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Decision

Matter of: CAE USA, Inc.

File: B-421550; B-421550.3; B-421550.4; B-421550.7

Date: June 22, 2023

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DIGEST

Protest challenging the agency's evaluation of proposals under the staffing approach subfactor is denied where the evaluation was reasonable, equal, and consistent with the terms of the solicitation.

DECISION

CAE USA, Inc. (CAE), of Tampa, Florida, protests the issuance of a task order to Fidelity Technologies Corp. (Fidelity), of Reading, Pennsylvania, pursuant to request for proposals (RFP) No. N6134022R0029, issued by the Department of the Navy, for flight instructional services. The protester contends the agency's evaluation of proposals under the technical factors was unreasonable, unequal, and inconsistent with the terms of the solicitation.

We deny the protest.

BACKGROUND

The agency issued the solicitation on September 14, 2022, under the Navy's Field Training Support Systems V multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR)

subpart 16.5.¹ Agency Report (AR), Tab 9, RFP at 1. The solicitation contemplated the issuance of a single task order, with fixed-price and cost reimbursement contract line items, and a 7-month base period of performance and four, 1-year option periods. *Id.* at 4-39. The Navy sought contractor instructional services for naval aviation training at several naval air stations. Contracting Officer's Statement (COS) at 1. Services will include in-person, one-on-one flight training instruction, and ground and academic instruction using training aircraft, training aircraft simulators, and part-task trainers. *Id.*

The solicitation advised that award would be made on a best-value tradeoff basis, considering two factors: (1) technical; and (2) price. RFP at 93-94. The technical factor had two subfactors: (a) management approach; and (b) staffing approach. *Id.* at 94. The solicitation explained the Navy would "evaluate each Offeror's Technical Proposal to assess: the adequacy of the proposed approach; whether the proposal contains any perceived benefits; and whether the approach presents any perceived risks." *Id.* at 95. The agency would assign one of five technical ratings, and one of four technical risk ratings, under the technical factor.² *Id.* at 94. Price would be evaluated for completeness, reasonableness, and realism. *Id.* at 96. The solicitation further advised that the technical factor was significantly more important than price. *Id.* at 94.

The agency received proposals from multiple offerors by the submission deadline. COS at 11-12. The Navy evaluated the proposals of CAE and Fidelity as follows:

	CAE	Fidelity
Technical Rating	Acceptable	Outstanding
Technical Risk Rating	Low	Low
Price	\$237,448,053	\$240,398,291

AR, Tab 105, Selection Official's Decision Document (SODD) at 3.

The selection official (SO) concluded that Fidelity's proposal represented the best value to the Navy. *Id.* at 13. In so determining, the SO found that Fidelity's proposal was superior in terms of its "demonstrated understanding of [the] requirements and its adequacy of approach." *Id.* at 12. The SO also identified that "Fidelity's proposal has a relatively lower risk [than CAE's proposal] due to the thoroughness of [Fidelity's] proposal." *Id.* at 12-13. The SO concluded that Fidelity's superior proposal was worth the 1.24 percent price premium as compared to CAE's proposal. *Id.* at 13. The Navy

¹ While the RFP was amended twice, all citations are to the conformed final version of the solicitation. All citations to the record are to the Adobe PDF document page numbers.

² The five technical ratings were outstanding, good, acceptable, marginal, and unacceptable. RFP at 94. The four technical risk ratings were low, moderate, high, and unacceptable risk. *Id.* at 95.

issued the task order to Fidelity on February 24, 2023. COS at 17. Following a debriefing, this protest followed.³

DISCUSSION

CAE principally challenges the Navy's evaluation of proposals under the staffing approach subfactor. The protester contends the agency's decision to assign CAE's proposal a negative attribute under that subfactor was unreasonable and contrary to the terms of the solicitation, and amounted to disparate treatment. The protester additionally challenges two positive attributes assigned to Fidelity's proposal as unreasonable. For the reasons that follow, we find no basis to sustain the protest.⁴

Evaluation of CAE's Proposal

The Navy's requirement under this solicitation primarily concerns contractor instructional services (CIS) for flight instruction training across multiple naval air stations. See AR, Tab 12a, Performance Work Statement (PWS) Addendum B. The agency explains that because the solicitation requires specialized technical skills and experience with specific military aircraft to provide military flight instruction, the PWS requires that contractor instructors (CIs) must be vetted and specifically approved at each individual training site before providing instruction. Memorandum of Law (MOL) at 10; see AR, Tab 12a, PWS Addendum B at 25, para. 4.4.5. As the Navy explains, "[a]s a result of these experience and extensive pre-approval requirements, staffing cannot be immediately expanded on a daily basis to meet variations in daily requirements or cover staff unavailability (due to vacation, sick leave, military reserve duty, etc.), except through the use of some form of excess capacity in the staffing approach proposed." MOL at 11.

To supply instructors, the RFP required offerors to propose prices based on a provided level-of-effort (quantified by the number of hours-per-week (HPW)) at each specified location. See AR, Tab 39, RFP attach. L-3, Price Breakout Worksheet. Each location had a baseline of HPW that represented 100 percent capacity at the given site. *Id.* The Navy utilized a "stepladder" approach to allow for an upward or downward adjustment of contractor instructors' HPW from this baseline, which, the agency explains, will be necessary due to variations in pilot production and availability. COS at 1; MOL at 5. For example, for naval air station Meridian, the PWS established 750 HPW as the baseline, with the stepladder going as low as 650 HPW and as high as 850 HPW. AR, Tab 39, Price Breakout Worksheet at 1. The RFP allowed for variations in the

³ Because the estimated value of the issued task order is over \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority granted in title 10 of the United States Code. 10 U.S.C. § 3406(f).

⁴ CAE raises other collateral allegations. Although our decision does not specifically address them all, we have considered each argument and find that none provides a basis on which to sustain the protest.

stepladder level of effort with 60 days' notice. AR, Tab 12a, PWS Addendum B at 45, para. 5.5.1.

Within the established stepladders, however, the RFP also contemplated variations in scheduling, given the agency's need for adjustments. The solicitation explained that daily schedules are finalized the prior afternoon. *Id.* at 42-43, para. 5.4.2. To that end, while the solicitation's HPW were intended to be distributed evenly in a given week, flexibility was required, as "[p]erfect level load scheduling is normally unattainable[.]" *Id.* at 46, para. 5.7.1. The solicitation included several methods through which variation could occur.

First was exceedance, which, generally, allowed the Navy to require a contractor to perform at 10 percent above the baseline HPW (or 110 percent overall). *Id.* at 46-47, para. 5.7.2. Performance above 110 percent would require contractor agreement. *Id.* The PWS explained:

Due to variations in daily scheduling of CIS Instruction Time, requirements may exceed normal [hours per day (HPD)], and this Task Order provides for an allowable 10 [percent] maximum exceedance over HPD. [. . .] The contractor could be scheduled to perform, without contractor concurrence, up to 110 [percent] of a calculated HPD, on any given day. 110 [percent] is the maximum exceedance of HPD that the government may schedule, without contractor concurrence. However, should the government require additional CIS Instruction Time greater than 110 [percent], the contractor may agree to exceed 110 [percent] to meet mission.

Id. The PWS provided an example of how 10 percent exceedance could work:

At a site with 500 HPW, the Government Scheduling Authority could schedule 110 hours of CIS Instruction Time[.] The additional 10 hours executed on this day would be deducted from the allotment of HPW. If done on Monday, 390 weekly hours would remain. If the same 110-hour schedule was executed Tuesday, Wednesday, and Thursday, then only 60 hours of the site's 500 HPW would remain for Friday's schedule.

Id. at 47, para. 5.7.2.1

The second flexibility in performance was called carry-over hours. *Id.* at 48, para. 5.9. The solicitation explained that because scheduling "requires increased flexibility due to frequent variations in weekly student production and scheduling requirements[.]" carry-over hours--those "unexecuted weekly ladder hours, up to 10 [percent] of normal HPW (not reduced due to weekday holidays), that government is allowed to apply to the following training week"--may be used to meet daily training schedule requirements the following week. *Id.* Carry-over hours, however, would not accrue from week to week. *Id.* The PWS explained that, at a site with a hypothetical 500 HPW for a 5-day workweek:

If 475 hours were executed in week 1, then 25 hours would carry-over to week 2, and week 2's HPW would be increased to 525 HPW. The HPD, in this case, would increase to 105 hours, with the ability to schedule up to 110 hours each day, up to the HPW of 525.

Id. at 48-49, para. 5.9.1.

The third potential variance provided flexibility was additional instruction time (AIT). *Id.* at 47, para. 5.8. In essence, the Navy could pay an increased rate to add daily instructional hours up to 110 percent at a given site.⁵ The Navy's use of AIT was discretionary. *Id.* As an example, "[a]t a site with 500 HPW for a normal 5-day work-week, then a maximum of 50 hours of AIT would be available for the week." *Id.* The PWS further elaborated on the 10 percent exceedance example, noted above, where, for a 500 HPW schedule, the Navy scheduled 110 hours on Monday through Thursday, leaving only 40 hours for Friday:

If 50 hours of AIT was authorized, 90 hours could be scheduled without concurrence. To restate, this was a site with 500 HPW, [Monday-Thursday] the government scheduled 110 hours each day and 90 hours were scheduled on Friday. This totaled 550 hours of training – 500 of which was chargeable HPW and 50 of which was AIT.

Id. at 47-48, para. 5.8.1.

Turning to the proposal submission instructions, under the staffing approach subfactor, each offeror was required to "describe how its approach will efficiently and effectively meet training requirements and support Fleet training to a 100 [percent] Instruction Factor." RFP at 89. Further, each offered approach was to include "an explanation as to how its proposed mix of full-time and/or part time CI personnel [. . .] at each site will support the evaluated [PWS] required stepladders and provide necessary flexibility for each site, while maintaining continuity and quality of instruction." *Id.* Moreover, each "Offeror shall also explain its approach to effectively mitigate the effects of temporary staffing shortages (e.g. sick, vacation, military call-up, etc.)." *Id.* Offerors were also required to provide a notional daily training schedule specific to the stepladders identified in the price breakout worksheet. *Id.* The Navy would evaluate an offeror's contractor instruction staffing approach, "including its approach to support Fleet training requirements at each site by maintaining a 100 [percent] [instruction factor], and its explanation as to its ability to support stepladders and flexibility requirements at each site." *Id.* at 95.

⁵ The PWS provided that "[p]er Section G.1 of this Task Order, the contractor is required to perform AIT as scheduled, up to 10 [percent] of the HPW specified for each site [contract line item number]." AR, Tab 12a, PWS Addendum B at 47, para. 5.8.

In evaluating CAE's proposal under the staffing approach factor, the Navy documented and examined the protester's approach, and assigned one negative attribute.⁶ AR, Tab 73 CAE's Consensus Evaluation Worksheet (CEW) at 6-8. The agency evaluators identified that CAE's proposal staffed between [DELETED] percent and [DELETED] percent efficiency (depending on the specific site) to meet carry-over, surge, or AIT requirements. *Id.* at 9; see AR, Tab 48, CAE Technical Proposal at 20-21, table 2. However, the Navy found CAE's availability estimates for its part-time employees to be "optimistic" given the evaluators' experience with the usual availability of these employees. AR, Tab 73 CAE's CEW at 10. Given CAE's assumptions, the Navy found that CAE's "proposed solution is likely to struggle to support regular exceedance" of up to 10 percent. *Id.* In support of this conclusion, the Navy identified that the protester's availability staffing to be insufficient to cover exceedance, cited CAE's assumption of 100 percent availability of part-time employees, and that for two locations, CAE's notional schedule "[did] not sufficiently account for average absence rates." *Id.* The evaluators gave one example, concerning naval air station Meridian, finding that CAE's "proposed solution, even with the [DELETED] – [DELETED] [percent] efficiency, is likely to struggle to support a daily schedule where the average HPD is regularly exceeded by 10 [percent], without heavy reliance on regular overtime and [part-time (PT)] CIs being available nearly every day." *Id.* The Navy concluded that CAE's "overall staffing, while seemingly adequate to meet requirements in a 'normal' training day at each site, does not appear well positioned to meet any exceedance (flexibility) requirement." *Id.*

The selection official similarly found CAE's proposed staffing problematic. The SO concurred with the evaluation team's findings, and noted that "[b]ecause the requirements contemplate that daily scheduling may reach 110 [percent] of hours per day, it is imperative that the proposed staffing solution be adequate to meet this requirement." AR, Tab 105, SODD at 5. The SO went on to provide that "[d]ue to [CAE's] lack of explanation addressing this requirement, it is unclear how the proposed staffing would meet the requirement." *Id.* CAE's proposal, the SO reasoned, lacked detail as to how it would meet the RFP's exceedance requirement, which "does impact the demonstrated understanding of requirements and adequacy of approach, having some adverse impact on proposal risk." *Id.*

The protester finds fault with the agency's evaluation conclusions. In this regard, CAE contends the negative attribute assigned was unreasonable and amounted to unstated evaluation criteria. In the protester's view, the Navy evaluated CAE's proposal against an extreme staffing scenario--110 percent staffing instruction--where the solicitation indicated offerors would, instead, be evaluated based on a 100 percent staffing instruction. Moreover, the protester contends that the Navy's assertion that "average HPD is regularly exceeded by 10 [percent]" (AR, Tab 73 CAE's CEW at 10) is a mathematical impossibility under the PWS's staffing flexibilities. CAE also points to its

⁶ A negative attribute was defined as a "[m]eaningful finding in the evaluation that unfavorably impacts the demonstrated understanding of the requirements, adequacy of approach, perceived benefit(s), or associated risk to performance of the task order." RFP at 94.

historical performance as the incumbent contractor to support its argument, asserting that prior performance never reached such a high staffing level. Protest at 18-21; Comments and Supp. Protest at 19-25; Supp. Comments and Second Supp. Protest at 18-24.

As noted above, this task order competition was conducted pursuant to FAR subpart 16.5. The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15; *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. Our Office will review evaluation challenges in task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. *Engility Corp.*, *supra* at 15-16. An agency is not required to document "determinations of adequacy" or explain in the evaluation record why it did not assess a strength, weakness, or deficiency for a particular item. *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17. Further, a protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Id.*

Based on the underlying record, we find reasonable the agency's assignment of a negative attribute. As a preliminary matter, we note CAE's arguments advance from a flawed understanding of why the Navy assigned a negative attribute. Indeed, while the protester is correct that the solicitation advised the Navy would evaluate how an offeror would staff the contract to meet a 100 percent instruction factor, the RFP also provided that the agency would evaluate an offeror's "explanation as to its ability to support stepladders and flexibility requirements at each site." RFP at 95; *see also id.* at 89 (explaining an offered approach must explain how its CI personnel will meet a 100 percent instruction factor, but also the required stepladders, while also providing necessary flexibility at each site). It is this flexibility requirement that is at the heart of the agency's negative finding. To the extent the protester contends the Navy's evaluation of offered "flexibility" to meet an instruction factor above 100 percent somehow constituted unstated evaluation criteria, the plain language of the solicitation belies this argument. Indeed, the Navy's evaluation focused not on an "extreme" staffing situation, but instead, on whether CAE's staffing approach contained the necessary flexibility to cover the potential for 110 percent instruction staffing, as outlined in multiple sections in the PWS. *See* AR, Tab 12a, PWS Addendum B at 47, para. 5.7.2.1 (providing a scenario where four out of five workdays used 110 percent contractor instruction). The agency's evaluation of whether CAE's proposal accounts for this flexibility falls squarely within the criteria established in the solicitation.

Moreover, the protester's mathematical argument that it would be impossible for the average hours to "regularly" reach 110 percent similarly rests on a flawed understanding of the agency's evaluation findings. CAE contends the Navy's assertion that "the average HPD is regularly exceeded by 10 percent]" rests on a flawed and unreasonable understanding of the solicitation. AR, Tab 73 CAE's CEW at 10. That is, the protester

contends, even factoring in exceedance and carry-over hours, the mathematical “average” would never reach 110 percent HPW. Protest at 18-21; Comments and Supp. Protest at 20-22.

However, even assuming that we find no fault in CAE’s logic that, in terms of mathematical average--relying upon the exceedance, carry-over, and AIT flexibilities outlined in the PWS--the Navy could not regularly achieve 110 percent HPW (see Comments and Supp. Protest at 20-22), such a conclusion does not render the agency’s evaluation unreasonable. Indeed, the agency did not fault CAE for failing to propose an average of 110 percent HPW, but instead that its proposal failed to show that it could handle daily performance at 110 percent. That is, based on CAE’s proposed staffing, which relied upon part-time employees and assumed their regular availability, even with [DELETED] to [DELETED] percent contractor instruction, the Navy concluded CAE would struggle to support a daily schedule requiring 110 HPD without reliance on regular overtime. See AR, Tab 73 CAE’s CEW at 10. CAE, across four rounds of briefing, points to no information in its underlying proposal that suggests the Navy’s conclusions were unreasonable, in this regard.⁷ On this record, we find no basis to conclude the evaluator’s judgments were unreasonable or otherwise rested upon unstated evaluation criteria.

Disparate Treatment

Next, CAE argues the Navy’s evaluation reflects disparate treatment under the staffing approach subfactor. Supp. Comments and Second Supp. Protest at 10-13; Second Supp. Comments at 11-17. Specifically, the protester avers that while it was assigned a negative attribute for offering between [DELETED] and [DELETED] percent instructor staffing capacity, the Navy did not similarly assign Fidelity’s proposal with a similar weakness based on Fidelity offering a lower instructor staffing capacity than CAE. That is, while CAE was proposing its instructors to meet [DELETED] to [DELETED] percent staffing levels, Fidelity--due to having its personnel perform various administrative tasks not billable as actual instructor hours pursuant to the stepladder--merely offered staffing at approximately 100 percent capacity. In the protester’s view, the agency should have similarly assigned Fidelity’s proposal with a negative attribute for its proposed staffing. The Navy and intervenor, however, argue that material differences between the proposals support the different evaluation outcomes.

⁷ We find unpersuasive the protester’s reliance on its historical performance to suggest the Navy unreasonably evaluated offerors against the exceedance requirements identified in the solicitation. As we have repeatedly observed, each procurement stands alone, and an action taken under a prior procurement is not necessarily relevant to the reasonableness of the action taken under the procurement at issue. *JRS Mgmt.*, B-402650.2, Jun. 25, 2010, 2010 CPD ¶ 147 at 4. In any event, the Navy has presented information to suggest the use of exceedance is more likely under this requirement than the last. AR, Tab 105, Statement of Selection Official at 1-2.

When a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the quotations. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; *Paragon Sys., Inc.*; *SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded or failed to credit its proposal for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. See *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5 (citing *Office Design Group v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020)).

Here, the record confirms the agency's assignment of a negative attribute to CAE's proposal reasonably stems from differences in the proposals, rather than unequal treatment. Once again, the edifice of the protester's contention rests on a flawed foundation. As noted above, the agency did not find fault in CAE's baseline staffing approach; to the contrary, the agency determined that it would likely be sufficient. See AR, Tab 73 CAE's CEW at 10 ("The team assessed that the offeror's overall staffing, [to be] seemingly adequate to meet requirements in a 'normal' training day at each site[.]"). Instead, the Navy's evaluation team had concerns about CAE's ability to meet the potential 10 percent exceedance outlined in the solicitation. *Id.* (CAE's "proposed solution, even with the [DELETED] - [DELETED] [percent] efficiency, is likely to struggle to support a daily schedule where the average HPD is regularly exceeded by 10 [percent], without heavy reliance on regular overtime and PT CIs being available nearly every day."); at 10-11 (the Navy assessed that CAE's overall staffing, "does not appear well positioned to meet any exceedance (flexibility) requirement [and] [f]or this reason, evaluators' assessed that the offeror's approach to staffing presented increased the likelihood of missed daily training events with resultant time to train increases.").

With this as a backdrop, the protester's disparate treatment argument is unavailing. While the Navy questioned whether CAE would be able to meet 110 percent staffing, the agency had no such concerns given Fidelity's approach. Indeed, the Navy understood that Fidelity's proposed staffing could handle 110 percent, and even up to [DELETED] percent. AR, Tab 103, Fidelity's CEW at 13 ("[Fidelity's] proposed approach, with regard to its derivation of inefficiencies in its staffing model, as well as its demonstration that its staffing model could maintain necessary throughput, even in the face of a 'worst case' sustained [DELETED] [percent] surge in production ([DELETED] [percent] carryover plus [DELETED] [percent] exceedance/AIT), should be beneficial during performance."). Accordingly, even if we were to accept the protester's assertion that Fidelity offered contractor instructors that were less efficient (in terms of time devoted solely to instruction) than those proposed by CAE, the record reflects that the differences in the Navy's evaluation reasonably stem from differences in the proposals

themselves, specifically in terms of the number of proposed personnel and the ability to reach 110 percent staffing, rather than unequal treatment.⁸

Evaluation of Fidelity's Proposal

Finally, CAE argues the Navy unreasonably assigned Fidelity's proposal with two positive attributes. Concerning the first, CAE contends Fidelity's statement that it would accept more than 10 percent of carry-over or AIT was merely a repetition of the RFP's requirements, rather than somehow offering the Navy a distinct benefit. Moreover, the protester argues this was an "illusory promise" since Fidelity's acceptance of greater than 10 percent staffing was subject to Fidelity's concurrence and Fidelity having the necessary resources available. Regarding the second positive attribute challenged, CAE argues the Navy unreasonably credited Fidelity's proposal for undertaking a "stress test" that illustrates how the firm could staff at 110 and [DELETED] percent contractor instruction. In the protester's view, the Navy should not have credited Fidelity's proposal for what CAE argues was merely an "ability to perform a mathematical calculation." Supp. Comments and Second Supp. Protest at 17. Because Fidelity's proposal does not otherwise demonstrate how it could satisfy these benchmarks, CAE argues the assignment of a positive attribute was in error. *Id.*; see also Second Supp. Comments at 17-22.

As noted above, the evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, *supra* at 15. Based on the record before us, we cannot conclude the Navy's assignment of positive attributes to Fidelity's proposal was unreasonable.

Contrary to the protester's argument, the first positive attribute assigned to Fidelity's proposal was for more than a contingent promise to accept greater than 10 percent contractor instruction. The Navy specifically cites to Fidelity's processes--concerning pre-approval from site managers and an enhanced individual manager's site authority--in addition to its willingness to accept greater than 10 percent staffing. See AR, Tab 103, Fidelity's CEW at 11. While CAE may disagree that such proposal features warrant a positive attribute, the Navy clearly documented otherwise. *Id.*; see also AR, Tab 106, SO Statement at 1 (explaining why Fidelity's pre-approval process was beneficial); AR, Tab 105, SODD at 8 (explaining the same). The protester's disagreement, without more, does not render the Navy's conclusions unreasonable. *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, *supra* at 17.

Similarly, we find unobjectionable the agency's assignment of a positive attribute based on Fidelity's stress testing. Fidelity's proposal explained that as a validation of its

⁸ As the agency and intervenor note, Fidelity proposed more contractor instructors than CAE at each site, save one. Compare AR, Tab 73 CAE's CEW at 8-9 with AR, Tab 103, Fidelity's CEW at 10.

staffing approach, it performed a diagnostic based on a notional schedule, identifying the staffing adjustments it would make in order to reach 110 and [DELETED] percent staffing. AR, Tab 100, Fidelity's Technical Proposal at 17-18. The Navy identified value in this approach. AR, Tab 103, Fidelity's CEW at 13 (concluding Fidelity's "demonstration that its staffing model could maintain necessary throughput, even in the face of a 'worst case' sustained [DELETED] [percent] surge in production ([DELETED] [percent] carryover plus [DELETED] [percent] exceedance/AIT), should be beneficial during performance."). While the protester may be correct that Fidelity's stress test is merely an arithmetic exercise, it also demonstrates that Fidelity has the necessary capacity to meet the heightened performance specifications at 110 and [DELETED] percent capacity. We find no basis to object to the Navy reasonably relying on a mathematical demonstration that Fidelity could handle the excess staffing requirements.⁹

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁹ As we find reasonable the agency's evaluation of proposals, CAE's derivative challenge to the Navy's best-value determination does not afford a basis to sustain the protest.