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Decision

Matter of: Affordable Engineering Services, Inc.

File: B-407180.4; B-407180.5; B-407180.6

Date: August 21, 2015

Joseph P. Hornyak, Esq., and Elizabeth N. Jochum, Esq., Holland & Knight LLP, for the protester.

Craig A. Holman, Esq., and Emma V. Broomfield, Esq., Arnold & Porter LLP, for Systems Application & Technologies, Inc., an intervenor.

Clifford J. Allen, Esq., Andrew J. McCabe, Esq., and Samantha M. Basso, Esq., Department of the Navy, for the agency.

Louis A. Chiarella, Esq., and Nora K. Adkins, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's cost realism evaluation of the awardee is denied where the protester does not dispute the evaluated cost and the agency properly treated the awardee's proposed indirect rate caps as a matter of responsibility.
 2. Protest challenging agency's evaluation of protester's technical proposal is denied where the agency reasonably determined that the two challenged aspects of the protester's proposal did not represent strengths and did not provide value to the government.
 3. Protest challenging agency's evaluation of offerors' past performance is denied where the record shows that the evaluation was reasonable and consistent with the stated evaluation criteria.
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DECISION

Affordable Engineering Services, Inc. (AES), of Coronado, California, protests the award of a contract to Systems Application & Technologies, Inc. (SA-Tech), of Largo, Maryland, under request for proposals (RFP) No. N00421-11-R-0055, issued by the Department of the Navy, Naval Air Systems Command (NAVAIR), Naval Air Warfare Center Aircraft Division, for technical support services for the Naval Air Warfare Center's Air Vehicle Modification and Instrumentation Department (AVMI).

AES argues that the agency's evaluation of offerors' proposals and resulting award decision were improper.

We deny the protest.

BACKGROUND

The RFP, issued on July 2, 2012, as a small-business set-aside, contemplated the award of a cost-plus-fixed-fee contract for a base year with three 1-year options.¹ In general terms, the contractor was required to provide technical services to support the AVMI test and evaluation, and instrumentation efforts at the Naval Air Station, Patuxent River, Maryland, and the Naval Air Warfare Center's, China Lake and Point Mugu, California, locations. Performance Work Statement (PWS) § 3.0. The RFP established that contract award would be made on a best value basis, based on three evaluation factors in descending order of importance: technical; past performance; and cost. RFP § M at 115. The technical factor consisted of four subfactors, generally in descending order of importance: workforce; transition plan (equal to the workforce subfactor); understanding of the work; and management plan. Id. The noncost factors, when combined, were significantly more important than cost. Id.

Five offerors, including SA-Tech and AES, submitted proposals by the September 12 closing date. A Navy technical evaluation team (TET) evaluated offerors' noncost proposals using various adjectival rating schemes as set forth in the RFP as follows: outstanding, good, acceptable, marginal, and unacceptable for the technical factor; and substantial confidence, satisfactory confidence, limited confidence, no confidence, and unknown confidence (neutral) under the past performance factor.² Id. at 119-120. On January 13, 2014, based on the evaluation of proposals, the Navy made contract award to AES.

SA-Tech and another unsuccessful offeror (AMEWAS, Inc.) subsequently filed protests with our Office challenging the evaluation of proposals and award of the contract to AES. The Navy thereafter provided notice that it was taking corrective action in response these protests by reviewing and addressing the protest allegations as necessary. Navy Letters to GAO, Feb. 18, 2014. Based on the Navy's announced corrective action, we dismissed the SA-Tech and AMEWAS protests without rendering a decision on the protests' merits. AMEWAS, Inc.; Systems Application & Techs., Inc., B-407180.2, B-407180.3, Feb. 18, 2014.

¹ The RFP was subsequently amended 13 times. Unless specified otherwise, all references are to the final, conformed version of the solicitation.

² The evaluators also assigned a risk rating (low, moderate, or high) to the offerors' technical submissions.

The agency subsequently amended the solicitation in various ways, and conducted discussions. Four offerors, including SA-Tech and AES submitted final proposal revisions (FPR) by the December 19 closing date. On April 17, 2015, the Navy completed its reevaluation of proposals, with the final evaluation ratings and costs for the SA-Tech and AES proposals as follows:

	SA-Tech	AES
Technical		
Workforce	Acceptable/Low	Acceptable/Low
Transition Plan	Good/Low	Acceptable/Low
Understanding of the Work	Acceptable/Low	Outstanding/Low ³
Management Plan	Outstanding/Low	Good/Low
Overall	Good/Low	Good/Low
Past Performance	Substantial Confidence	Satisfactory Confidence
Proposed Cost	\$78,144,174	\$82,600,914
Evaluated Cost	\$78,144,174	\$82,600,914

Agency Report (AR), Tab 8, SSEB Proposal Analysis Report, Apr. 15, 2015, at 5-6. The agency evaluators also identified strengths and weaknesses in the offerors' proposals in support of the evaluation ratings assigned. See AR, Tab 4, TET Report, Apr. 17, 2015, at 12-16.

On April 27, the Navy source selection authority (SSA) determined that SA-Tech's proposal represented the best value to the government and, therefore, was selected for contract award. AR, Tab 10, Source Selection Decision, Apr. 27, 2014, at 19-21. The SSA found, among other things, that SA-Tech's proposal was both higher-rated and lower-cost than AES's proposal, such that no cost/technical tradeoff decision was required between these offerors as part of the best value determination.⁴ Id. at 20-21. After providing AES with notice of the contract award decision and a debriefing, this protest followed.

³ The TET rated AES's understanding of the work as good, but the Navy's source selection evaluation board (SSEB) identified an additional strength in the offeror's proposal. Agency Report (AR), Tab 8, SSEB Proposal Analysis Report, Apr. 15, 2015, at 5. This resulted in AES receiving an outstanding rating for understanding of the work, and an overall technical rating of good. Id. at 6.

⁴ The SSA also found, as part of the best value determination, SA-Tech to be higher technically-rated than Offeror C, technically equal to Offeror D, and having the lowest cost among all offerors. Id. at 19-21.

DISCUSSION

AES makes numerous arguments challenging the agency's evaluation and resulting selection decision. The protester alleges that the Navy's cost realism evaluation of SA-Tech was improper. AES also contends that the agency's evaluation of its technical proposal under the transition plan and management plan subfactors was in error. Lastly, AES challenges the Navy's evaluation of offerors' past performance. The protester alleges that but for these evaluation errors, its proposal would have represented the best value to the government. We have considered all of the protester's arguments, although we address only the primary ones, and find that none provide a basis upon which to sustain the protest.⁵

Cost Realism Evaluation of SA-Tech

AES challenges the agency's cost realism evaluation of SA-Tech. The protester initially argued that the Navy failed to make adjustments to SA-Tech's allegedly unrealistic cost proposal. AES now contends that the agency failed to consider the risks associated with the awardee's proposed indirect rate caps.

When an agency evaluates a proposal for the award of a cost-reimbursement contract, an offeror's proposed estimated costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. Bart & Assocs., Inc., B-407996.5 et al., Jan. 5, 2015, 2015 CPD ¶ 61 at 12; Wyle Labs., Inc., B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 8; Federal Acquisition Regulation (FAR) § 15.404-1(d). Consequently, the agency must perform a cost realism analysis to determine the extent to which an offeror's proposed costs are realistic for the work to be performed.⁶ An agency's

⁵ For example, AES alleges that: (1) the agency's past performance evaluation of AES unreasonably focused on the size of the offeror's references; and (2) the Navy failed to assign AES's technical proposal additional strengths for its [DELETED]. Protest, May 15, 2015, at 7; Protest, May 22, 2015, at 8-9. In response to the protester's allegations, the Navy provided a detailed rebuttal in its agency report. AES's comments on the agency report, however, failed to address the agency's responses. See Comments, July 6, 2015, passim. Consequently, we consider the protester to have abandoned these arguments and will not consider them further. See Organizational Strategies, Inc., B-406155, Feb. 17, 2012, 2012 CPD ¶ 100 at 4 n.3. Additionally, AES withdrew the following protest allegations: (1) that the agency improperly double-counted SA-Tech's past performance references; (2) that the proposal of SA-Tech subcontractor PAE Applied Technologies LLC had expired; and (3) that the Navy conducted improper discussions with SA-Tech. Comments, July 6, 2015, at 3 n.1.

⁶ The end product of a cost realism analysis is the total estimated cost (i.e., most probable cost) that the agency realistically expects to pay for the offeror's proposed
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cost realism analysis need not achieve scientific certainty; rather, the methodology employed must be reasonably adequate and provide some measure of confidence that the proposed costs are reasonable and realistic in view of other cost information reasonably available to the agency as of the time of its evaluation. See SGT, Inc., B-294722.4, July 28, 2005, 2005 CPD ¶ 151 at 7. We review an agency's judgment in this area to see that the agency's cost realism evaluation was reasonably based and not arbitrary. Bart & Assocs., Inc., *supra*; Hanford Envtl. Health Found., B-292858.2, B-292858.5, Apr. 7, 2004, 2004 CPD ¶ 164 at 8.

The solicitation instructed each offeror to submit, among other things, a cost proposal with adequate substantiation to permit the agency to evaluate the reasonableness, realism, and completeness of the offeror's cost estimate. RFP at § L at 109. Similarly, the RFP established that the agency would perform a cost realism analysis of offerors' proposals. RFP § M at 117.

As part of its FPR, SA-Tech proposed ceilings, or caps, of its proposed indirect rates. Specifically, the SA-Tech proposal established reimbursable ceiling amounts of [DELETED]% for overhead, [DELETED]% for material and subcontractor handling, and [DELETED]% for general and administrative expenses.⁷ AR, Tab 40, SA-Tech FPR, Vol. IV, Cost Proposal, at 16. The agency cost evaluation team (CET) found that SA-Tech's proposed indirect rates were realistic in light of the offeror's agreement to contractually limit its recovery in these areas, and therefore made no adjustments here to the offeror's proposed costs. AR, Tab 6, SA-Tech Cost Analysis Report, Feb. 9, 2015, at 35.

As a general matter, the contractor bears the risk of cost overruns for a particular category or type of work in a cost-reimbursement contract when the contractor agrees to a cap or ceiling on its reimbursement for that category or type of work. Thus, when offerors propose such caps, and no other issue calls into question the effectiveness of the cap, upward adjustments to capped costs are improper. MCT JV, B-311245.2, B-311245.4, May 16, 2008, 2008 CPD ¶ 121 at 12, recon. denied, Metro Mach. Corp.--Recon., B-311245.5, Aug. 4, 2008, 2008 CPD ¶ 167; Vitro Corp., B-247734.3, Sept. 24, 1992, 92-2 CPD ¶ 202 at 7. Here, there is nothing in

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effort, and it is the estimated cost and not the offeror's proposed cost that must be the basis of the agency's source selection determination. Magellan Health Servs., B-298912, Jan. 5, 2007, 2007 CPD ¶ 81 at 13 n.13.

⁷ SA-Tech also provided the Navy with its DCAA-recommended and actual indirect rates for the past 3 years, and explained that it was anticipating significant revenue growth (including the award of the AVMI contract) that would result in indirect rates that were lower than its historical averages. AR, Tab 40, SA-Tech FPR, Vol. IV, Cost Proposal, at 13.

the record to suggest that the rate caps proposed by SA-Tech were in any way illusory. Moreover, AES does not allege that SA-Tech's indirect rates caps would be ineffective or could be circumvented, such that the agency should have adjusted upward the awardee's proposed cost. Thus, we find that the agency was not required (or permitted) to upwardly adjust SA-Tech's capped indirect rates.

AES nonetheless alleges the Navy's cost realism analysis was improper because it failed to consider the performance risk associated with SA-Tech proposing indirect rate caps that could result in a loss contract. Comments, July 6, 2015, at 13. Specifically, the protester contends that "[a]n offeror without the financial capability to perform the contract with the indirect rates capped is, of course, a 'performance risk.'" Id.

Our Office has long held that as a general matter, a decision about an awardee's ability to perform a contract at rates capped below actual costs is a matter of an offeror's responsibility. See, e.g., Highmark Medicare Servs., Inc., et al., B-401062.5 et al., Oct. 29, 2010, 2010 CPD ¶ 285 at 28; MCT JV, supra, at 13. It is only where a solicitation provision expressly instructs offerors not to submit unrealistically low costs that the risk stemming from an offeror's decision to propose capped rates is a matter for the agency's consideration in the context of its evaluation of proposals and source selection decision process.⁸ See MCT JV, supra.

We find nothing improper in the Navy's actions here. As a preliminary matter, the SA-Tech proposal clearly set forth the offeror's rationale for proposing capped indirect rates caps that were somewhat below its historical averages, and the CET did not find the capped rates to be significantly lower than the awardee's then-current rates. Further, the solicitation at issue here, while providing that risk would be assessed in evaluating proposals, did not contain any of the express and unique warnings and language set forth in the solicitation at issue in MCT JV. In fact, AES has not alleged that the RFP contained any express warnings or instructions not to submit unrealistically low costs as were present in MCT JV. See Comments, July 6, 2015, at 13. As such, we disagree with AES that the agency was required to consider the performance risk associated with SA-Tech's capped indirect rates, and

⁸ In MCT JV, the awardee had capped its indirect rates at levels that the agency concluded were significantly below its costs despite the solicitation's instruction that offerors not propose unrealistically low costs due to concerns about their negative effect on contract performance. Our Office sustained the protest because of the solicitation's express and unique warning to offerors not to propose unrealistically low costs, that was followed by a warning that proposals that were unrealistically low in cost may be rejected regardless of their technical merit or evaluated cost.

find that the agency properly treated the matter of SA-Tech's indirect rate caps as a matter of responsibility.⁹

Technical Evaluation of AES

AES protests the agency's evaluation of its technical proposal. The protester alleges that the TET unreasonably failed to identify two additional strengths (*i.e.*, its Boeing "reach-back" ability, and job qualification standards) in its submission.¹⁰ Protest, May 22, 2015, at 4-8. AES points to the fact that the TET had identified these strengths in its original, pre-corrective action, evaluation of AES, and argues that it was improper for the evaluators not to identify the same aspects of the offeror's proposal as strengths as part of the reevaluation.

In reviewing a protest challenging the agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency, as the evaluation of proposals is generally a matter within the agency's discretion. Del-Jen Educ. & Training Group/Fluor Fed. Solutions LLC, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 8. Rather, we will review the record to determine whether the agency's evaluation was reasonable; consistent with the stated evaluation criteria, applicable procurement statutes, and regulations; and adequately documented.¹¹ Shumaker Trucking & Excavating Contractors, Inc., B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. A protester's disagreement with the agency's judgment is insufficient to establish that an evaluation was improper. Portage Inc.,

⁹ To the extent AES argues that SA-Tech should not have been found non-responsible because of concerns regarding the awardee's capped indirect rates, we will not consider this argument because our Bid Protest Regulations provide that our Office generally will not consider a protest challenging such an affirmative determination of responsibility, absent certain limited exceptions that are not applicable here. 4 C.F.R. § 21.5(c).

¹⁰ As detailed below, "reach back" was the term AES used to refer to its use of proposed subcontractor--and Navy aircraft manufacturer--Boeing in furtherance of its AVMI support services effort.

¹¹ In this regard, the fact that an agency's reevaluation varies, or does not vary, from an original evaluation does not constitute evidence that the reevaluation was unreasonable. All Points Logistics, Inc., B-407273.53, June 10, 2014, 2014 CPD ¶ 174 at 8. It is implicit that a reevaluation could result in different findings and conclusions. QinetiQ North America, Inc., B-405163.2 *et al.*, Jan. 25, 2012, 2012 CPD ¶ 53 at 13; *see also* Domain Name Alliance Registry, B-310803.2, Aug. 18, 2008, 2008 CPD ¶ 168 at 11 (denying protest that agency reevaluation and technical ratings were unreasonable because agency did not explain why evaluations differed between the initial evaluation and reevaluation undertaken during corrective action).

B-410702, B-410702.2, Jan. 26, 2015, 2015 CPD ¶ 66 at 5. Here, we find that the agency reasonably evaluated AES's technical proposal.

For example, AES alleges the Navy should have identified its Boeing reach-back ability as a strength under the management subfactor. The solicitation instructed offerors to submit a management plan detailing the roles of the offeror's workforce; lines of responsibility, authority, and communication; procedures to be taken to ensure quality and cost control; plan for early identification and resolution of problems; and identification of potential performance risks and proposed risk mitigation strategies. RFP § L at 101. The RFP also established that the agency would evaluate the degree to which the offeror's proposed approach would meet the RFP's performance and capability requirements. Id., § M at 116.

AES proposed, as part of its management plan submission, access to the resources of Boeing Test & Evaluation (BT&E), an organization of over 900 technicians, engineers, supplier management, and computer programmers with a broad range of expertise in laboratories, test programs, flight operations, safety, instrumentation, analysis, light manufacturing and fabrication. AR, Tab 39, AES FPR, Vol. I, Technical Proposal, at 13. AES also proposed that, if necessary, it would have on-site access to Boeing teammates working on the F/A-18, EA-18G, and P-8A aircraft programs at NAVAIR locations. The Navy considered this aspect of AES's proposal to be a strength as part of its initial evaluation. Protest, May 22, 2015, exh. G, AES Debriefing, Apr. 2014, at 15.

When conducting its reevaluation, however, the TET believed that AES's proposed access to Boeing resources--not already available to NAVAIR by means of other contracts with Boeing--was unclear as to its execution. AR, Tab 4, TET Report, Apr. 17, 2015, at 15; Contracting Officer's Statement, June 4, 2015, at 9. As a result, this became a discussion topic with the offeror, which the TET took into account in its reevaluation. AR, Tab 4, TET Report, Apr. 17, 2015, at 15.

The TET found that the AES discussion response referenced, as an example, the government receiving a benefit from the Boeing reach-back if an AES AVMI team engineer needed advice on where to string a cable or where to install a sensor on an F/A-18 aircraft.¹² Id. The TET found that this did not provide value to the government, or exceed a PWS requirement, due to the fact that "conversational guidance" from a contractor on how to conduct a modification or instrumentation

¹² According to AES, "[t]here are Boeing employees on site at [Patuxent] River and others at Boeing T&E in St. Louis that could readily answer such questions from the [sic] own experience in prior or current test programs. In such cases, a request for assistance could be approved within an hour and the request could be satisfied by a short telephone call or a short after-hours on-site visit." AR, Tab 4, TET Report, Apr. 17, 2015, at 15.

effort on an aircraft would not be sufficient to support conducting the modification or instrumentation task.¹³ Id. Additionally, while AES referenced a possible engineering change proposal to “an existing US [Navy]/Boeing BOA [basic ordering agreement] contract” for some of the more complex cases of receiving Boeing reach-back support, the TET found that this created concerns about whether the proposed reach-back benefits would be out of scope of the AVMI contract. Id. at 15-16. Lastly, the TET found that the proposed reach-back benefits already appeared available to AVMI through other NAVAIR entities and an existing Boeing BOA. Id. at 16. The TET concluded that, based on a greater understanding of what AES was proposing, the Boeing reach-back feature did not constitute a strength or provide value to the government. Id.

We find nothing improper in the Navy’s actions here. As a preliminary matter, instrumentation technical support was but one of many PWS tasks to be performed, and Boeing was only one of the various aircraft manufacturers that the AVMI effort would be required to support. See PWS at §§ 4.0.9, 5.0-5.8. Further, based on the findings detailed above, the TET reasonably concluded that a strength “was not warranted for the mere possibility of reach-back benefits that may or may not be within the scope of the contract, applicable in limited scenarios, or otherwise already available.” AR, Tab 4, TET Report, Apr. 17, 2015, at 16. While AES argues the agency’s conclusions are not well-documented, and that the advantages of the Boeing reach-back feature are “self-evident,” Protest, May 22, 2015, at 6, we find the agency’s evaluation to be reasonable, consistent with the stated evaluation criteria, and fully documented.¹⁴

¹³ The TET also found that the Navy’s Flight Clearance approval process required supporting documentation in order to grant approval of the requested change(s), and the level of documentation required to support a flight clearance request would often require access to Boeing proprietary information (i.e., reports, drawings, models) not referenced in the AES’s discussion response (the Navy’s AVMI department would be unable to get a flight clearance based solely on informal inputs from a Boeing representative). Id.

¹⁴ We also find no merit to AES’s challenge to the agency’s evaluation of its job qualification standards. The record reflects the TET reasonably determined that the job qualifications standards were a means by which the offeror would meet the RFP requirement of providing a qualified workforce by day one of the contract, and not necessarily a proposal aspect that exceeded the requirements in a manner advantageous to the government. See AR, Tab 4, TET Report, Apr. 17, 2015, at 15. Contrary to the protester’s arguments, the mere fact that the agency’s evaluation finding again varied from an earlier one does not make it improper.

Past Performance Evaluation

AES also challenges the agency's past performance evaluation. AES alleges that it was improper for the Navy to consider the degree of participation to be played by AES subcontractor Boeing in performing the AVMI contract when evaluating the relevance of the offeror's references.¹⁵ The protester also contends that the Navy improperly failed to consider AES's most recent Contractor Performance Assessment Reporting System (CPARS) reports when performing its evaluation.¹⁶ As detailed below, we find no merit in any of the protester's assertions.

Our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit or relative relevance of an offeror's past performance is primarily a matter within the agency's discretion. InfoPro, Inc., B-408642.2, B-408642.3, Dec. 23, 2014, 2015 CPD ¶ 59 at 15; Richen Mgmt., LLC, B-409697, July 11, 2014, 2014 CPD ¶ 211 at 4. A protester's disagreement with the agency's judgment does not establish that an evaluation was improper. AT&T Corp., B-299542.3, B-299542.4, Nov. 16, 2007, 2008 CPD ¶ 65 at 19.

The RFP stated that the past performance of each offeror (including its principal subcontractors and critical team members) would be evaluated for both relevance and quality. RFP § M at 117. The RFP also stated that "[s]imilarity of the service/support, complexity, dollar value, contract type and degree of subcontracting/teaming may all be considered in the relevancy determination." Id. However, the solicitation also informed offerors that "[s]uch aspects of relevance include . . . [the] degree of participation by principal subcontractors, team members, or critical team members." Id., § L at 94.

AES submitted a total of 12 past performance references--5 references for itself, 2 references for subcontractor Wyle, and 5 references for subcontractor Boeing. The TET first evaluated the relevance of each reference using an adjectival rating scheme that was set forth in the RFP as follows: very relevant, relevant, somewhat relevant, or not relevant. AR, Tab 4, TET Report, Apr. 17, 2015, at 28. The TET's assessment of relevance was based on considering the scope, magnitude, and complexity of the work previously performed, and assigning ratings of "essentially the same, much, some, little, or none of the effort" required by the PWS. Id. at 29.

¹⁵ Again, the protester focuses on those parts of the agency's reevaluation that varied from the pre-corrective action evaluation.

¹⁶ AES also alleges the Navy improperly evaluated SA-Tech's past performance, by overstating the size (contract value) of one reference and by improperly attributing a contract to SA-Tech that had not actually been performed by subcontractor PAE.

With regard to the Boeing references which AES challenges, the TET evaluated their relevance as follows:

Reference	Scope	Magnitude	Complexity	Overall
C-0014	Much	Same	Much	Relevant
C-0005	Much	Same	Much	Relevant
C-0075	Much	Some	Some	Somewhat Relevant

Id. at 30.

Overall, the TET found that AES had three relevant references--one for itself (a depot-level Navy aircraft maintenance contract) and two involving subcontractor Boeing.¹⁷ Id. The TET thereafter considered the performance quality of AES's references. While Boeing generally had higher quality ratings than AES (which were satisfactory), the TET also took into account the fact that AES was to lead the AVMI effort and that Boeing was to perform approximately [DELETED]% of the work. Id. at 36, 40-41; Tab 7, SSEB Briefing, Mar. 12, 2015, at 14. Also, the TET did not consider the 2013 and 2014 CPARS reports for AES's aircraft maintenance contract, because the reports were not available in the past performance information retrieval system (PPIRS) at the time of the evaluation.¹⁸ AR, June 26, 2015, at 18. The TET concluded that based on the overall assessment of the relevance and quality of AES's references, there was a reasonable expectation the offeror would successfully perform the AVMI effort and assigned a corresponding "satisfactory confidence" rating.¹⁹ AR, Tab 4, TET Report, Apr. 17, 2015, at 36.

AES not does dispute that Boeing was proposed to perform only [DELETED]% of the AVMI effort. Rather, the protester alleges that it was improper for the agency to take into account Boeing's degree of involvement, or lack thereof, in performing the

¹⁷ The TET found the remaining nine AES references to be either somewhat relevant or not relevant. AR, Tab 4, TET Report, Apr. 17, 2015, at 30.

¹⁸ The 2013 CPARS report, which AES submitted with its protest, is labeled as "incomplete" and remained unavailable in PPIRS at the time the Navy submitted its report to our Office. Protest, June 19, 2015, exh. B, AES 2013 CPARS, at 1; AR, June 26, 2015, at 18. Also, AES's 2014 CPARS covered a performance period that ended on January 31, 2015, after the TET's past performance evaluation had been completed. Protest, June 19, 2015, exh. C, AES 2014 CPARS, at 1; AR, June 26, 2015, at 19. Moreover, AES's 2014 CPARS report was not signed by the agency reviewing official until May 28, 2015, after AVMI contract award had occurred. Protest, June 19, 2015, exh. C, AES 2014 CPARS, at 2.

¹⁹ A substantial confidence rating was, by contrast, based on there being a high expectation that the offeror would successfully perform the effort. RFP § M at 115.

AVMI effort when evaluating the offeror's past performance. AES argues that although the RFP permitted the agency to consider "degree of subcontracting/teaming" in determining the relevance of references, the agency's consideration of the level of involvement of each AES team member in performing the awarded contract was an unstated evaluation criteria. Comments, July 6, 2015, at 4. We disagree.

The evaluation of an offeror's past performance, including the agency's determination of the relevance of an offeror's performance history and the weight to be assigned to a subcontractor's past performance, is a matter of agency discretion, which we will not find improper unless it is inconsistent with the solicitation's evaluation criteria. Unispec Enters., Inc., B-407937, B-407937.2, Apr. 16, 2013, 2013 CPD ¶ 104 at 9; Miracle Sys., LLC, B-407324.7 et al., Mar. 5, 2013, 2013 CPD ¶ 78 at 3. Here, the RFP did not preclude the Navy from taking Boeing's limited participation into account when determining the weight to be assigned to the subcontractor's past performance. In fact, the solicitation established that past performance relevance included the "degree of participation by principal subcontractors, team members, or critical team members." RFP § L at 94. Moreover, the Navy's decision to take Boeing's degree of participation into account was reasonably encompassed by the past performance evaluation factor, because it was predictive of successful performance on the awarded contract. See PMC Solutions, Inc., B-310732, Jan. 22, 2008, 2008 CPD ¶ 20 at 3; MCS of Tampa, Inc., B-288271.5, Feb. 8, 2002, 2002 CPD ¶ 52 at 6. AES's contesting of this point constitutes mere disagreement which does not render the agency's judgment in this regard unreasonable.²⁰ Id.; see Strategic Res., Inc., B-287398, B-287398.2, June 18, 2001, 2001 CPD ¶ 131 at 5.

AES's allegation that the agency's past performance evaluation improperly failed to consider the offeror's 2013 and 2014 CPARS reports for its aircraft maintenance contract also provides no basis on which to sustain the protest. As detailed above, neither report was available to the TET at the time of its evaluation--the 2014 report was not completed until after the evaluation (and contract award) had occurred, and the 2013 report remains incomplete. Given that there is no general requirement

²⁰ We also find no merit to AES's assertion of unequal treatment in the agency's consideration of subcontractor past performance, which is mistakenly premised on an improper "apples and oranges" comparison of the offerors' proposals. First, the records indicate that the degree of participation of SA-Tech subcontractor PAE was approximately [DELETED]% of the AVMI effort, AR, Tab 6, Cost Evaluation of SA-Tech, Feb. 9, 2015, at 10, substantially greater than that of AES subcontractor Boeing. Consequently, it was proper for the Navy to accord greater weight to the past performance of SA-Tech's subcontractor. Moreover, unlike AES's one relevant reference, SA-Tech itself had four past performance references that were found to be relevant and of high quality. AR, Tab 4, TET Report, Apr. 17, 2015, at 33, 39.

that an agency continue to seek updated performance information once its past performance evaluation is complete, we find nothing objectionable in the agency's failure to consider a more recent report that was not available to it at the time it performed the past performance evaluation. See, e.g., Chemonics Int'l, Inc., B-409346.3 et al., Dec. 11, 2014, 2014 CPD ¶ 368 at 17 ; CMJR, LLC d/b/a Mokatron, B-405170, Sept. 7, 2011, 2011 CPD ¶ 175 at 8; (where evaluation completed in January and award not made until May, agency not required to consider a past performance report from March).

AES also alleges that its CPARS reports were "too close at hand" for the agency evaluators to ignore. We have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on the offeror's past performance when it is "too close at hand" to require offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. See, e.g., International Bus. Sys., Inc., B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5. This doctrine, however, is not intended to remedy an offeror's failure to include information in its proposal. Great Lakes Towing Co. dba Great Lakes Shipyard, B-408210, June 26, 2013, 2013 CPD ¶ 151 at 8; FN Mfg. LLC, B-407936 et al., Apr. 19, 2013, 2013 CPD ¶ 105 at 3. Where an offeror is in control of the past performance information contained in its proposal--and not reliant on third parties to submit that information--it exercises its own judgment as to the information that the agency should consider. See L-3 Servs., Inc., B-406292, Apr. 2, 2012, 2012 CPD ¶ 170 at 12 n.10. Such circumstances are instead governed by the well-established principle that offerors are responsible for submitting a well-written proposal with adequately-detailed information that allows for a meaningful review by the procuring agency. West Sound Servs. Group, LLC, B-406583.4, B-406583.5, July 9, 2014, 2014 CPD ¶ 208 at 13.

Here, AES does not dispute that it could have included its 2013 CPARS report, even if incomplete, with its FPR. Accordingly, we conclude that the agency had no obligation to seek out and favorably consider information the protester should have included in its proposal.²¹ Further, while AES was not able to submit its 2014 CPARS report with its FPR, neither was the TET able to review it--because the CPARS report was not completed until after both the evaluation and contract award decision had occurred.

In sum, we find the Navy's evaluation of AES's past performance was reasonable--based on the information available and known to the evaluators at the time the

²¹ We also find the facts here to be distinguishable from those in DKW Commc'ns, Inc., B-411182, B-411182.2, June 9, 2015, 2015 CPD ¶ 178 at 7-9, to which AES cites, as there is no evidence in the record that AES's 2013 CPARS report was known to the evaluators.

evaluation was conducted--consistent with the stated evaluation criteria, and adequately documented.²² Quite simply, the mere fact that the agency's reevaluation of AES's past performance was less favorable than the original evaluation provides no basis on which to sustain the protest.

The protest is denied.

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General Counsel

²²The record also reflects the Navy's past performance evaluation of SA-Tech was reasonable. The agency properly considered the value of each of SA-Tech's references, notwithstanding the information on which AES relies in the Federal Procurement Data System; and properly credited SA-Tech with the performance of PAE on the incumbent contract. In any event, AES has also failed to demonstrate that it was prejudiced by the agency's evaluation of SA-Tech's past performance; at best, any error would then result in the offerors being equally rated under both noncost factors, and SA-Tech would remain lower cost. See Lockheed Martin Integrated Sys., Inc., B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 8; Statistica, Inc. v. Christopher, 102 F.3d 1577 (Fed. Cir. 1996).