



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

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Matter of: Centra Technology, Inc.

File: B-274744

Date: December 26, 1996

Thomas L. Patten, Esq., and Vivian C. Strache, Esq., Latham & Watkins, for the protester.

Paul F. Khoury, Esq., and Mark H. Neblett, Esq., Wiley, Rein & Fielding, an intervenor.

Bernard J. Roan, Esq., and Donna J. Bartoe, Esq., National Aeronautics and Space Administration, for the agency.

Sylvia Schatz, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that evaluation failed to take into account experience of protester's proposed subcontractor is denied where record shows this experience was considered, but was rated as only "fair," compared to the awardee's rating of "excellent," since protester and its proposed subcontractors had limited experience compared to the incumbent awardee.

2. Protester's proposed travel costs properly were adjusted upward based on the costs under the incumbent contract, where protester's proposal failed to provide the basis of the estimates for its proposed travel costs, as required by the solicitation, and the incumbent contract was based on the same performance approach as protester proposed.

DECISION

Centra Technology, Inc. (CTI), a wholly owned subsidiary of Defense Group, Inc. (DGI), protests the award of a contract to TechTrans International, Inc. (TTI) under request for proposals (RFP) No. 9-BP2-H50-6-01P, issued by the National Aeronautics and Space Administration (NASA) for Russian language and logistics services for the Johnson Space Center, Houston, Texas. CTI challenges the evaluation of its proposal and argues that the award was improper due to an improper conflict of interest.

We deny the protest.

The RFP contemplated the award of a cost-plus-fixed-fee contract on a best value basis for translation, interpretation, language training, and logistics services at various sites in the United States and Russia. The solicitation set forth the following three equally weighted factors: (1) mission suitability; (2) cost; and (3) relevant experience and past performance. Under the mission suitability factor, proposals were to receive both a numerical and an adjectival (excellent, very good, good, fair, or poor) rating, which then was subject to adjustment based on a cost realism analysis. In this regard, proposed costs were to be evaluated to establish probable cost, which would not be scored.

Six proposals were received. CTI's and TTI's proposals (the only ones relevant here) were scored as follows:

FACTOR	CTI	TTI
Mission Suitability (1,000 available points)	453/fair	636 ¹ /good
Relevant Experience/ Past Performance	fair	excellent
Probable Cost	\$42,456,000	\$41,602,000

The source selection official (SSO) determined that TTI's proposal was the best value to the government based on its highest technical ratings and lowest probable cost and thus made award to TTI without discussions.

RELEVANT EXPERIENCE/PAST PERFORMANCE

CTI asserts that the agency admitted during the debriefing following the award that it had not considered any of the relevant experience of its proposed subcontractor, Universal Technical Translation, Inc. (UTT), which allegedly had 18 years of Russian language translation and interpretation experience on multi-million dollar contracts (including subcontract experience on TTI's incumbent contract). Since this allegedly is more experience than TTI has, CTI maintains that its proposal's rating of fair in this area was erroneous in light of TTI's excellent rating.

¹The source selection evaluation board (SSEB) deducted (under the mission suitability factor) 100 points from TTI's original rating of 736 points and 150 points from CTI's original rating of 603 points, after taking cost realism into account.

In reviewing an evaluation, we will not reevaluate technical proposals; rather, we will examine the agency's evaluation to ensure that it was reasonable. Comarco, Inc., B-249697.2, Jan. 26, 1993, 93-1 CPD ¶ 65.

Notwithstanding the agency's alleged statements at the debriefing, the record shows that the SSEB did in fact consider UTT's experience (as well as that of EAI Corporation, another proposed subcontractor and CTI's parent company, DGI²). It rated CTI's proposal as only fair for two principal reasons: most of the personnel involved in DGI's and EAI's prior contracts were scientists who primarily performed research and development tasks on aeronautics rather than Russian language interpretation and translation services, as required here; and, although the SSEB determined that UTT had significant translation experience, it also found that the firm had limited interpretation and training experience, and no logistics experience, two elements of the work under the RFP. In contrast, the SSEB determined that, while TTI's experience was limited to its incumbent NASA contract, that experience extended into all areas of the RFP, and TTI's performance was superior. Specifically, TTI provided (1) translators who handled large volumes of materials, often under very short deadlines, while maintaining high quality and completing the translations on or ahead of schedule; (2) a large number of interpreters who handled an increasing volume of interpretations in all areas of medicine, engineering, and other sciences at numerous teleconferences and meetings were available on short notice (as little as a few minutes); (3) all logistics support at different locations in Russia; and (4) Russian language training classes on a continual basis. We find nothing erroneous in the agency's findings or unreasonable in its conclusion that the differences in the offerors' experience/past performance warranted rating TTI's proposal superior to CTI's in this area.

COST

CTI argues that the agency improperly adjusted its proposed travel costs upward (by \$3,933,000) based on the travel costs experienced under TTI's incumbent contract; CTI maintains that, in doing so, the agency ignored its unique staffing approach of employing Russian-based translators and interpreters, which would reduce travel costs.

When an agency evaluates proposals for the award of a cost-reimbursement contract, a cost realism analysis must be performed to determine the extent to which an offeror's proposed costs represent what the contract should cost,

²The agency evaluated the experience of DGI because CTI was a newly-formed company and had no past performance references.

assuming reasonable economy and efficiency. Federal Acquisition Regulation (FAR) § 15.605(c) (FAC 90-31); Sabre Sys., Inc., B-255311, Feb. 22, 1994, 94-1 CPD ¶ 129. Because the contracting agency is in the best position to make this cost realism determination, our review of an agency's realism determination is limited to considering whether it was reasonable. Titan Corp., B-260557.2, July 18, 1995, 95-2 CPD ¶ 89.

The RFP required offerors to identify travel and subsistence costs by contract period and to provide the basis of the estimate for their proposed travel costs. Notwithstanding this requirement, CTI's cost proposal was devoid of any explanation as to the assumptions underlying CTI's proposed travel costs. The agency found, for example, that while CTI's spreadsheets calculated the total price per employee of a trip to Moscow--by multiplying the total amount for airfare, subsistence, car rental, and miscellaneous expenses by the number of days per trip, and then indicated the total number of trips and personnel needed for each trip--the proposal did not explain how CTI calculated the total number of proposed trips, the length of each trip, and the number of personnel required for each trip. Due to the lack of such information, the SSEB looked to TTI's current contract for guidance as to probable travel costs. This comparison was appropriate, the agency determined, since CTI's proposed approach--i.e., using foreign local translators and interpreters--was similar to TTI's. Based on this comparison, the agency increased CTI's travel costs from \$1.167 million to \$5.1 million.

The cost adjustment was reasonable. Given the absence of required explanatory information from CTI's proposal--CTI does not explain why it did not provide the assumptions on which its travel costs were based--it was reasonable for the agency to evaluate CTI's probable costs by reference to the costs under a similar approach. Although CTI asserts that its staffing approach is unique, the agency specifically determined that it was similar to the approach under TTI's current contract--TTI's proposal stated that its ". . . multiple sources of interpreters and translators throughout the U.S. and in Moscow has allowed us to reduce travel and subsistence costs by using local support . . ."--and CTI does not refute this determination.

CONFLICT OF INTEREST

CTI maintains that the director of the Johnson Space Center, who appointed the deputy director of the Center as the SSO, had a close personal relationship with the president of TTI. CTI argues that since the SSO was in a subordinate position to the director, the personal relationship between the director and the president of TTI improperly influenced the SSO's source selection decision in favor of TTI.

Where a protester alleges bias or conflict of interest on the part of a procurement official, the question is whether the official exerted improper influence in the

procurement on behalf of the awardee or against the protester. E.J. Richardson Assocs., Inc., B-250951, Mar. 1, 1993, 93-1 CPD ¶ 185.

There is no evidence of improper influence here. Although the director appointed the deputy director as the SSO prior to the SSO's selection of the SSEB members, the record shows that the director was not involved in the evaluation of proposals, the source selection process or any other matters related to the procurement. Nor is there any evidence that the director had any contact with the SSO or the SSEB during the course of the procurement, or that the SSO was in any way influenced by the director's personal relationship with TTI's president. We note, furthermore, that we have found no merit to CTI's allegations that its proposal was improperly evaluated relative to TTI's. There thus is no basis for finding an improper conflict of interest.³

The protest is denied.

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³CTI also argues that the director failed to effectively recuse himself from participating in the procurement, since he did not execute a written recusal. While FAR § 3.104-6(d) requires procurement officials who wish to discuss future employment or business opportunities with a competing contractor during the conduct of a procurement to provide a written proposal of disqualification from further participation in the procurement which relates to that competing contractor, there is no similar requirement for a written recusal under the circumstances here. Since the record shows that the director, in fact, did not participate in the procurement, the absence of a written recusal would constitute a mere formality that would not affect the propriety of the award.