



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: Peraton, Inc.

File: B-421038.6; B-421038.7; B-421038.8; B-421038.9; B-421038.10

Date: April 12, 2023

Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., Jeffrey M. Lowry, Esq., and Tamara Droubi, Esq., Vedder Price P.C., for the protester.
Robert K. Tompkins, Esq., Gregory R. Hallmark, Esq., Hillary J. Freund, Esq., and Richard Ariel, Esq., Holland & Knight LLP, for CACI NSS LLC, the intervenor.
Colonel Frank Yoon, Major James B. Leighton, Aaron J. Weaver, Esq., Rachel C. D’Orazio, Esq., and Sean Hannaway, Esq., Department of the Air Force, for the agency.
Michelle E. Litteken, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that awardee gained an unfair competitive advantage based on employment of former government officials is denied where the agency, after conducting an investigation of the alleged conflict of interest, reasonably concluded that the former officials did not have access to non-public, competitively useful information.
2. Protest challenging agency’s evaluation of quotations under the prior experience, technical and management, and small business utilization factors is denied where the record shows the evaluation was reasonable and consistent with solicitation criteria.
3. Protest of agency’s best-value tradeoff decision is denied where the protester has not shown that the underlying evaluation was unreasonable or inconsistent with the solicitation criteria.

DECISION

Peraton Inc., of Herndon, Virginia, protests the establishment of a blanket purchase agreement (BPA) with CACI NSS LLC, of Reston, Virginia, under request for quotations (RFQ) No. FA8726-22-Q-0001, issued by the Department of the Air Force for information technology (IT) services, end user devices, an enterprise service desk, and organizational change management. The protester contends that CACI obtained an unfair competitive advantage by hiring three former agency employees. The protester

also challenges various aspects of the agency's evaluation of quotations under the non-price factors, as well as the best-value tradeoff decision.

We deny the protest.

BACKGROUND

The Air Force intends to transform how it acquires and provides IT services, secures applications and data, and invests in user experience to improve operational readiness. Agency Report (AR), Tab 21a, Unfair Competitive Advantage Report, exh. O, at 4. This effort is known as the enterprise information technology as a service (EITaaS) program. *Id.*; see also Contracting Officer Statement (COS) at 2-3.

On March 29, 2022, the Air Force issued the RFQ (referred to as the EITaaS wave one RFQ) pursuant to Federal Acquisition Regulation (FAR) subpart 8.4.¹ COS at 4. The RFQ contemplated the establishment of a single award BPA with a 5-year base period and four 1-year option periods, as well as the issuance of an initial order. AR, Tab 4a, RFQ Letter at 1. The RFQ required vendors to propose a contractor teaming arrangement (CTA)² with contractors holding a GSA schedule IT contract, "to offer a total solution in meeting the [agency's] Wave 1 requirement, while maximizing small business participation." AR, Tab 4p, RFQ Encl. 3 at 6.

The RFQ provided for award on a best-value tradeoff basis and established a two-phased evaluation approach with two "gates." RFQ Encl. 3 at 17-19; Memorandum of Law (MOL) at 3. The first gate consisted of two factors (prior experience and small business participation), and was to be evaluated on an acceptable/unacceptable basis. RFQ Encl. 3 at 19. Quotations that received acceptable ratings for both of the gate one factors would proceed to the gate two evaluation. RFQ Encl. 3 at 20.

For gate two, the agency would evaluate offerors under the following equally-weighted factors: technical and management; price, and small business participation commitment document (SBPCD) utilization and prior experience. *Id.* When combined, the non-price factors were significantly more important than price. *Id.* at 18. The technical and management factor consisted of three equally-weighted subfactors: prior experience; oral presentations; and capability statement and management plan. *Id.*

¹ The agency amended the RFQ twice. COS at 6. All citations of RFQ Enclosure 3, Instructions and Evaluation Criteria, refer to the version issued with amendment 2, submitted as agency report Tab 4p.

² A CTA under the federal supply schedule contract is a written agreement between two or more schedule contractors to work together to meet an agency's requirements and to maximize a vendor's competitiveness. See General Services Administration (GSA) Schedule CTAs, <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedule/schedule-features/contractor-team-arrangements> (last visited Mar. 17, 2023).

Four vendors, including Peraton, submitted quotations by the RFQ's closing date. COS at 22. All four quotations were rated as acceptable under both of the gate one factors. *Id.* at 23. The Air Force then evaluated the vendors' quotations under the gate two factors and issued interchange notices to the vendors about their quotations to resolve questions, gain a better understanding, or address flaws. *Id.* at 23-25. After evaluating the quotations, the agency conducted a best-value tradeoff analysis and determined that CACI's quotation offered the best value. AR, Tab 18, Competitive Evaluation Decision Document (CEDD) at 50. The Air Force established the BPA and issued the first order to CACI on August 30, 2022. COS at 26.

Three vendors, including Peraton, filed protests with our Office. COS at 26. The protesters challenged various aspects of the agency's evaluation of quotations and the best-value tradeoff decision. The protesters also alleged that CACI obtained an unfair competitive advantage due to its employment of three former agency employees. The agency elected to take voluntary corrective action in the form of a reevaluation of quotations, a new best-value tradeoff decision, and an investigation into the alleged unfair competitive advantage, and our Office dismissed the protests as academic. *Accenture Fed. Servs., LLC*, B-421038.1, Sept. 23, 2022 (unpublished decision); *Science Applications Int'l Corp.*, B-421038.2, B-421038.4, Sept. 23, 2022 (unpublished decision); *Peraton Inc.*, B-421038.3, Sept. 23, 2022 (unpublished decision).

After investigating the alleged unfair competitive advantage, the agency concluded that CACI's employment of the three former Air Force employees did not create an unfair competitive advantage. AR, Tab 21a, Unfair Competitive Advantage Report at 1-2, 17-18. Following the agency's reevaluation, the agency assigned CACI's and Peraton's quotations the following ratings:

	Peraton	CACI
Technical & Management		
Prior Experience	Very Good	Very Good
Oral Presentation	Outstanding	Very Good
Capability Statement & Management Plan	Acceptable	Very Good
Small Business Utilization & Prior Experience	Acceptable	Outstanding
BPA Order 1	Reasonable	Reasonable
Total Evaluated Price	\$5,568,016,095	\$5,712,635,494

AR, Tab 19, Corrective Action CEDD at 44.

After the Air Force completed the corrective action reevaluation, the agency conducted a best-value tradeoff analysis, starting with the lowest-priced awardable quotation, and finishing with the highest-priced awardable quotation. AR, Tab 19, Corrective Action CEDD at 45-48. The Air Force again concluded that CACI presented the best value,

and the agency notified the vendors of the selection decision on December 22, 2022. COS at 27. After receiving redacted copies of the corrective action CEDD and evaluation reports from the agency, Peraton filed this protest with our Office.

DISCUSSION

Peraton raises several allegations challenging the agency's evaluation of quotations and the resulting selection decision. Peraton alleges that CACI obtained an unfair competitive advantage through its employment of former Air Force personnel, and the agency's failure to disqualify CACI from the procurement on that basis was unreasonable. The protester also challenges the Air Force's evaluation of CACI's quotation under the gate one prior experience factor, the evaluation of both vendors' quotations under the gate two non-price factors, and the best-value tradeoff decision. Although we do not address all of the protester's arguments in this decision, we have considered each argument and find no basis to sustain the protest. We discuss the principal allegations below.³

Unfair Competitive Advantage

Peraton contends that CACI obtained an unfair competitive advantage through its employment of former Air Force personnel. Protest at 73-86. There are three former government employees who are relevant to this protest, referred to here as X, Y, and Z.

The protester alleges that CACI's employment of X, Y, and Z created, at a minimum, an appearance of impropriety that the Air Force failed to adequately investigate. Protest at 73-94; Comments & 1st Supp. Protest at 34-54. The agency responds that the contracting officer conducted a comprehensive investigation and reasonably determined that CACI did not obtain an unfair competitive advantage.⁴ MOL at 27-28.

³ In the first supplemental protest, Peraton challenged the evaluation of CACI's quotation under the oral presentation subfactor. Comments & 1st Supp. Protest at 15-16. The protester also alleged that the agency engaged in disparate treatment in its evaluation of quotations under the capability and management plan subfactor. *Id.* at 23-25. The agency provided a substantive response to these allegations in the first supplemental agency report (1st Supp. COS/MOL at 25-26, 37-40), but Peraton did not respond to these arguments in its comments to the supplemental agency report. Accordingly, we dismiss these allegations as abandoned. *Medical Staffing Sols. USA*, B-415571, B-415571.2, Dec. 13, 2017, 2017 CPD ¶ 384 at 3.

⁴ The agency states that the contracting officer sought the advice and assistance of a multidisciplinary team, reviewed information from 551 internal meetings, considered 131 data points regarding available information, created chronologies, and documented the contracting officer's findings in a 35-page report that included 64 attachments and exhibits. MOL at 27-28. The report was submitted as agency report tab 21a.

It is well-established that contracting agencies must avoid even the appearance of impropriety in government procurements, and that a firm competing for a contracting opportunity may gain an unfair advantage through its hiring of a former government official, which can therefore be a basis to disqualify the firm from the competition. *Cybermedia Techs., Inc.*, B-420881, B-420881.2, Oct. 14, 2022, 2022 CPD ¶ 259 at 8. The assessment of whether an unfair competitive advantage has been created by a firm's hiring of a former government official is based on a variety of factors, including an assessment of whether the government employee had access to non-public proprietary or source selection sensitive information that was competitively useful.⁵ See, e.g., *Science Applications Int'l Corp.*, B-419961.3, B-419961.4, Feb. 10, 2022, 2022 CPD ¶ 59 at 6-8, 13 n.14.

In this regard, a person's mere familiarity with the type of work required is not, by itself, evidence of an unfair competitive advantage. See, e.g., *Geo Owl, LLC*, B-420599, June 13, 2022, 2022 CPD ¶ 143 at 4-5 (former employee's position was in a separate division); *Perspecta Enterprise Solutions, LLC*, B-418533.2, B-418533.3, June 17, 2020, 2020 CPD ¶ 213 at 8 (former employee's position was not within acquisition team's chain of command). Rather, the investigative record must reflect "hard facts" establishing the person's access to non-public information which could form a basis for competitively improving its proposal, thus providing an unfair competitive advantage over offerors without such information. *TeleCommunication Sys. Inc.*, B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 2-8; *Health Net Fed. Servs., LLC*, B-401652.3, B-401652.5, Nov. 4, 2009, 2009 CPD ¶ 220 at 29. These would include whether the individual had access to non-public information that was not otherwise available to other firms, or to non-public proprietary information about other firms, and whether that non-public information was competitively useful. *VSE Corp.*, B-404833.4, Nov. 21, 2011, 2011 CPD ¶ 268 at 7.

Whether the appearance of impropriety based on an alleged unfair competitive advantage exists depends on the circumstances in each case; ultimately, the responsibility for determining whether an appearance of impropriety exists, and whether an offeror should be allowed to continue to compete, is a matter for the contracting agency. *ASRC Fed. Sys. Sols., LLC*, B-420443, B-420443.2, Apr. 12, 2022, 2022 CPD ¶ 96 at 5. We will not disturb the contracting agency's determination in this regard unless it is shown to be unreasonable. *Id.*

⁵ We have recognized that, although there are certain procedural differences between an agency's consideration of an unfair competitive advantage under FAR subpart 3.1 and an agency's consideration of unequal access to information under FAR subpart 9.5, see, e.g., *Northrop Grumman Sys. Corp.*, B-412278.7, B-412278.8, Oct. 4, 2017, 2017 CPD ¶ 312 at 6-8, the standard for assessing a potential unfair competitive advantage under FAR subpart 3.1 is "virtually indistinguishable" from the standard for evaluating whether a firm had an unfair competitive advantage arising from its unequal access to information under FAR subpart 9.5. See, e.g., *Science Applications Int'l Corp.*, *supra*.

The contracting officer conducted an investigation into whether X, Y, or Z provided CACI with an unfair competitive advantage.⁶ AR, Tab 21a, Unfair Competitive Advantage Report at 1-2. The contracting officer reviewed and analyzed information relating to EITaaS, the EITaaS wave one procurement, the end user service risk reduction effort (EUS RRE), and the network as a service risk reduction effort (NaaS RRE).⁷ *Id.* at 3. The agency also gathered all EITaaS wave one information that was made publicly available. *Id.* Then, for each individual, the contracting officer outlined their role regarding EITaaS, the EITaaS wave one procurement, and the RREs; analyzed their access to information relating to each of those subjects; and reviewed information concerning any post-employment restrictions. *Id.* at 4. The contracting officer then determined what information remained non-public or was superseded. *Id.* He used analyses prepared by subject matter experts to determine if the information would provide any meaningful benefit to vendors based on the age and accuracy of the information, the degree of competitive insight it would provide, and the relationship to the evaluation criteria. *Id.* The contracting officer also requested information from vendors to confirm findings or to illuminate aspects of the investigation that the agency was unable to resolve using internal agency information. *Id.*

As a result of the investigation, the contracting officer concluded that CACI's employment of X, Y, and Z did not create an unfair competitive advantage. COS at 55.

⁶ The investigation was not limited to X, Y, and Z; it included all vendors (including their subcontractors and CTA members) and any former government officials they employ who were assigned to the EITaaS integrated program office or enterprise information technology stakeholder organizations. Tab 21a, Unfair Competitive Advantage Report at 2.

⁷ In 2018, the agency initiated a technical feasibility assessment, known as the RRE, to validate the agency's transition to enterprise IT services and inform future service planning. COS at 3. The EUS RRE and NaaS RRE were part of that effort. *Id.* The protester alleges that X and Y had access to information about RRE during their tenure with the Air Force and argues that access to that information provided CACI with an unfair competitive advantage. Protest at 76, 80. Similarly, Peraton contends that Z was involved with the NaaS RRE during his agency employment, and that such access also provided CACI with an unfair competitive advantage. *Id.* at 90.

As part of the investigation, the contracting officer requested and received a technical analysis comparing the EUS RRE and EITaaS wave one procurement, as well as cost and pricing analyses. COS at 3. The agency determined that there were significant differences between the requirements, and as a result, information about the EUS RRE would not provide a vendor with an unfair competitive advantage. AR, Tab 21a, Unfair Competitive Advantage Report at 12-14. The Air Force also compared the EITaaS wave one procurement to the NaaS RRE and concluded that information related to the NaaS RRE would not provide a vendor with an unfair competitive advantage. *Id.* at 17; COS at 68. Peraton has not shown that the agency's determinations were unreasonable.

As explained below, in our view, the facts here do not establish any impropriety regarding the Air Force's conduct of the procurement.

Allegations & Investigation Related to CACI's Employment of X

X was the senior materiel leader for the enterprise IT and cyber infrastructure division from June 2017 until his retirement in March 2022. COS at 59; AR, Tab 21a, Unfair Competitive Advantage Report at 5. X was hired by CACI on June 1, 2022, and X commenced his employment with CACI on June 20, 2022. COS at 59.

The protester contends that X was responsible for the EITaaS wave one acquisition strategy. Protest at 76. However, the agency's investigation demonstrated that as of November 2020, another Air Force official assumed all formal responsibilities concerning the RRE and EITaaS wave one acquisitions. COS at 60. The agency found that X did not draft or approve any documents related to the EITaaS wave one requirements. *Id.* at 61. The contracting officer acknowledged that X had access to non-public information, but the contracting officer determined that the information was either released or not competitively useful. *Id.* at 61-62. Peraton asserts that the Air Force's position is not credible, but the protester has not identified any hard facts to support its allegation.⁸ Comments & 1st Supp. Protest at 51-52.

Additionally, the investigation demonstrated that X was not involved in CACI's efforts related to the wave one quotation and therefore was not in a position to give the firm an unfair competitive advantage. Prior to leaving the Air Force, X was given post-government-employment ethics counseling, and was advised that he was prohibited from working on wave one activities in the private sector. COS at 61. X joined CACI after quotations were due (April 28, 2022), and after CACI's oral presentation (June 8, 2022). *Id.* at 62. Although X was employed by CACI when the firm was responding to interchange notices, he did not participate in CACI's efforts related to its quotation. *Id.*; AR, Tab 21a, Unfair Competitive Advantage Report at 16; AR, Tab 21c, Agency-CACI Communications at 8. The agency report included a declaration signed by X under penalty of perjury in which he declared that he had no role in CACI's oral presentation or quotation, did not have communications or interactions with anyone about the quotation, did not participate in responses to interchange notices, and did not

⁸ Peraton also alleges that an appearance of impropriety exists because X is a member of Isobar's board of directors, and the RFQ identified Isobar as one of the contractors that may provide the Air Force with advisory and assistance services in connection with the procurement. Protest at 82; RFQ encl. 3 at 5. The contracting officer investigated this allegation and found that Isobar personnel were not involved in the evaluation and did not otherwise have access to any of the wave one quotations. AR, Tab 21a, Unfair Competitive Advantage Report at 16-17. Accordingly, the Air Force reasonably concluded that X's relationship with Isobar did not provide CACI with an unfair competitive advantage or give rise to an impropriety.

communicate within CACI regarding the interchange notices.⁹ AR, Tab 21c, Agency-CACI Communications at 98.

We find that the record reflects that the contracting officer conducted a thorough investigation and reasonably concluded that CACI's employment of X did not provide the firm with an unfair competitive advantage.

Allegations & Investigation Related to CACI's Employment of Y

The second individual, referred to here as Y, served as the chief, enterprise IT portfolio division, compute/store and enterprise services and the tri-chair representative for the Air Force chief information officer.¹⁰ COS at 65. Y held those positions from July 2017 until he went on leave pending retirement in January 2021. *Id.* CACI hired Y in February 2021, and he formally retired from the Air Force in April 2021. *Id.* Peraton contends that because of Y's position and relationship with X,¹¹ "it is apparent that [Y] participated in the review of the acquisition strategy to include a review of the RRE Pricing Requirements, Program Risks and Mitigation, Delivery Schedule and Cost Estimate." Protest at 85. The protester claims this information provided CACI with an unfair competitive advantage. Comments & 1st Supp. Protest at 44-47.

The contracting officer found that Y did not have a formal role in the EITaaS wave one acquisition. AR, Tab 21a, Unfair Competitive Advantage Report at 18. Additionally, the contracting officer found that Y's role as a member of the tri-chair did not afford him with access to competitively useful non-public information related to the procurement. *Id.* The contracting officer found that Y received information about the EITaaS wave one procurement in 48 instances and concluded that the information had either been superseded, released, or was not competitively useful. *Id.* at 20; see also COS at 66.

It is undisputed that Y assisted CACI with preparing its quotation, and the protester alleges that Y's involvement provided CACI with an unfair competitive advantage. Comments & 1st Supp. Protest at 40. During the agency's investigation, CACI submitted a declaration signed by Y under penalty of perjury in which Y stated that he did not participate in the wave one procurement, he did not have access to source

⁹ X's declaration was corroborated by personnel who were involved with preparing CACI's quotation. AR, Tab 21c, Agency-CACI Communications at 101-102, 104-105, and 109-110.

¹⁰ The agency reports that the tri-chair acts as the highest level governance body within the integrated program office and is distinct from the management activities. COS at 65. The tri-chair is composed of representatives from Air Combat Command, Secretary of the Air Force, and Air Force Life Cycle Management Center, and it is intended to bring together the views of the operator, strategy, policy, and acquisition communities. AR, Tab 21a, Unfair Competitive Advantage Report at 6.

¹¹ According to the protester, in a 2020 published article, X stated that he spoke with Y at least three times a week about delivering enterprise IT services. Protest at 84.

selection information related to the wave one procurement or other non-public competitively useful information when he was an Air Force employee, and that he did not share such information with anyone at CACI. AR, Tab 21c, Agency-CACI Communications at 120-122. Peraton contends that Y is “misguided” concerning his prior access to competitively useful non-public information and asserts that “[Y] would not hesitate to share any information he obtained during his Air Force days with the CACI Wave 1 proposal team.” Comments & 1st Supp. Protest at 40.

On this record, we find no basis to question the reasonableness of the agency’s determination that no unfair competitive advantage--or even the appearance of an unfair competitive advantage--exists. *Interactive Info. Sols., Inc.*, B-415126.2 *et al.*, Mar. 22, 2018, 2018 CPD ¶ 115 at 6-7; *Health Net Fed. Servs., LLC, supra*. The facts do not establish that Y had access to any non-public, competitively useful information related to the wave one procurement. Y affirmed as much, and the contracting officer’s investigation did not reveal any evidence supporting Peraton’s allegation. Rather, the investigation showed that Y left the agency before nearly all of the acquisition milestones occurred. AR, Tab 21a, Unfair Competitive Advantage Report at 20. Additionally, the contracting officer found that any information Y may have received while at the Air Force, such as funding and budget data, was superseded or disclosed to potential vendors. *Id.* Absent any hard facts supporting the protester’s allegation of impropriety, or appearance of an impropriety, we are provided no basis to sustain the protest ground alleged. *Id.*

Allegations & Investigation Related to CACI’s Employment of Z

The third person, referred to here as Z, served as chief, enterprise IT transformation and EITaaS network lead starting in 2018. COS at 69. Initially, Z was involved with the broader EITaaS effort, but his participation ended when he deployed to Germany in 2019. *Id.* Z retired from the Air Force in June 2021 and was hired by CACI in August 2021, where he was involved with preparing CACI’s quotation. *Id.*

The contracting officer found that Z received information about the EITaaS wave one procurement and the EUS RRE procurements on five occasions. COS at 70. The contracting officer reviewed the information and determined that Z did not have access to competitively useful non-public information. *Id.* at 71. The contracting officer found that the information to which Z had access was generic, high level, and in the case of the EUS RRE procurement information, irrelevant to the wave one procurement. AR, Tab 21a, Unfair Competitive Advantage Report at 23-24. For example, the contracting officer found that the information Z could have received at the EITaaS seams conference would not be competitively useful for the wave one procurement because the identification of seams between the RRE lines of effort, vendors, and government offices was irrelevant to the acquisition.¹² *Id.* at 23. Additionally, during the

¹² The materials for the seams conference state that the purpose of a seam is to “Provide visibility into and solution for knowledge through the creation of a seam entry

investigation, CACI submitted a declaration signed by Z under penalty of perjury in which Z stated that he did not gain access to any non-public, source selection, or proprietary information related to the wave one procurement during his time at the Air Force.¹³ AR, Tab 21c, Agency-CACI Communications at 117. The protester has not demonstrated that the contracting officer's conclusions were unreasonable.

For the reasons stated above in the context of Y, we see no basis to question the reasonableness of the contracting officer's determinations, and we deny this protest.

Evaluation Challenges

Peraton challenges virtually every aspect of the agency's evaluation of quotations under the non-price factors. In its various protest submissions, Peraton raises arguments that are in addition to, or variations of, those specifically discussed below. Although we do not specifically address all of Peraton's arguments, we have considered them all and find no basis to sustain the protest.

As an initial matter, the evaluation of quotations is a matter within an agency's discretion. *Advisory Tech. Consultants*, B-416981.3, June 4, 2019, 2019 CPD ¶ 209 at 3. When reviewing a protest challenging an agency's evaluation, our Office will not reevaluate quotations, but 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. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. *Converge Networks Corp.*, B-415915.2, B-415915.3, Aug. 20, 2018, 2018 CPD ¶ 334 at 5.

which gives notification to each participating team of the need for collaboration to complete the associated actions to close the seam." AR, Tab 21a, Unfair Competitive Advantage Report at 832. Seams are not action items. Rather, they are between two entities, e.g., a vendor and the agency.

¹³ Peraton insists that Z must have had access to competitively useful non-public information and cites Z's attendance at a pre-briefing in November 2020 to support this allegation. Comments & 1st Supp. Protest at 53-54. As an initial matter, the contracting officer found that the information presented during the pre-briefing would not give rise to an unfair competitive advantage. AR, Tab 21a, Unfair Competitive Advantage Report at 20. For example, market research findings were disclosed verbatim to potential vendors, and the funding and budget data presented in the briefing were superseded. *Id.* at 8. Additionally, although the contracting officer noted during the investigation that Z attended an EITaaS pre-briefing in November 2020 (*id.* at 23), the Air Force states that the contracting officer made a mistake, and Z did not attend that meeting. 1st Supp. COS/MOL at 57.

Gate One Prior Experience Factor

For the gate one prior experience factor, the RFQ stated that vendors should submit no fewer than three examples of prior experience, and vendors could use examples provided by subcontractors as long as the majority of examples submitted were performed by the prime contractor. RFQ Encl. 3 at 9. To be rated acceptable under this factor, the evaluation criteria established that the vendor was required to demonstrate at least three examples of prior experience supplying certain types of products and services, and two of those examples had to also demonstrate an ability to handle contracts of similar size and scale. *Id.* at 20.

CACI submitted seven experience examples--four submitted by CACI and three submitted on behalf of CACI's subcontractors. AR, Tab 34a, CACI Gate 1 Prior Experience Evaluation at 11. The Air Force found that CACI's fourth experience example was not relevant because it did not satisfy the relevancy criteria, which left CACI with three relevant examples submitted by CACI and three submitted by subcontractors. *Id.*

The protester contends that the agency was required to reject CACI's quotation during the gate one evaluation because the majority of CACI's compliant experience references did not come from CACI. Comments & 1st Supp. Protest at 6. The agency responds that Peraton is conflating the instructions and the evaluation criteria, and it asserts that CACI's quotation was properly rated as acceptable. 1st Supp. COS/MOL at 5.

This argument has no merit. As stated above, the solicitation instructed offerors to submit at least three relevant experience examples, of which a majority had to have been performed by the offeror as a prime, rather than by subcontractors. This meant that a prime contractor could satisfy the minimum requirement by submitting at least two relevant examples of its own experience, and one relevant example of its subcontractor's experience. Given the plain meaning of the instructions, CACI's quotation--which included three relevant examples of its own experience and three relevant examples for its subcontractors' experience--exceeded the minimum requirement. In other words, CACI meet the minimum acceptable requirement on its own and exceeded it with the addition of examples from its subcontractors. Accordingly, we reject the protester's argument.

Gate Two Prior Experience Subfactor

Peraton protests the agency's evaluation of both vendors' quotations under the gate two technical factor's prior experience subfactor. For this subfactor, the RFQ instructed vendors to describe how the experience examples identified for the gate one experience factor specifically relate to and support the EITaaS wave one requirements. RFQ encl. 3 at 22. The RFQ provided:

Prior experience submittals must clearly articulate the applicability of the experience to the requirements provided in both the BPA [Performance Work Statement (PWS)] and the BPA Order (BO) 01. For each prior experience offerors must describe how each experience applies to and benefits EITaaS Wave 1, detail their role, and clearly demonstrate the performance characteristics and customer gain of solutions implemented and the ability to effectively communicate to stakeholders.

Id. The RFQ continued: “Deficiencies in showing applicability to the requirement, inability to communicate effectively, or a material failure to collectively meet all requirements across the prior experiences will be considered a deficiency.” *Id.*

Evaluation of Peraton’s Quotation

The agency assessed three deficiencies to Peraton’s quotation under this subfactor, each of which was based on a lack of information or insufficient details in addressing the solicitation requirements.¹⁴ See AR, Tab 10, Peraton Prior Experience Consensus Worksheet at 10, 11, and 19. For example, the agency assessed a deficiency to the protester’s quotation for the data management task after finding that the experiences lacked sufficient information to prove the impact of their data management efforts. AR, Tab 10, Peraton Prior Experience Consensus Worksheet at 11. The evaluators wrote:

One example of Peraton’s deficiency is their response for USSTRATCOM [U.S. Strategic Command]. Peraton provided a two-sentence description that stated they manage data using [REDACTED], and effectively managed large amounts of data. This does not give the evaluators confidence that Peraton can successfully execute data management as a benefit to Wave 1, and is therefore deficient.

Id. (internal citation omitted).

The protester contends that the agency applied criteria that were inconsistent with the evaluation criteria in the RFQ in its assessment of these deficiencies. More specifically, Peraton contends that “nothing in the solicitation required that each individual prior

¹⁴ The Air Force identified a deficiency in Peraton’s quotation for the test task after finding the quotation lacked sufficient detail to evaluate the quality of Peraton’s services. AR, Tab 10, Prior Experience Consensus Worksheet at 10. The evaluators noted that the protester did not demonstrate how its efforts and processes would benefit wave one. *Id.* The agency assessed a deficiency for the data management task after finding that “the provided Experiences lacked information to prove the impact of the data management efforts.” *Id.* at 11. Lastly, the agency assessed a deficiency for stakeholder communications after determining that Peraton’s quotation lacked sufficient information in three of the experience examples to demonstrate how Peraton’s experience would relate to and support the EITaaS wave one scope requirements. *Id.* at 19.

experience reference encompass all of the EITaaS Wave 1 requirements in the BPA and BPA Order 1 PWS tasks.” Protest at 36. Peraton argues that the agency had no basis to assess any deficiencies under this subfactor because its experience examples collectively addressed the requirements. Protest at 37; Comments & 1st Supp. Protest at 12. The Air Force responds that the assessment of a deficiency was not limited to a quotation’s failure to collectively meet the requirements, and points out that these deficiencies were assessed because Peraton’s quotation failed to provide enough information to demonstrate what the RFQ required. Supp. COS/MOL at 11. The agency maintains that it evaluated the protester’s experience examples on a collective basis. *Id.*

An agency is required to evaluate quotations based solely on the factors identified in the solicitation. *Chloeta Fire, LLC*, B-416448, July 17, 2018, 2018 CPD ¶ 248 at 3; *IBM Glob. Bus. Serv.-U.S. Fed.*, B-409029, B-409029.2, Jan. 27, 2014, 2014 CPD ¶ 43 at 4. Where a protester challenges the evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Data Computer Corp. of Am.*, B-419033.4 *et al.*, Aug. 3, 2021, 2021 CPD ¶ 300 at 8.

Here, the RFQ established that the agency would assess whether the vendor “describe[d] how each experience applies to and benefits EITaaS Wave 1.” RFQ at 22. The RFQ identified three bases for the assessment of a deficiency: failing to show applicability to the requirement, inability to communicate effectively, or a material failure to collectively meet all requirements across the prior experiences. *Id.* The record demonstrates that the Air Force did not assess deficiencies because the protester’s experience examples failed to collectively address the requirements. Rather, the agency assessed a deficiency to Peraton’s quotation for the test task because the quotation lacked sufficient detail to evaluate the quality of Peraton’s services; for the data management task because the quotation lacked information to prove the impact of the data management efforts; and for stakeholder communications because the quotation lacked sufficient information in three of the experience examples to demonstrate how the experience would relate to and support the EITaaS wave one scope requirements. AR, Tab 10, Peraton Prior Experience Consensus Worksheet at 10, 11, and 19. This was consistent with the evaluation criteria.

The premise of the protester’s argument here--that the agency based its assessment of deficiencies on whether *each* of the past experience examples identified in Peraton’s quotation encompassed *all* of the EITaaS Wave 1 requirements --is not supported by the record. The record shows, as stated above, that Peraton’s quotation was assessed deficiencies for failing to provide enough information to demonstrate an understanding of the requirements and for failing to show a benefit to EITaaS wave one from some of the experience examples provided. MOL at 9-10. The protester conflates the RFQ provision allowing offerors to meet all of the experience requirements collectively, on the one hand, with the requirements that--however many experience examples were presented--each experience example demonstrate its applicability to the requirement and the ability to communicate effectively. Accordingly, this argument is denied.

Evaluation of CACI's Quotation

Peraton advances several challenges to the agency's evaluation of CACI's quotation.¹⁵ For example, Peraton argues that the agency improperly credited CACI with experience of an affiliate, CACI, Inc.-Federal (CACI-Fed). 4th Supp. Protest at 2-4. Four of the experience examples that CACI submitted were performed by CACI-Fed, and the protester claims that CACI's quotation does not show that CACI-Fed will be meaningfully involved in performance. The agency responds that it understood CACI's structure--including that CACI and CACI-Fed shared resources and operated as one unified company. 2nd Supp. COS/MOL at 15. The agency also asserts that CACI's quotation demonstrated that CACI-Fed will be involved in performance. *Id.* at 15-17. The protester discounts the agency's arguments as *post hoc* rationalizations and asserts that the agency did not analyze the role of CACI-Fed during the evaluation. 2nd Supp. Comments at 7.

An agency properly may attribute the experience or past performance of a parent or affiliated company to an offeror where the firm's proposal demonstrates that the resources of the parent or affiliate will affect the performance of the offeror. *Alutiiq Pac., LLC*, B-409584, B-409584.2, June 18, 2014, 2014 CPD ¶ 196 at 4. The relevant consideration is whether the resources of the parent or affiliated company--its workforce, management, facilities or other resources--will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. *Ecompex, Inc.*, B-292865.4 *et al.*, June 18, 2004, 2004 CPD ¶ 149 at 5. As such, while it would be appropriate to consider an affiliate's performance record where it will be involved in the contract effort or where it shares management with the offeror, *CBF Partners JV, LLC*, B-419846.2 *et al.*, Dec. 14, 2021, 2022 CPD ¶ 10 at 5-6, it is inappropriate to consider an affiliate's record where that record does not bear on the likelihood of successful performance by the offeror and where there is no evidence that the affiliate will meaningfully contribute to performance. *Vane Line Bunkering, Inc.*, B-417859, B-417859.2, Nov. 22, 2019, 2019 CPD ¶ 409 at 12.

¹⁵ Another example of Peraton's challenges include a contention that CACI's quotation should not have been rated as very good under this factor because CACI's quotation did not sufficiently address program management or schedule. Comments & 1st Supp. Protest at 13-15. The agency found that CACI's quotation did not provide sufficient detail concerning program management and assessed a deficiency. 1st Supp. COS/MOL at 19, 21-22; AR, Tab 35, CACI Consensus Evaluation Worksheet at 8. At the same time, the Air Force did not assess a deficiency for schedule because the evaluators found that all of CACI's experience examples demonstrated the ability to successfully provide schedule services. AR, Tab 35, CACI Consensus Evaluation Worksheet at 10-11. The agency points out that the RFQ provided that a quotation could be rated as very good even if it included a few deficiencies. 1st Supp. COS/MOL at 16-17 (*citing* RFQ Encl. 3 at 21). Based on our review of the record, we find no basis to conclude that the agency's assessment of a rating of very good to CACI's quotation was unreasonable.

Moreover, in reviewing an agency's evaluation, our Office will not limit its review to contemporaneously documented evidence, but instead will consider all the information provided, including a party's arguments and explanations. *American Sys. Corp.*, B-420132 *et al.*, Dec. 13, 2021, 2021 CPD ¶ 387 at 10; *Serco, Inc.*, B-406683, B-406683.2, Aug. 3, 2012, 2012 CPD ¶ 216 at 7. Although we generally give little or no weight to reevaluations and judgments prepared in the heat of the adversarial process, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review as long as those explanations are credible and consistent with the contemporaneous record. *American Sys. Corp.*, *supra*.

Here, we conclude that CACI's quotation reflects the meaningful involvement of CACI-Fed., and find the Air Force's explanation to be consistent with the contemporaneous evaluation record. CACI's quotation stated that CACI-Fed provides shared [REDACTED] to CACI, the firms share [REDACTED], and they share the [REDACTED]. AR, Tab 37a, CACI Cover Letter at 3. CACI's quotation also provided that the firms operated as a [REDACTED]. *Id.* The quotation expressly stated that [REDACTED]. *Id.* Additionally, CACI's quotation discussed how CACI would leverage the [REDACTED] in CACI's performance of EITaaS wave one. See, e.g., AR, Tab 37m, CACI Capability Statement and Management Plan at 36-38 (discussing CACI-Fed's use of [REDACTED] on prior contracts and proposed approach for [REDACTED]). We find that the agency reasonably credited the awardee with the corporate experience of CACI-Fed in its evaluation of CACI's quotation.¹⁶

Capability Statement and Management Plan Subfactor

Peraton alleges that the agency utilized unstated evaluation criteria under the capability statement and management plan subfactor when the Air Force found that Peraton's quotation provided insufficient detail in the capability statement. Protest at 43-49. The protester contends that instead of making a binary assessment of whether a vendor addressed all of the PWS requirements, "proposals were evaluated on the basis of whether the proposal contained 'clear articulation,' 'partial articulation,' or 'minimal articulation' in the understanding of a requirement." *Id.* at 44; see also Comments & 1st Supp. Protest at 17. The protester complains that its quotation should have been rated as very good or outstanding, instead of merely acceptable under this subfactor. Protest

¹⁶ The protester contends that the facts presented here are comparable to those presented in *MetroStar Systems, Inc*, B-416377.5, B-416377.8, Apr. 2, 2020, 2020 CPD ¶ 135, where our Office found that the procuring agency unreasonably credited a different CACI affiliate with the experience of affiliated firms. 4th Supp. Protest at 4. In *MetroStar Systems*, we found that the awardee's proposal did not specifically mention the affiliates or discuss the resources that would be used in performance, and the "oblique references" to the affiliates were too vague to find meaningful involvement. *MetroStar Sys.*, *supra*. at 8. Here, in contrast, CACI's quotation addressed CACI-Fed, the shared resources, and how the resources and experience would be leveraged during performance.

at 43-44. The Air Force responds that the protester's argument is inconsistent with the RFQ, and the evaluation was reasonable. MOL at 14.

We agree with the agency. The RFQ required vendors to submit a capability statement, as well as a management and capacity plan. RFQ encl. 3 at 12. The RFQ provided that vendors must explain how all services within the BPA PWS would be provided. *Id.* at 24. The RFQ established 10 criteria that the Air Force would use to evaluate the capability statement plan, including whether the vendor "Provide[d] an overarching capability statement that clearly articulates how the Offeror is able to meet all requirements documented in the BPA PWS Sections 7-16." *Id.* at 24-25. Eight of the criteria included assessing whether the vendor articulated its approach, including whether the capability statement clearly articulated how the vendor would meet the PWS requirements. *Id.* For example, the agency would evaluate whether the capability statement "Provides an overarching capability statement that clearly articulates how the Offeror is able to meet all requirements documented in the BPA PWS Sections 7-16." *Id.* at 24. As such, Peraton's position that the RFQ did not contemplate an evaluation of how well the vendor's quotation articulated how the vendor would meet the requirements ignores the language in the RFQ.

Additionally, we see no basis to question the agency's evaluation of Peraton's quotation under this subfactor. The evaluators found that Peraton's quotation minimally articulated how it would meet several PWS tasks and subtasks because the quotation identified the requirements and listed tools Peraton would use to meet the requirements, but the quotation did not provide more information. COS at 38-40. As a result, the agency assessed deficiencies to Peraton's quotation and rated the quotation as acceptable under this subfactor.¹⁷ *Id.* at 40-41. The protester has not established that the agency's conclusions were unreasonable or inconsistent with the solicitation. Accordingly, we deny this protest ground.

Small Business Utilization and Prior Experience Factor

The protester challenges various aspects of the agency's evaluation of quotations under the small business utilization and prior experience factor. We have considered all of Peraton's arguments and find none provides a basis to sustain this protest. We discuss two representative examples below.

For the small business utilization and small business prior experience factor, the RFQ instructed vendors to submit a completed small business participation commitment document (SBPCD) template and experience information to demonstrate compliance

¹⁷ The RFQ defined an acceptable rating as follows: "An acceptable quote contains positive aspects that outweigh any existing deficiencies. The Offeror's quote meets the requirements defined in the RFQ. The Evaluator is confident that the Offeror can successfully achieve the requirements in the RFQ if the technical approach proposed is followed. The quote acknowledges technical or schedule risks, however does not have a clear plan to mitigate all of them effectively." RFQ Encl. 3 at 21.

with FAR provision 52.219-8, Utilization of Small Business Concerns. RFQ encl. 3 at 9, 16. The Air Force would evaluate quotations under this factor to determine whether the proposed strategy would maximize the amount of meaningful small business participation. *Id.* at 26. The RFQ provided that the agency would use seven evaluation criteria for this factor, including the extent to which the SBPCD exceeded the 35 percent minimum quantitative requirement, the complexity of work allocated to small businesses, and demonstration of best practices to remediate issues with subcontractor performance. *Id.* at 27.

Peraton contends that the Air Force evaluated the vendors' quotations disparately, and asserts that if the agency had treated them equally, Peraton's quotation would have received a better rating than acceptable, and it would have been selected for award. 2nd Supp. Protest at 5-6. Specifically, the protester contends that the Air Force treated the vendors disparately by crediting CACI for the number of small business subcontractors that it proposed to work with, the percentage of the contract value allocated to small businesses, and CACI's record of exceeding small business subcontracting goals while ignoring the same aspects in Peraton's quotation. *Id.* The agency responds that Peraton mischaracterizes the evaluation by focusing on metrics that are not evaluation criteria, and that the protester also ignores differences in the vendors' quotations. 1st Supp. COS/MOL at 42.

We have reviewed the record and find the agency's response to the allegations persuasive. For example, the agency states that it referenced the number of small businesses with which CACI proposed to team in the context of evaluating the complexity of work allocated to small businesses. 1st Supp. COS/MOL at 60. The agency found both vendors presented an exceptional approach and understanding to allocating complex work to small businesses. 2nd Supp. COS/MOL at 22 (*citing* AR, Tab 19, Corrective Action CEDD at 28, 35). The agency credited both vendors with allocating complex work to small businesses; the number of small business team members was not part of the evaluation criteria, and the evaluators did not rely on that data point in the evaluation. 1st Supp. COS/MOL at 60. As such, there is no evidence of disparate treatment.

As an additional example, the agency states that the percentage of contract value dedicated to small business subcontractors was not the basis for evaluation; rather, the evaluation was based on the number of small business contractors a vendor planned to use during performance. 1st Supp. COS/MOL at 60. In this regard, the agency points out that the RFQ included the following criteria: (1) the extent to which the SBPCD exceeds the wave one small business minimum quantitative requirement of 35 percent (calculated based on total small business subcontractors and CTA members), and (2) the extent to which the SBPCD exceeds the 27 percent minimum quantitative requirement for small business CTA member participation. *Id.* at 60; RFQ encl. 3 at 27. The agency further notes that the percentages in CACI's quotation exceeded the percentages in Peraton's quotation, which supported the higher rating for CACI's quotation. 1st Supp. COS/MOL at 60. Specifically, CACI's proposed SBPCD exceeded the minimum small business subcontractor and CTA member requirement by

[REDACTED] percent, and Peraton's proposed SBPCD exceeded the same requirement by [REDACTED] percent. *Id.* at 43. The agency found that the [REDACTED] percent difference would be significant over the life of the BPA. *Id.* Additionally, CACI's proposed SBPCD exceeded the minimum requirement for small business CTA member participation by [REDACTED] percent, while Peraton's proposed SBPCD [REDACTED] the requirement. *Id.* The difference in the evaluation was due to the differences in what the vendors proposed. Accordingly, we conclude the protester has not shown that the agency engaged in unequal treatment.

Best-Value Tradeoff

Peraton asserts that the agency's best-value tradeoff was unreasonable because the Air Force relied on flawed underlying evaluations and failed to meaningfully consider price.¹⁸ Protest at 66-69.

The protester's allegation regarding the agency's reliance on the underlying evaluations is derivative of Peraton's challenges to the evaluation, all of which we have either dismissed or denied.¹⁹ Thus, we dismiss this allegation because derivative allegations do not establish independent bases of protest. *Advanced Alliant Solutions Team, LLC*, B-417334, Apr. 10, 2019, 2019 CPD ¶ 144 at 6.

The protest is denied.

¹⁸ The protester also complains that the source selection authority did not acknowledge certain positive aspects or deficiencies in the vendors' quotations that the evaluators had identified. See Comments & 1st Supp. Protest at 30, 57; Supp. Comments & 3rd Supp. Protest at 15-17; 4th Supp. Protest at 4-5. However, there is no requirement that a source selection authority restate each strength or weakness when comparing quotations and making an award determination. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 15.

¹⁹ We also find no merit to Peraton's argument that the agency failed to meaningfully consider price. The corrective action CEDD establishes that the source selection authority was aware of the difference in the prices offered by Peraton and CACI. AR, Tab 19 Corrective Action CEDD at 46 ("CACI's [total evaluated price] represents a price premium of approximately 2.5 [percent] or \$144.6M over Peraton.") The corrective action CEDD also demonstrates that the source selection authority understood the positive aspects and deficiencies in each quotation. *Id.* at 46-47. The source selection authority determined that the positive aspects in CACI's quotation under the capability statement and management plan subfactor, as well as the small business utilization and prior experience subfactor justified a higher price. *Id.* at 47. Peraton's disagreement with the agency's decision does not render that decision unreasonable. *Sigmatech, Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, 2018 CPD ¶ 336 at 11.

Edda Emmanuelli Perez
General Counsel