explicitly in its proposal. *Id.*; FF 19

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<sup>4</sup> During SAIC's debriefing, the Product Team explained that: "Although the document states [DELETED]." *Id.* Generally, the ODRA accords greater weight to contemporaneous evaluation and source selection materials but is not precluded from considering post-protest explanations that provide a detailed rationale for contemporaneous conclusions as such explanations can simply fill in previously unrecorded details. *Protest of Team Clean, Inc.*, 09-ODRA-00499.

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and 20. Even so, the TET would have been unable to evaluate SAIC's plan for and capabilities relative to [DELETED], specifically, without making assumptions.

It is well established that the offeror bears the responsibility for clearly presenting in its proposal the necessary information and degree of detail required by the SIR. *Protest of Royalea 'L Aviation Consultants*, 04-ODRA-00304 (citing *Protest of International Services, Inc.*, 02-ODRA-00224). *Protest of Affiliated Movers*, 10-ODRA-00526 ("The responsibility to fully and accurately provide the information required by a solicitation in a clear manner is the responsibility of the offeror.") Moreover, the evaluation of proposals is "inherently a judgmental process which cannot accommodate itself to absolutes," and the TET has broad discretion in evaluating proposals, provided that their conclusions are rational, consistent with the SIR and supported by substantial evidence. *Protest of Information Systems & Networks Corporation*, 99-ODRA-00116 (citing *Washington Consulting Group Inc.*, 97-ODRA-00059).

The weakness at issue pertains to the extent to which SAIC fully understood the overall technical requirements of the SIR. *FFs* 19 and 24. The ODRA finds that the TET's assignment of a weakness is consistent with the SIR evaluation criteria inasmuch as lack of detail regarding all routes encompassed in [DELETED] could be viewed as a shortcoming that has potential to degrade and negatively impact performance. *FF* 16. The ODRA therefore finds the assignment of this weakness to be supported by substantial evidence and to have rational basis.

Although SAIC contends that it should have received [DELETED] rating for this Factor, the ODRA views SAIC's arguments with respect to the weakness to reflect mere disagreement with the TET's conclusions in this regard. Moreover, the terms of the SIR preclude SAIC from being rated [DELETED] for Factor 1. *FF* 17 ("[R]ating of [DELETED] means ... [DELETED]."). It is well established that a protester's mere disagreement with an Agency action or decision does not, by itself, provide a sufficient basis for sustaining a bid protest. *Protest of Carahsoft Technologies Corporation and Avue Technologies Corporation*, 08-TSA-034 citing *Protest of Northrop Grumman Systems Corporation*, 06-ODRA-00384.

SAIC has not shown substantial evidence that the TET failed to consider all the information in its Technical Proposal and that the Product Team's assignment of a weakness and rating of

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[DELETED] rather than [DELETED] for Factor 1 was inconsistent with the SIR or lacked a rational basis. The ODRA views these arguments as mere disagreement and not as evidence of irrationality. *Protest of Optical Scientific, Inc.*, 06-ODRA-00374. Where the evaluation officials' interpretation is reasonable given the information presented, additional arguments, explanations or information provided after the award decision do not matter; rather, the issue is whether the evaluation was rational at the time it was made based on the information that the evaluators had in front of them. *Protest of The Dayton Group, Inc.*, 06-ODRA-00385.

### **2. Best Value Determination**

In “best value” procurements, so long as the evaluators exercise reasonable judgment and make source selection decisions in consonance with the FAA's AMS and the underlying solicitation's specified evaluation and award criteria, the ODRA will not substitute its judgment for theirs. *Protest of The Dayton Group, Inc.*, 06-ODRA-00385. SAIC has failed to demonstrate that its [DELETED] rating for the first, most heavily weighted evaluation Factor 1 was improper. It therefore cannot demonstrate that the SSO's best value determination to award to the highest rated, lower priced offeror lacked a rational basis, was arbitrary or capricious or represented an abuse of discretion. *FFs 11, 12, 13 and 21.*

### **III. CONCLUSION**

In accordance with the foregoing, the ODRA recommends that the grounds raised in SAIC's Protest be denied in its entirety.

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Marie A. Collins  
Dispute Resolution Officer and Administrative Judge  
FAA Office of Dispute Resolution for Acquisition