G A O
Accountability * Integrity * Reliability

Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

DOCUMENT FOR PUBLIC RELEASE
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: Raymond Associates, LLC

File: B-299496; B-299496.2

Date: May 29, 2007

Scott M. Heimberg, Esq., Thomas P. McLish, Esq., Mark J. Groff, Esq., and Lauren R. Bates, Esq., Akin Gump Strauss Hauer & Feld LLP, for the protester.
John S. Pachter, Esq., Jonathan D. Shaffer, Esq., Mary Pat Gregory, Esq., and Kathryn T. Muldoon, Esq., Smith Pachter McWhorter PLC, for Aegis Defence Services, Limited, an intervenor.
LTC David Newsome, Jr., Department of the Army, for the agency.
Peter D. Verchinski, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency's source selection decision was based on improper averaging of evaluation ratings is denied where record shows that award decision was not based on ratings alone.

2. Protest that agency should have ranked protester's proposal more highly under technical evaluation factor due to its past performance as incumbent is denied where solicitation included separate past performance evaluation factor, and did not provide for considering past performance under technical factor.

3. Protest that agency improperly credited awardee's proposal with strength for a [DELTED] is denied where [DELETED] was reasonably related to stated evaluation factors.

DECISION

Raymond Associates, LLC protests the Department of the Army's award of a contract to Aegis Defence Services, Limited under request for proposals (RFP) No. W91GYO-07-R-0007, for personal security services in support of the Multinational Security Transition Command in Iraq. Raymond challenges the Army's evaluation of proposals and resulting source selection.

We deny the protest.

The RFP, issued on November 14, 2006, contemplated the award of a fixed-price, indefinite-delivery, indefinite-quantity contract for a 6-month base period, with three 6-month options, to provide personal security details for up to 5 principals in Iraq. Award was to be made to the offeror submitting the proposal representing the "best value" to the Army, as determined under three evaluation factors: past performance, technical capability, and price. Past performance was significantly more important than technical capability, and the two combined were significantly more important than price. RFP at 41.

Offerors were required to submit proposals in three volumes, one corresponding to each of the evaluation factors. RFP at 38. The past performance volume was to include information regarding five references, the technical capability volume was to address five specific areas: simultaneous high-quality security and force protection; work plan and mobilization; key personnel and manning; security clearances; and stability continuity and reliability;[1] and the price volume was to include line item pricing. RFP at 38-40. Proposals were to receive adjectival ratings (exceptional, good, satisfactory, marginal, or unsatisfactory) under the past performance and technical capability factors.

The agency received 13 proposals. After rejecting 1 proposal as late, the Army evaluated the remaining 12, including Raymond's and Aegis's. For the purpose of evaluating technical capability, the agency composed a source selection evaluation board (SSEB), which evaluated Raymond's and Aegis's proposals under the technical capability factor (as relevant to this protest) as follows:

Technical Capability (SUBFACTOR RATINGS)	**Raymond**	**Aegis**
SIMULTANEOUS HIGH QUALITY SECURITY/FORCE PROTECTION		
Provide simultaneous high quality security and force protection support (24/7) for up to five principles	Good	Exceptional
(a) during routine, normal business	Good	Good
(b) during transit and temporary duty	Exceptional	Exceptional
(c) during off-duty/leisure	Satisfactory	Satisfactory
(d) during crisis and unexpected situations	Satisfactory	Good
Overall:	**Satisfactory**	**Good**
WORK PLAN & MOBILIZATION		
Overall:	**Good**	**Good**
KEY PERSONNEL, MANNING, AND CLEARANCES		
SECURITY CLEARANCES		
Overall:	**Exceptional**	**Good**
STABILITY, CONTINUITY, AND RELIABILITY		
Overall:	**Exceptional**	**Exceptional**
Overall Technical Capability Rating:	**Good**	**Good**

[1] The RFP did not label these areas as subfactors, but they were evaluated as such; accordingly, we discuss them as subfactors.

Agency Report (AR), Tab 27, 28. In addition to its good technical capability rating, Raymond's proposal received an excellent past performance rating, and offered a price of $21,872,642. Aegis's proposal likewise received an excellent past performance rating in addition to its good technical capability rating, and offered a price of $13,976,661. The agency determined that Aegis's proposal represented the best value based on its lower price.

Raymond challenges the evaluation and award on several grounds. We have considered all of Raymond's arguments and find that they afford no basis to sustain the protest. We discuss Raymond's most significant arguments below.

RAYMOND'S TECHNICAL CAPABILITY EVALUATION

Averaging of Adjectival Ratings

Raymond challenges the agency's evaluation of its proposal as only satisfactory under the Simultaneous High Quality Security and Force Protection subfactor under the technical capability factor. Specifically, Raymond contends that its rating was based on an incorrect averaging of its adjectival ratings of good, good, exceptional, satisfactory, and satisfactory for the five elements comprising the subfactor (see chart above). Raymond maintains that the ratings reasonably should have been averaged into an overall good rating for the subfactor. Had its proposal received a good rating under this subfactor, Raymond continues, it would have had two good ratings and two exceptional ratings for the four subfactors, which reasonably could have been averaged into an overall excellent rating for the technical capability factor; since Aegis's proposal was rated only good under this factor, Raymond concludes, its own proposal may have been found to be the best value.

Raymond attaches unwarranted weight to the adjectival ratings. Such ratings are not binding on the source selection official, but, rather, serve only as a guide to intelligent decision making. Chapman Law Firm, LPA, B-293105.6 et al., Nov. 15, 2004, 2004 CPD ¶ 233 at 5. The record demonstrates that the Army's comparison of the proposals and award decision were based not on a mechanical averaging of the ratings, but on the underlying qualitative merits of the proposals.[2] AR, Tab 31. In this regard, the SSEB report contains a paragraph (consistent with the chart above) explaining in narrative form reasons for the adjectival ratings received by each proposal,[3] and the evaluated strengths, weaknesses, and deficiencies for each

[2] As required by Federal Acquisition Regulation (FAR) § 15.308.

[3] For example, the awardee's proposal received a good rating under the Simultaneous High Quality Security and Force Protection subfactor due to its exceptional ratings for high quality security and force protection support 24/7 for up to 5 principals, and protection during transit and temporary duty.

proposal. AR, Tab 29, at 6-7.[4] The report identifies four specific strengths, and no weaknesses or deficiencies, for Raymond's proposal. Id. It was with reference to this report, not merely the adjectival ratings, that the source selection authority (SSA) made the award decision. There is no indication in the source selection decision document, or elsewhere, that the SSA followed a methodology of averaging factor and subfactor ratings to arrive at an overall rating. Rather, the record shows that the award decision took into account the specific strengths of the proposals, and did not mechanically adopt the SSEB's adjectival ratings. On this record, there is no reason to conclude that arriving at a different average adjectival rating--good rather than satisfactory--for the first technical capability subfactor would have had any effect on the award decision. Chapman Law Firm, LPA, supra.[5]

Satisfactory Subfactor Ratings

Raymond maintains that the satisfactory ratings its proposal received under the "during off-duty leisure" and "during crisis and unexpected situations" categories under the Simultaneous High Quality Security and Force Protection subfactor are unreasonable when compared to Aegis's ratings for those categories (satisfactory and good, respectively). In this regard, Raymond asserts that its proposal provided specific information concerning these categories, while Aegis's was "vague and non-committal." Protester's Comments, Apr. 5, 2007, at 11.

The evaluation of technical proposals is a matter within the agency's discretion, since the agency is responsible for defining its needs and the best methods for

---

[4] This area of the SSEB report states that Raymond's technical proposal resulted in a team consensus satisfactory rating for the technical capability factor, rather than the good rating the record shows the proposal actually received. AR, Tab 29, at 7. It appears that this error did not prejudice the protester, as both the source selection decision document and other areas of the SSEB report accurately reflect that Raymond's proposal received a good rating under the technical capability factor. AR, Tab 29, at 6; Tab 31, at 17.

[5] Raymond asserts that the individual SSEB member ratings under various subfactors were averaged improperly. For example, Raymond asserts that it was improper for the agency to average two individual ratings of exceptional with two good ratings assigned by the other two evaluators into an overall score of exceptional, while averaging the same ratings for Raymond into an overall rating of good. This argument is without merit. A consensus rating need not be the same as the initial ratings assigned by the individual evaluators, since the final rating may be arrived at after discussions among the evaluators. I.S. Grupe, Inc., B-278839, Mar. 20, 1998, 98-1 CPD ¶ 86 at 5-6. Consequently, the fact that the SSEB reached different consensus ratings for the two offerors despite their identical individual evaluator ratings does not provide a basis to challenge the award.

accommodating them. U.S. Textiles, Inc., B-289685.3, Dec. 18, 2002, 2002 CPD ¶ 218 at 2. In reviewing a protest against an agency's evaluation of proposals, we will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. See Shumaker Trucking & Excavating Contractors, Inc.. B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. A protester's disagreement with the agency's judgment does not establish that the evaluation was unreasonable. Hanford Envt'l. Health Found., B-292858.2, B-292858.5, Apr. 7, 2004, 2004 CPD ¶ 164 at 4.

The evaluation in these areas was reasonable. Regarding "off duty/leisure," Raymond's proposal explained where its team would be billeted in relation to certain principals' billeting, and that the principals were able to request assistance if necessary in their billets. AR, Tab 5, at 14. Aegis's proposal stated that "the coverage would depend on the security of the location and the preferences of Principal." AR, Tab 8, at 24. Given these limited responses by both offerors (Raymond's proposal contained no other information regarding security during off duty or leisure periods), we see nothing unreasonable in the agency's determination that both were satisfactory.

Regarding "crisis and unexpected situations," Raymond's proposal contained no specific paragraph or section addressing this element of the subfactor. In its protest, Raymond asserts that there were procedures laid out elsewhere in its proposal (including a description of [DELETED]) explaining what it would do in the event of an attack when the principals are in their offices, off duty in their billets, and while in transit; however, it does not specify the areas of its proposal where this information was located. Protester's Comments, Apr. 5, 2007, at 11. In contrast, Aegis's proposal specifically addressed the "crisis and unexpected situations" element. While, as the protester points out, Aegis's proposal contained a general paragraph stating that, during crises or unexpected situations, the response will depend on the location, AR, Tab 8, at 24, it also included outlines of tactics and procedures to be used during crises/extreme conditions (in addition to other situations), with a detailed explanation of how Aegis would respond in certain situations. AR, Tab 8, at 19-24. The protester points out that these procedures are limited to transit situations; however, Aegis's proposal nevertheless appears to have included a greater amount of information than Raymond's specifically addressing this area. We thus find nothing unreasonable in the agency's rating Aegis's proposal good and Raymond's merely satisfactory in this area.

Probability of Success

Raymond argues that it was unreasonable for the agency to ignore the firm's past performance when assessing its probability of success, which it argues was

encompassed by the technical capability evaluation factor.[6] Raymond asserts that its "ongoing technical excellence" demonstrates that "there is a high probability for success and almost no risk" that it would fail to perform, as required for an exceptional rating under the technical capability factor. Protester's Comments, Apr. 5, 2007, at 7. Given its "proven ability to perform," the protester asserts, the agency should be required to set forth a specific reason for rating its proposal as merely good under the technical capability factor. Id. at 6-7.

This argument is without merit. The two factors were set forth in the RFP as separate and distinct evaluation considerations. The past performance factor provided for evaluating five references in order to assess the agency's confidence that the offeror will perform successfully, while the technical capability factor provided for evaluating the offerors' methods and procedures for executing the requirements of the solicitation, as well as their probability of success. RFP at 43. The RFP did not provide for considering offerors' past performance in assessing their probability of success in performing the contract under the technical capability evaluation factor. It follows that there was no proper basis for the agency to assign Raymond's proposal a higher technical capability rating based on its past performance. See BAE Sys. Norfolk Ship Repair, Inc., B-297879, Mar. 29, 2006, 2006 CPD ¶ 75 at 8-9 (protester's reliance on its past performance rating to challenge its management capability technical evaluation rating was misplaced); see Apptis, Inc., B-299457 et al., May 23, 2007, 2007 CPD ¶ __ (where solicitation provided for separate analyses, agency's consideration of past performance as part of assessing technical approach risk was improper).

---

[6] Specifically, the exceptional and good ratings for the technical capability factor were defined as follows:

> "Exceptional" The proposal greatly exceeds stated requirements, as reflected through an innovative, comprehensive, outstanding approach. The response is complete in terms of the basic content and level of information the Government seeks for evaluation. There is a high probability of success and almost no risk that this Offeror would fail to meet the quantity, quality, and schedule requirements. **Any weaknesses are minor.**
>
> "Good" The proposal exceeds stated requirements. The response is complete in terms of the basic content and level of information the Government seeks for evaluation. There is a high probability of success and negligible risk that this Offeror would fail to meet the quantity, quality, and schedule requirements. **There are no significant weaknesses, but there may be minor weaknesses that need not be corrected to make award.**

RFP at 43.

EVALUATION OF AEGIS'S PROPOSAL

[DELETED]

Raymond alleges that the agency improperly credited Aegis's proposal with a strength for having [DELETED]. Raymond asserts that it was improper to credit Aegis with this strength under the technical capability factor, since the solicitation stated that the government would provide [DELETED].

This argument is without merit. Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to or encompassed by the stated evaluation factors. AIA-Todini-Lotos, B-294337, Oct. 15, 2004, 2004 CPD ¶ 211 at 8. Here, under the first technical evaluation subfactor (Simultaneous High Quality Security and Force Protection), offerors' proposals were to be evaluated on their ability to provide security and force protection for the principals in various situations. The agency found that Aegis's [DELETED] would "greatly enhance the planning phase for all movements with the principals, above and beyond what's asked for in the statement of work." AR, Tab 40, at 10. We find nothing unreasonable in the agency's justification for assigning Aegis's proposal a strength in this area; it clearly relates directly to the first evaluation subfactor. The evaluation in this area therefore was unobjectionable.

In any case, Aegis's proposal received a good rating under the technical capability factor based on five identified strengths, including its [DELETED]. Eliminating one strength would leave Aegis's proposal with four strengths. Since this is the same number of strengths Raymond's proposal received in support of its good rating, there is no reason to believe that Aegis's proposal would receive less than a good rating even if this strength were eliminated. It follows that there is no reason to believe that a change in this regard would have any effect on the award decision. See Citrus College; KEI Pearson, Inc., B-293543 et al., Apr. 9, 2004, 2004 CPD ¶ 104 at 7 (prejudice is an essential element of a viable protest, in the absence of which we will not sustain a protest).

Past Performance

Raymond alleges that the agency improperly failed to consider negative past performance information regarding Aegis. Specifically, the protester points to Special Inspector General for Iraq Reconstruction (SIGIR) Report No. 05-005, "Compliance with Contract No. W911S0-04-C-0003 Awarded to Aegis Defence Services Limited," which was critical of certain aspects of Aegis's performance under a contract for personal security services (among other things) in Iraq. Raymond

asserts that the agency improperly failed to consider this information, and that Aegis's rating would have been lower had it done so.

This argument is without merit. The Army has provided affidavits from the principal procurement officials involved--the SSA, two contracting officers, and the SSEB chairman--in which the officials assert that they were unaware of the SIGIR report. Letter from Army to GAO, May 3, 2007, at 4-7. Since the protester has not provided any evidence demonstrating that the report was disseminated to these individuals, or other officials involved with the procurement, or that these individuals, or other officials involved in the procurement, were actually aware of the report, the agency's failure to consider the report does not provide a basis for questioning the evaluation. See East-West Indus., Inc., B-297391.2, B-297391.3, July 19, 2006, 2006 CPD ¶ 161 at 7.

SOURCE SELECTION DECISION

Raymond argues that the agency's best value decision is not adequately documented because it does not articulate a comparative assessment of Aegis's and Raymond's proposals against the source selection criteria.

We review the documentation supporting a source selection decision to determine whether the decision was adequately supported and rationally related to the evaluation factors. J.A. Jones Mgmt. Servs., Inc., B-278684, July 24, 1997, 97-2 CPD ¶ 47 at 4. Implicit in this is the requirement that the evaluation be documented in sufficient detail to show that it was not arbitrary. FAR §§ 15.305(a), 15.308; Quality Elevator Co., Inc.. B-276750, July 23, 1997, 97-2 CPD ¶ 28 at 3. As discussed above, the SSEB report contained an analysis of each proposal, detailing the bases for assigning specific ratings under the evaluation factors, and identifying evaluated strengths, weaknesses, and deficiencies. AR, Tab 29. The SSA referenced these evaluation findings in the source selection decision document, and went on to specifically determine that Raymond's exceptional past performance and strong technical capability ratings did not "sufficiently overcome [Aegis's] significant price differential[ ]." AR, Tab 31, at 18. This documentation is sufficient to demonstrate that the agency's decision was not arbitrary.

The protest is denied.

Gary L. Kepplinger
General Counsel