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Decision

Matter of: AQuate Corporation

File: B-411909

Date: November 18, 2015

J. Dale Gipson, Esq., Michael W. Rich, Esq., and Tracy A. Marion, Esq., Lanier Ford Shaver & Payne PC, for the protester.

Robert K. Tompkins, Esq., William M. Pannier, Esq., and Daniel P. Hanlon, Esq., Holland & Knight, LLP, for the intervenor.

Anna F. Kurtz, Esq., and Maj. George M. Ebert, Department of the Air Force, for the agency.

Cherie J. Owen, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of source selection decision is denied where record shows that agency's source selection decision was adequately documented and reasonable under the solicitation's evaluation scheme.

DECISION

AQuate Corporation, of Huntsville, Alabama, protests the award of a contract to CNI Aviation Advantage (CNI), of Norman, Oklahoma, under request for proposals (RFP) No. FA8629-14-R-2408, issued by the Department of the Air Force, Air Force Materiel Command, for support for its Rapid Development Integration Facility (RDIF) in Ohio.

We deny the protest.

BACKGROUND

The primary function of the Rapid Development Integration Facility is aircraft part development, integration, prototyping, modification and production on a variety of military aircraft. RFP, Performance Work Statement (PWS), § 3.0. The solicitation, issued August 11, 2014, sought proposals to provide support for the agency's Rapid Development Integration Facility through the provision of services in 23 PWS elements, including such areas as: computer aided drafting (CAD) drawing;

precision machining; welding; maintenance and overhaul of aircraft components; hydraulic testing and repair; purchasing material support; integration of mechanical and electrical subsystems; research, development, and prototyping; test and evaluation of new designs; aircraft modification; and program management. RFP, PWS, § 5.0. The RFP provided for award of a fixed unit-price, indefinite-delivery/indefinite-quantity (ID/IQ) contract to the offeror whose proposal represented the best value considering the following factors: technical, past performance, and price. The technical factor was to be evaluated on a pass/fail basis. Past performance was significantly more important than price, and the solicitation provided that a tradeoff would be made between past performance and price among those proposals determined to be technically acceptable. RFP § M.1.

The agency received five proposals by the solicitation's closing date, including those submitted by AQuate and CNI. Contracting Officer's Statement at 5. After evaluating proposals, the Source Selection Evaluation Board (SSEB) assigned the following ratings to the proposals of AQuate and CNI:

	AQuate	CNI
Technical	Acceptable	Acceptable
Past Performance	Satisfactory Confidence	Substantial Confidence
Evaluated Price	\$19,195,394	\$20,590,914

Agency Report (AR), Tab 21, SSEB Report (unnumbered), at 50.

In comparing the proposals of AQuate and CNI, the SSEB found that AQuate performed very relevant work in only 5 of the 23 PWS elements, while CNI performed very relevant work in all 23 elements. AR, Tab 21, SSEB Report, at 50-51. Although AQuate demonstrated past performance that had some degree of relevance in 18 of the 23 elements, the SSEB noted that the protester failed to demonstrate any relevant past performance for the remaining 5 elements. In this regard, the SSEB stated that "demonstrated ability to perform all of the elements [of the PWS] is crucial to the Government's confidence." Id. at 51. In making its award recommendation to the source selection authority (SSA), the SSEB noted that past performance was significantly more important than price, and that AQuate's price was only 6.78% lower than CNI's. Id. In addition, the SSEB noted that CNI's superior past performance could reduce lead time and result in cost savings. The SSEB concluded that CNI's superior past performance outweighed the price advantage associated with AQuate's proposal. Id. at 52.

In making her source selection decision, the SSA emphasized that AQuate's proposal did not demonstrate performance of relevant work in all of the 23 PWS elements, and that "only some" of AQuate's past performance references evidenced very relevant work. AR, Tab 19, SSDD, at 3. The SSA also agreed with the SSEB's conclusion that the higher level of performance confidence associated with CNI's substantial confidence past performance rating, with very relevant experience in all 23 PWS elements, would be more likely to reduce project lead time and generate measurable cost savings. Id. In this regard, the SSA stressed the "critical importance of successful RDIF contract performance," noting that "the RDIF relies heavily on its contracted workforce to meet tight deadlines and generate important deliverables such as modified aircraft components and test reports." Id. at 4. As a result, the SSA concluded that CNI's superior past performance was worth the price premium associated with its proposal. Id. Upon learning of the resulting award to CNI, AQuate filed this protest.

DISCUSSION

AQuate contends that the agency's tradeoff decision was insufficiently documented and unreasonable. Specifically, the protester complains that the SSDD failed to explain the basis for the agency's conclusion that CNI's proposal justified the price premium associated with it.

Agencies enjoy discretion in making tradeoffs where the solicitation provides for the award of a contract on a best-value basis; the agency's selection decision is governed only by the test of rationality and consistency with the solicitation's stated evaluation scheme. Marine Hydraulics Int'l, Inc., B-403386.3, May 5, 2011, 2011 CPD ¶ 98 at 4. Source selection decisions must be documented, and must include the rationale for any business judgments and tradeoffs made or relied upon by the SSA; however, there is no need for extensive documentation of every consideration factored into a tradeoff decision. Navistar Defense, LLC; AM General, LLC, B-407975.2 et al., Dec. 19, 2013, 2014 CPD ¶ 287 at 12. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. Id.; Worldwide Information Network Sys., Inc., B-408548, Nov. 1, 2013, 2013 CPD ¶ 254 at 6.

Here, the source selection decision was reasonable. In this regard, the SSA relied on, and cited to, the SSEB's comparative analysis of the proposals. Again, the SSEB found that while AQuate performed very relevant work in only 5 of the 23 elements of the performance work statement, and demonstrated no relevant past performance in 5 PWS elements, CNI demonstrated very relevant work in all 23 elements. AR, Tab 21, SSEB Report, at 50-51. The SSEB emphasized that "demonstrated ability to perform all of the elements [of the performance work statement] is crucial to the Government's confidence" in the likelihood of successful contract performance, and concluded that the relatively small price premium

associated with CNI's proposal was justified by the company's superior past performance. Id. at 51. In adopting the SSEB's conclusions, the SSA likewise emphasized the importance of CNI's very relevant past performance in each of the PWS elements and the fact that AQuate, in contrast, did not demonstrate past performance in all of the elements. As a result, the SSA concluded that CNI's superior past performance was worth the price premium associated with its proposal. On this record, we see no basis to conclude that the SSA failed to analyze the qualitative differences between the proposals, failed to document the basis for her conclusion that the higher-rated, higher-priced proposal was the best value to the government, or was unreasonable in her source selection decision.

The protest is denied.

Susan A. Poling
General Counsel