



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: ASRC Federal Technology Solutions, LLC

File: B-421750

Date: September 21, 2023

Joshua B. Duvall, Esq., and David Y. Yang, Esq., Maynard Nexsen, PC, for the protester.

John R. Tolle, Esq., Baker, Cronogue, Tolle & Werfel, LLP, for Osi Vision, LLC, the intervenor.

James P. Burke, Esq., Angela R. Mucha, Esq., MacAllister A. West, Esq., and Victoria H. Kauffman, Esq., National Aeronautics and Space Administration, for the agency.

Kasia Dourney, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of mission suitability proposal is denied where protester fails to demonstrate that the agency's evaluation was unreasonable or inconsistent with the terms of the solicitation.
 2. Protest challenging agency's evaluation of past performance is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 3. Protest challenging agency's cost/price evaluation is denied where the agency reasonably evaluated price in accordance with the solicitation and where the protester failed to timely raise its challenge to the agency's cost reasonableness evaluation.
-

DECISION

ASRC Federal Technology Solutions, LLC (AFTS), a small business of Beltsville, Maryland, protests the award of a contract to Osi Vision, LLC, a small business of San Antonio, Texas, under request for proposals (RFP) No. 80GRC022R0013, issued by the National Aeronautics and Space Administration (NASA) for its technical workforce education and expertise development services (TWEEDS) program. The protester challenges the agency's evaluation of proposals and resulting award decision.

We deny the protest.

BACKGROUND

The agency created its TWEEDS program by consolidating two existing contracts to support the Office of the Chief Engineer's Academy of Program/Project and Engineering Leadership Knowledge Services. Agency Report (AR), Tab 5, RFP at 3; *see also* AR, Tab 4, Determinations & Findings (D&F) at 2. The resulting contract will support agency-level requirements for NASA's technical workforce training and curriculum, professional development resources, knowledge-sharing initiatives, and strategic communications. *Id.*¹

On October 14, 2022, NASA issued the TWEEDS solicitation as a small business set-aside, pursuant to Federal Acquisition Regulation (FAR) part 15 procedures.² AR, Tab 4, D&F at 2; RFP at 81; Contracting Officer's Statement (COS) at 1. The solicitation contemplated award of a hybrid fixed-price, cost-plus-fixed-fee, and cost-no-fee contract to provide services for a sixty day phase-in period on a fixed-price basis, followed by a 1-year base period and four 1-year options, consisting each of fixed-price, cost-plus-fixed-fee, and cost-no-fee components. RFP at 60, 70.

The RFP advised that award would be made on a best-value tradeoff basis, considering the following factors: mission suitability, relevant experience and past performance, and cost/price. *Id.* at 82. The solicitation instructed offerors that the mission suitability factor was more important than past performance, which was more important than cost/price. *Id.* at 88. When combined, the mission suitability and past performance factors were significantly more important than cost/price. *Id.*

The mission suitability factor consisted of three subfactors: (1) management approach (assigned up to 600 points); (2) technical approach scenario 1--curriculum quality (assigned up to 250 points); and (3) technical approach scenario 2--knowledge services (assigned up to 150 points). *Id.* Additionally, the management approach subfactor included eight equally weighted elements: (1) organizational structure; (2) key positions and qualifications; (3) labor skill mix; (4) total compensation plan; (5) performance management plan; (6) portfolio management plan; (7) subcontractor plan; and (8) phase-in plan. *Id.* at 84-85. The RFP provided that NASA would evaluate proposals and assess significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies, as appropriate. *Id.* at 82-83. Based on these findings, NASA would assign a numerical score--and a corresponding adjectival rating of excellent, very good, good,

¹ The agency announced its intent to consolidate the two incumbent contracts on June 17, 2022. RFP at 1. One of the contracts is performed by FSPRIME, LLC (d/b/a FedStar, LLC) at the Glenn Research Center in Cleveland, Ohio, and the second one is performed by AFTS's subsidiary, ASRC Federal Data Solutions, LLC, at the Kennedy Space Center in Merritt Island, Florida. *Id.*

² The RFP was issued as a competitive small business set-aside under section 8(a) of the Small Business Act, 15 U.S.C. § 637(a).

fair, or poor--for each mission suitability subfactor. *Id.* (referencing NASA FAR Supp. 1815.305(a)(3)(A)).

The RFP instructed that the fixed-price component of offerors' price proposals would be evaluated for reasonableness, in accordance with FAR subpart 15.4. *Id.* at 85. Specifically, the agency was to use the price analysis techniques under FAR section 15.404-1(b) to compare the proposed price proposals to each other, compare the prices to the independent government cost estimate (IGCE), and analyze the price information provided by each offeror. *Id.* The agency was also to conduct analyses of price realism and unbalanced pricing. *Id.*

With respect to the cost components, the solicitation advised a "cost realism analysis will be conducted to ensure that a fair and reasonable price is paid by the [g]overnment and to assess the reasonableness and realism of the proposed costs." *Id.* at 86. The agency was to compare the offerors' proposed rates, and compare the proposed rates to historical rates for the same or similar items. *Id.* Finally, NASA was also to evaluate the proposed fee; the RFP noted that an "extremely low proposed fee may be determined insufficient to provide proper motivation for optimum contract performance." *Id.*

With respect to past performance, the RFP instructed offerors to identify relevant past contracts or subcontracts, performed within five years. *Id.* at 87. NASA was to evaluate three aspects of relevant experience and past performance, for offerors and any major subcontractors/teaming partners: (1) past performance narrative; (2) past performance questionnaires; and (3) past performance databases. *Id.* at 87. The solicitation advised that the agency would evaluate relevant experience and past performance by assigning the following adjectival ratings: very high level of confidence, high level of confidence, moderate level of confidence, low level of confidence, very low level of confidence. *Id.* at 87-88. Offerors without relevant record of past performance were to be assigned a neutral confidence rating. *Id.* at 88.

By the solicitation closing date, NASA received proposals from three offerors, including AFTS and Osi. COS at 5. Following the evaluation of proposals, the relevant evaluation results and confidence rating assessments were as follows:

	AFTS	Osi
Mission Suitability Score (out of 1,000 points)	338	528
Management and Technical Approach (out of 600 points/adjectival)	120/Poor	240/Fair
Technical Approach Scenario 1--Curriculum Quality (out of 250 points/adjectival)	113/Fair	238/Excellent
Technical Approach Scenario 2--Knowledge Services (out of 150 points/adjectival)	105/Good	50/Fair
Proposed Cost/Price	\$38,389,775	\$60,388,855
Probable Cost/Price (*No adjustment made)	*\$38,389,775	*\$60,388,855
Relevant Experience and Past Performance Confidence Rating	High	Moderate

AR, Tab 14, Source Evaluation Board (SEB) Briefing to the Source Selection Authority (SSA) at 18, 50, 76.

The SSA concurred with the evaluators' assessment of proposals. AR, Tab 15, Source Selection Decision (SSD) at 9. The SSA noted that under the most important evaluation factor, mission suitability, Osi's proposal "present[ed] a clear and materially significant advantage over AFTS's proposal," including the firm's "outstanding response" to the technical approach scenario 1--curriculum quality subfactor. *Id.* at 13. In contrast, the SSA was "concerned with the lean organizational structure and staffing levels" proposed by AFTS, and the risks associated with such an approach, which were "compounded by the apparent inconsistency between AFTS's proposed key positions and its overall management approach[.]" *Id.* The SSA also observed that while AFTS's and a third offeror's proposals each had "good technical merit," Osi's technical proposal "present[ed] superior technical value and a materially significant advantage" over the other two proposals. *Id.* at 13-14. Finding that the relevant experience and past performance confidence ratings were not "material discriminator[s]" between the proposals, and recognizing AFTS's lowest cost/price proposal, the SSA concluded that Osi's proposal represented the best value, and directed the contract award to that company. *Id.* at 14-15.

After requesting and receiving a debriefing, AFTS filed this protest with our Office.

DISCUSSION

AFTS raises several challenges to the agency's evaluation and award decision. First, the protester contends that NASA unreasonably evaluated offerors' mission suitability proposals by, among other things, unreasonably assessing various weaknesses and a significant weakness to AFTS's proposal and unreasonably assessing various strengths and a significant strength to Osi's proposal. The protester next asserts that NASA misevaluated Osi's limited recent experience and past performance. AFTS also contends that the agency deviated from the solicitation requirements when it evaluated

cost and price proposals. Finally, AFTS argues that the agency's best-value tradeoff determination was improper.

While 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

³ The protester also challenges the adequacy of the agency's documentation, alleging that NASA "failed to provide the contemporaneous SEB and SSD findings" in its agency report and hence, argues that our Office should give little, if any, weight, to the agency's *post-hoc* rationalizations included in the agency report. See Comments at 1, 3-5. As our Office has explained, in reviewing an agency's evaluation, we do not limit our review to contemporaneous evidence, but consider all of the information provided, including the parties' arguments and explanations. *Science Applications Int'l Corp., Inc.*, B-408270, B-408270.2, Aug. 5, 2013, 2013 CPD ¶ 189 at 8 n.12. Although we generally give little weight to reevaluations and judgments prepared in the heat of the adversarial process (see *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15), 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 of the rationality of selection decisions, so long as those explanations are credible and consistent with the contemporaneous record. *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 12.

Here, we find the contracting officer's statement and the legal memorandum credible and consistent with the contemporaneous record. Moreover, our Office specifically clarified during a conference call with the parties that NASA, in fact, produced the source selection document in its agency report. In addition, the agency explained that the detailed SEB briefing to the SSA, produced as Tab 15 in the record, was the only document relied on by the SSA while making his source selection decision.

We requested and received a clarification of this latter issue from the agency in writing. See Electronic Protest Docketing System Nos. 26-27; Resp. to Req. for Clarification at 1. Notwithstanding the protester's assertions that this representation should be discounted based on language in the SSD suggesting that the SSA reviewed other evaluation documents, we find no basis to question the veracity of the agency's representations. We note that government officials are presumed to act in good faith; any claims that contracting officials were motivated by bad faith must be supported by convincing proof. *Career Innovations, LLC*, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-8.

In sum, we see no merit in the protester's contentions that the record provided by NASA in response to the protest was inadequate or that the post protest explanations provided by the agency should be disregarded.

Evaluation under Mission Suitability Factor

The protester contends that the agency improperly assessed three weakness and one significant weakness in AFTS's mission suitability proposal, including a weakness for AFTS's proposed organizational structure, and staffing levels that NASA viewed as "too lean." Protest at 11. AFTS also argues that NASA unreasonably identified a significant weakness under this factor, on the basis that AFTS's proposed key positions were inconsistent with its overall management approach. *Id.* at 17-19. The agency defends its evaluation of proposals as reasonable, evenhanded, and consistent with the solicitation. COS at 6-19; Memorandum of Law (MOL) at 3-23. As discussed below, we deny the protester's allegations.

The evaluation of an offeror's proposal is a matter within the agency's discretion. *CASS Prof'l Servs. Corp.*, B-415941, B-415941.2, Apr. 27, 2018, 2018 CPD ¶ 163 at 6. In reviewing protests of an agency's evaluation of an offeror's technical proposal, our Office does not reevaluate proposals; rather, we review the evaluation to determine if it was reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. *Team People LLC*, B-414434, B-414434.2, June 14, 2017, 2017 CPD ¶ 190 at 5. A protester's disagreement with the agency's evaluation, without more, is not sufficient to render the evaluation unreasonable. *Glacier Tech. Solutions, LLC*, B-412990.3, Mar. 15, 2017, 2017 CPD ¶ 91 at 7.

As two representative examples, we discuss the weakness and the significant weakness assessed to AFTS's proposal, for its proposed organization structure and key positions, respectively. As discussed below, we deny these allegations.

Organizational Structure

First, the protester challenges NASA's assignment of a weakness for AFTS's "too lean" proposed staffing levels, arguing that the agency "failed to account for historical staffing data" on two prior contracts that were consolidated to create TWEEDS, or account for the staffing levels contemplated by the agency's consolidation D&F. Protest at 14-15. In this regard, the protester contends that it reasonably based its staffing on the incumbent workforce levels for the two consolidated contracts, minus an anticipated staff reduction of two work year equivalent (WYE) positions that was contemplated in the agency's D&F.⁴ *Id.* at 15. AFTS also argues that NASA unreasonably downgraded

⁴ The protester refers to the agency D&F, which stated that NASA anticipated certain "cost savings" after consolidating the two requirements, resulting from staff reduction of two WYE positions, as follows:

[c]urrently, there is one program manager on each contract. Under TWEEDS, there will only be one program manager, and one additional WYE has been removed.

(continued...)

its proposal for identifying insufficient personnel to support its knowledge service group (KSG) and training and support group (TSG). *Id.*

The agency counters that the protester misconstrues the RFP because the solicitation did not require a particular level of effort. MOL at 5. NASA explains that offerors were not expected to match their proposed staffing levels with those on prior contracts, nor those mentioned in NASA's consolidation document. *Id.* Instead, NASA maintains that offerors were instructed to solely base their staffing levels on the statement of work (SOW). *Id.* According to the agency, NASA sought offerors' unique and potentially innovative approaches, which could result in different staffing levels. *Id.* With respect to the limited personnel proposed for the two specific groups, KSG and TSG, the agency maintains that the protester failed to demonstrate how it could accomplish the requirement with the proposed staff. COS at 9.

Under the organizational structure element of the management approach subfactor, each offeror was to describe, among other things, its organizational structure, its proposed approach to meeting the SOW objectives, and include a proposed organizational chart with staffing levels and a functional statement for each department. RFP at 66. The agency assessed a weakness to AFTS's proposal for this requirement because the protester proposed "such a limited number of team members that it would introduce performance risk if any of the proposed staff attrit or retire." AR, Tab 14, SEB Briefing to the SSA at 29. NASA was also concerned that AFTS "identifie[d] only [DELETED] WYE to support [the KSG] and identifie[d] only [DELETED] WYE in the [TSG]," although that group was "tasked with '[DELETED]' across the entire' TWEEDS program." *Id.*

We have reviewed the underlying record, and while we understand that the protester had certain expectations regarding the anticipated staffing levels, we agree with the agency that its evaluation was consistent with the solicitation's stated basis for evaluation.

Specifically, the RFP advised that NASA would evaluate each offeror's proposed organizational structure for "its overall level of understanding [of the requirements], reasonableness, and completeness." RFP at 84. The solicitation made clear that the requirements were those included in the solicitation, stating that the mission suitability proposal was to "clearly demonstrate how the Offeror shall meet or exceed all requirements of the . . . SOW . . . and . . . RFP." *Id.* at 65. The RFP further provided that each offeror was to describe its "organization structure, including reporting relationships, and the proposed approach to meet the technical, business, safety, health, environmental and any other requirements specified in the . . . SOW." *Id.* at 66.

AR, Tab 4, D&F at 5; see *also* Protest at 16; Comments at 3.

A WYE "is the measurement of one full-time contractor employee (who is working 2,080 hours per year)," which is "to be distinguished from a Full Time Equivalent . . . which is a measure for one full-time [g]overnment employee." COS at 8 n.4.

Importantly, in responding to a specific inquiry regarding anticipated staffing levels, NASA expressly declined to “provide a level of effort for this opportunity” and instead, advised that “[o]fferors are to propose based on their understanding of the [SOW] and expertise in the area.” AR, Tab 7, Final RFP Questions and Answers (Q&A), Question No. 1. Accordingly, potential offerors were clearly on notice that an offeror’s organizational structure would be only governed by the RFP and SOW requirements, and not by the staffing levels on the incumbent contracts.

Within this context, we see no merit in AFTS’s argument that the agency’s evaluation improperly disregarded the “historical staffing data” or its own D&F.⁵ Protest at 14-15. Instead, the record reflects that the protester failed to properly demonstrate that the workload described in the SOW and the RFP could be supported with the proposed staff. For example, AFTS did not explain how only [DELETED] WYEs would be able to carry the anticipated workload for the TSG, as that group was tasked with providing “[DELETED] across the entire TWEED[S] program, enabling the organization to function as one cohesive team.” AR, Tab 13, AFTS Mission Suitability Proposal at 3. It is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information which allows a meaningful review by the procuring agency. *Peraton, Inc.*, B-417088, B-417088.2, Feb. 6, 2019, 2019 CPD ¶ 190 at 14. Agencies are not required to infer information from an inadequately detailed proposal or information that the protester elected not to provide. *Optimization Consulting, Inc.*, B-407377, B-407377.2, Dec. 28, 2012, 2013 CPD ¶ 16 at 9 n.17. Here, we find that the record does not support the protester’s assertion that the agency unreasonably assessed a weakness for identifying insufficient personnel for the requirement.

The protester also argues that NASA’s assessment of a weakness for staffing levels overlooked AFTS’s rationale for combining “strategic communications leadership with [DELETED].” Protest at 15. In this regard, as an additional explanation for the weakness the SEB noted that the protester’s proposal:

combine[d] strategic communications leadership with [DELETED] . . . and d[id] not provide a rationale for this approach.

AR, Tab 14, SEB Briefing to the SSA at 29. The contracting officer further adds that the protester “provided insufficient information on how these combinations” of strategic communications group (SCG) leadership with [DELETED] “would result in improved staff optimization,” noting that AFTS’s proposal failed to include “workload analysis or other data . . . to suggest that any benefit could arise from combining disparate functions.” COS at 10.

⁵ The protester and NASA disagree as to the number of WYE-staffed positions worked on the incumbent two contracts: while the contracting officer states that there were [DELETED] positions, AFTS contends that the number was [DELETED]. Compare COS at 8 with Protest at 16. Ultimately, we need not resolve this issue as we find that the staffing levels for the TWEEDS program were not predetermined by the staffing levels on the incumbent contracts.

The protester disputes the SEB's and the contracting officer's conclusions, asserting that AFTS's proposal provided the details the agency alleges were missing. Protest at 16. As an example, AFTS argues that its proposal explained that combining these roles "improves the business and customer experience allowing our employees to expand skills, program knowledge and professional growth, permitting employees to work on new projects and gain skills necessary for specialization or a more senior role." *Id.* AFTS also states that its proposal emphasized that "[o]ur integrated approach will optimize our personnel, providing a firm foundation as the TWEEDS mission continues to evolve." *Id.* In its comments, the protester adds that NASA now "attempts to reframe the evaluation" results, arguing that the contemporaneous record did not mention anything about sufficiency of the AFTS's rationale but only stated that such a rationale was "not provide[d]"; as such, the agency's *post-hoc* explanations are improper efforts to mischaracterize the SEB findings. Comments at 5.

Based on our review of the record, we reject the protester's allegations that the agency "conjures up new reasons" for the weakness it assigned to AFTS's lean organizational structure and staffing levels, or that the protester actually explained the benefits of combining the role of SCG lead with [DELETED]. Comments at 5. Indeed, the record shows that the "rationale" AFTS claims it included in its proposal provides no additional information or detail about how the protester proposes to accomplish the work designed for two different positions, and now combined into one role. In fact, the specific parts of its proposal identified by AFTS include only generic statements that its proposed approach would allow employees to expand their skills, or that the proposed approach would "optimize [its] personnel." Protest at 16. But the statements fail to explain in any way how AFTS's proposed approach "would be able to meet the responsibilities [intended for] both roles." MOL at 7.

As noted, it is an offeror's responsibility to submit a well-written proposal, and agencies are not required to infer information from an inadequately detailed proposal or information that the protester elected not to provide. *Peraton, Inc., supra; Optimization Consulting, Inc., supra.* While the protester may disagree on the quality of the detail in its proposal, such a disagreement with the agency, by itself, does not establish that its evaluation was unreasonable. *STG, Inc., B-405101.3 et al., Jan. 12, 2012, 2012 CPD ¶ 48 at 7.* Accordingly, this protest ground is denied.

Key Position & Qualifications

The protester next argues that NASA erred by assigning AFTS a significant weakness on the basis that AFTS's proposed key positions were inconsistent with its overall management approach. Protest at 17.

The RFP provided the following instructions regarding key personnel:

The Offeror shall identify the positions and qualifications that they determine are key to the successful performance of this contract. The

Offeror's description shall clearly address the relevant skills, education, certifications, and experience of each proposed position.

RFP at 66. While the RFP did not require any specific key personnel positions, see AR, Tab 7, Final RFP Q&A, Question No. 12, as relevant to this protest, it instructed offerors to "provide supporting rationale why they have selected the proposed key positions." RFP at 66.

The SEB noted that AFTS identified "[DELETED] key positions: [DELETED]." Tab 14, SEB Briefing to the SSA at 30. The evaluators documented that "[t]he rationale for the identified positions is inconsistent with the management approach and the organizational structure" proposed by the AFTS. *Id.* Specifically, the SEB observed that although AFTS identified the "[SCG] as central to [its] structure," the protester coupled the lead position for that group with a [DELETED] position, and failed to identify a key person for the SCG. *Id.* Additionally, the SEB noted that while AFTS had identified the training and support group (TSG) as the cornerstone for [DELETED], the offeror did not explain why it did not propose a key person for the group. *Id.*

The protester again argues that the agency failed to consider information provided in its proposal. Protest at 18. In this respect, AFTS contends its proposal explained that its SCG was merging with the [DELETED] and provided that [DELETED] key personnel would support the SCG. *Id.* With respect to the key person for the TSG, AFTS asserts that its proposed [DELETED], a key person, was proposed to help "oversee" that group. *Id.*

The agency responds that it considered the information included in the portions of AFTS's proposal cited by the protester, but they did not clearly provide key personnel for the two groups, despite the importance of these groups to AFTS's management approach. With respect to SCG, NASA explains that the protester failed to specify which, if any, [DELETED] key personnel would be supporting the SCG, and AFTS's organizational chart, listing the various subject groups proposed by the protester, fails to provide this information. COS at 12. In addition, the section of AFTS's proposal listing the skills, responsibilities, and rationale for each key person does not identify SCG as falling under the responsibilities of any of the [DELETED] key personnel. AR, Tab 13, AFTS Mission Suitability Proposal at 5; COS at 12. With respect to the TSG, the agency asserts that it was unclear whether the [DELETED] would serve as a key person; NASA points out that "overseeing" a group "is not necessarily the same as serving as a [k]ey [p]osition" for the group, as "the role should entail more than mere oversight." COS at 12; MOL at 10-11. The agency further notes that the [DELETED] responsibilities did not include any mention of TSG.⁶ COS at 12; AR, Tab 13, AFTS Mission Suitability Proposal at 5.

⁶ In fact, we note that TSG is only listed under the rationale for the [DELETED] position, further demonstrating the lack of clarity in AFTS's proposal. See AR, Tab 13, AFTS Mission Suitability Proposal at 6.

Based on our review of the record, we find unobjectionable the agency's conclusion that AFTS's key personnel proposal warranted a significant weakness. As discussed above, although the RFP required offerors to "provide supporting rationale why they have selected the proposed key positions," AFTS's proposal is vague, short on detail as to proposed key personnel, and provides an organizational structure chart that does not match the key personnel information asserted now by the protester. RFP at 66; AR, Tab 13, AFTS's Mission Suitability Proposal at 3, Figure MA-1. Based on this inadequate proposal, we find nothing improper in NASA's conclusion that the agency was left with only a limited "ability to assess proper skills and experience for important positions, thereby appreciably increasing the risk of unsuccessful contract performance." Tab 14, SEB Briefing to the SSA at 30. As we noted earlier, offerors have a responsibility to submit well-written proposals, and agencies are not required to infer information from an inadequately detailed proposal or information that the protester elected not to provide. *Peraton, Inc., supra*; *Optimization Consulting, Inc., supra*. Here, AFTS's proposal failed to include details regarding which, if any, key personnel would support SCG and TSG, two groups that were central to AFTS's management and [DELETED] approaches.

As a related allegation, the protester adds that it was unreasonable--and the application of unstated evaluation criteria--for the agency to conclude that AFTS's proposal included an insufficient rationale for not assigning a key person for SCG because the RFP "did not require any rationale for not assigning a key role." Protest at 18-19.

Our Office has explained that although agencies are required to identify all major evaluation factors in a solicitation, they are not required to identify all areas of each factor that might be considered in an evaluation, provided that the unidentified areas are reasonably related to, or encompassed by, the established factors. *Northrop Grumman Sys. Corp., B-414312 et al., May 1, 2017, 2017 CPD ¶ 128 at 12*; see also *Global Analytic Info. Tech. Servs., Inc., B-298840.2, Feb. 6, 2007, 2007 CPD ¶ 57 at 4* (agencies may apply evaluation considerations that are not expressly outlined in the RFP, where those considerations are reasonably and logically encompassed within the stated evaluation criteria, as long as there is a clear nexus between the stated criteria and the unstated consideration).

Here, the RFP required offerors to "provide supporting rationale why they have selected the proposed key positions" so that the agency could assess offerors' chances of "successful performance of this contract." RFP at 66, 84. In addition, the RFP advised that the agency would evaluate each offeror's mission suitability proposal "for its overall level of understanding, reasonableness, and completeness." *Id.* at 84. In this context, we find the agency's assessment of a significant weakness to be reasonable where AFTS's failure to assign a key person to two of its most important groups, central to its organizational structure and its approach to [DELETED], left the proposal incomplete and without sufficient detail to establish the reasonableness of AFTS's approach. In sum, we find the agency's concerns were clearly related to, and encompassed by, the stated evaluation criteria; AFTS's assertions to the contrary are without merit.

Evaluation of Relevant Experience and Past Performance

AFTS also argues that the agency unreasonably assigned Osi a rating of moderate confidence for its relevant experience and past performance. Protest at 27-28. The protester argues that the awardee lacks any relevant experience or past performance, and as such, its proposal should have been rated as neutral, at best. *Id.* at 27. Specifically, the protester alleges that Osi's relevant experience "consist[ed] of a single task order," which was performed by its major subcontractor. *Id.* at 28 (*quoting* AR, Tab 15, SSD at 12). The agency counters that this major subcontractor is expected to perform 49 percent of the work under the TWEEDS contract. COS at 30. NASA adds that "the referenced task order is very recent and relevant to some aspects of the SOW," with content that is closely related to the TWEEDS requirement, and hence, the assignment of a moderate confidence rating to Osi's past performance proposal was proper. *Id.* at 29.

An agency's evaluation of relevant experience and past performance is a matter of discretion and, by its very nature, is subjective; GAO will not substitute its judgment for reasonably based evaluation ratings, and an offeror's disagreement with an agency's evaluation judgments, without more, does not demonstrate that those judgments are unreasonable. *SIMMEC Training Solutions*, B-406819, Aug. 20, 2012, 2012 CPD ¶ 238 at 4; *MFM Lamey Group, LLC*, B-402377, Mar. 25, 2010, 2010 CPD ¶ 81 at 10. Additionally, our Office has recognized that an agency may reasonably consider a subcontractor's capabilities and experience under relevant evaluation factors, where such consideration is not otherwise prohibited by the terms of the solicitation. *The Bowen Grp.*, B-409332.3, Aug. 6, 2014, 2014 CPD ¶ 236 at 5.

Here, the RFP contemplated that offerors could propose major subcontractors, and explicitly provided that the agency would consider such subcontractors' relevant experience and past performance. RFP at 78, 87. Since the solicitation expressly permitted the consideration of a major subcontractor's experience and capabilities, we find it reasonable for NASA to have considered the Osi team's collective experience and capabilities in determining whether the "Offeror's relevant experience and past performance is pertinent to this acquisition." *Id.* at 88 (definition of moderate level of confidence). To adopt the narrow interpretation espoused by AFTS--that the experience and past performance of major subcontractors are largely irrelevant to assigning a confidence rating--would be inconsistent with the RFP's instruction for the agency to consider such experience.

In addition, while AFTS disputes the relevance of the task order performed by AFTS's major subcontractor, we find that the agency reasonably found the task order to be "very recent and relevant to some aspects of the SOW and closely related in content and customer to the TWEEDS requirements, supporting a determination of relevancy based on the considerations identified in the RFP." COS at 29; AR, Tab 14, SEB Briefing to the SSA at 69. Although AFTS disagrees and effectively requests that GAO conduct its own past performance evaluation of the relative merits of the awardee's past

performance record, we decline to do so. Based on the record presented, we find no basis to question the agency's past performance evaluation.

Evaluation of Cost and Price

Next, AFTS challenges the agency's cost/price evaluation of Osi's more expensive proposal.⁷ Protest at 29-30. In this regard, the protester alleges that NASA failed to properly evaluate the reasonableness of Osi's proposed price, which was approximately \$22 million, or 57 percent higher than AFTS's price, and at least \$15 million higher than the IGCE. *Id.* at 30. Further, the protester contends that the agency did not assess the reasonableness of Osi's proposed costs. Comments at 20.

The agency responds that it properly found Osi's price to be fair and reasonable based on a comparison of proposed prices to each other and to the IGCE, as well as the agency's analysis of the factors that created the variance among the proposed prices. COS at 32. NASA also maintains that it evaluated Osi's proposed costs, in strict accordance with the RFP's criteria, and similarly found them to be reasonable. Resp. to Req. for Add'l Briefing at 2-3. This notwithstanding, the agency asks us to dismiss the protester's cost reasonableness allegations, asserting that they represent an improper piecemeal presentation of issues since the protester was aware of the basis for this argument at the time it filed its initial protest but did not raise the protest ground until it filed its comments. *Id.*

Here, the solicitation advised that overall proposed price reasonableness would be evaluated in accordance with the price analysis techniques of FAR section 15.404-1(b). RFP at 85. The FAR includes a non-exhaustive list of permitted price analysis techniques to ensure that the agency pays a fair and reasonable price.

⁷ The protester also challenges the agency's determination of a "risk" with regard to the protester's low price. Protest at 29. In this respect, AFTS complains that NASA's determination that AFTS's underestimated staffing levels presented a "risk" penalized the protester twice, since the agency had already assigned a weakness for that reason to AFTS's mission suitability proposal. *Id.* While the agency responds that it properly found AFTS's price to be too low, as it was substantially lower than the IGCE and the prices submitted by the other offerors, see COS at 31; MOL at 32-33, we note that the protester largely failed to address this response in its comments. See Comments at 18 n.11; see also *Atmospheric Research Sys., Inc.*, B-240187, Oct. 26, 1990, 90-2 CPD ¶ 338 at 3 (where an agency provides a detailed response to a protester's assertions and the protester fails to rebut or otherwise substantively address the agency's arguments in its comments, the protester provides us with no basis to conclude that the agency's position is unreasonable or improper).

At any rate, with respect to being penalized twice for the same staffing levels, we agree with NASA that each of the four volumes of an offeror's proposal was to be evaluated "separately, without reference to another volume," and hence, the protester's assertions are without merit. COS at 31; RFP at 62.

FAR 15.404-1(b)(1). The manner and depth of an agency's price analysis is a matter committed to the discretion of the agency, which we will not disturb provided that it is reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *TransAtlantic Lines, LLC*, B-411846.3, B-411846.4, May 18, 2016, 2016 CPD ¶ 148 at 7; *Federal Acquisition Servs. Alliant JV, LLC*, B-415406.2, B-415406.3, Apr. 11, 2018, 2018 CPD ¶ 139 at 11.

The record reflects that in evaluating price reasonableness, the agency relied on three of the techniques prescribed in the FAR: comparison of proposals received in response to the solicitation, comparison to an IGCE, and an analysis of pricing provided by offerors. AR, Tab 14, SEB Briefing to the SSA at 49-54; see FAR 15.404-1(b)(2). While the protester asserts that the agency did not use the IGCE as a basis for its analysis, the record does not support this contention. AR, Tab 14, SEB Briefing to the SSA at 49-53. Similarly, the record reveals that the agency compared the price proposals to each other, and analyzed the factors that created the variance among the proposed prices. *Id.* NASA was neither required by the FAR nor the solicitation to do more than it did in evaluating the cost/price proposals. Ultimately, the protester's complaint amounts to disagreement with the agency's conclusion that Osi's proposed cost/price was reasonable. Such disagreement does not provide a basis for our Office to find the agency's evaluation unreasonable. *KPMG LLP*, B-420949, B-420949.2, Nov. 7, 2022, 2022 CPD ¶ 280 at 9-10. The allegation is therefore denied.

Furthermore, with respect to the cost reasonableness evaluation, we agree with the agency that the protester's allegations are untimely. Our Bid Protest Regulations contain strict rules for the timely submission of protests. All protest allegations must be filed not later than 10 calendar days after the protester knew, or should have known, of the basis for protest. 4 C.F.R. § 21.2(a)(2). The timeliness requirements of our regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. See *Sealift Inc.*, B-405705, Dec. 8, 2011, 2011 CPD ¶ 271 at 2 n.1; 4 C.F.R. § 21.2(a)(1).

Here, the protester alleges, for the first time in its comments, that the agency's cost evaluation lacks explanation, including any rationale as to why the awardee's proposed cost warranted paying a high-cost premium. Comments at 20. We find that this argument relies primarily on facts that were known, or should have been known, to AFTS at the time it filed its initial protest, specifically (1) Osi's large cost/price premium (of which cost was a major component), and (2) the alleged lack of an explanation, or any type of documentation, in the record for the agency's acceptance of this premium. In this regard, we note that the protester's cost reasonableness challenge is similar to the price reasonableness argument raised in AFTS's initial protest filing, which argued that the agency had failed to explain its basis for paying a substantial price premium relative to the IGCE and AFTS's price. Protest at 31. This latter argument relies mainly on the SSD, which was provided to AFTS during its debriefing. Resp. to Req. for Add'l Briefing at 2. For both arguments, the protester asserts that the evaluation record,

including the SSD, lacks sufficient documentation evidencing that the agency conducted an adequate reasonableness assessment.

In short, we find that the protester could have raised its cost reasonableness arguments in its initial protest filing but failed to do so. While the protester argues that its cost reasonableness challenge is a “logical amplification” of its initial cost/price challenge, AFTS Reply to Resp. to Req. for Add’l Briefing at 2, we find that the protest ground, which supplies a specific challenge to the cost reasonableness evaluation that was not made in the initial protest, constitutes the piecemeal presentation of issues. See *Sealift Inc.*, *supra*. We therefore dismiss this aspect of the protest as untimely.

Best-Value Tradeoff Decision

Finally, the protester argues that the agency’s best-value decision was also improper because it was based on a flawed evaluation of offerors’ mission suitability, past performance, and cost/price proposals, was inadequately documented, and because it fails to explain why Osi’s proposal warranted a 57 percent cost/price premium. Protest at 31-33; Comments at 21-22. The agency responds that its award decision was reasonable and consistent with the terms of the solicitation. MOL at 35-37. The agency asserts that it considered the evaluation factors and reasonably determined that the superiority of Osi’s proposal under the non-price factors, which the solicitation weighted more heavily than cost/price, justified the cost/price premium of the awardee’s proposal. *Id.* at 36-37.

When a solicitation provides for the award of a contract on a best-value tradeoff basis, it is the function of the selection official to perform any necessary price-technical tradeoff, that is, to determine whether one proposal’s technical superiority is worth its higher price. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 24. A protester’s challenge to the degree of benefit that the agency would derive from a particular feature of the protester’s proposal, as compared to the benefit that would be derived from the awardee’s proposal, is a disagreement with the agency’s subjective judgment and is not sufficient to establish that an evaluation conclusion was unreasonable. *Bluehawk, LLC*, B-421201, B-421201.2, Jan. 18, 2023, 2023 CPD ¶ 43 at 12.

Given our conclusion above that the agency’s underlying evaluation of the offerors’ proposals was reasonable, we deny the protester’s derivative challenge to the best-value tradeoff. See *DirectViz Sols., LLC*, B-417565.3, B-417565.4, Oct. 25, 2019, 2019 CPD ¶ 372 at 9.

We also find that the agency properly exercised its discretion in conducting the tradeoff analysis and concluding that the awardee’s superiority under the non-price evaluation factors was worth the proposal’s cost/price premium. The record shows that the agency identified specific advantages in Osi’s proposal, such as its “outstanding response” to the technical approach scenario 1--curriculum quality subfactor. AR, Tab 15, SSD at 13. Overall, NASA concluded that Osi’s technical (*i.e.*, mission suitability) proposal

“present[ed] superior technical value and a materially significant advantage” over the other two proposals. *Id.* at 13-14. At the same time, the agency was “concerned with the lean organizational structure and staffing levels” proposed by AFTS, and the risks associated with such an approach, which were “compounded by the apparent inconsistency between AFTS’s proposed key positions and its overall management approach.” *Id.* Moreover, the SSA found that the relevant experience and past performance confidence ratings were not “material discriminator[s]” between the proposals. *Id.* The SSA recognized that AFTS proposed the lowest cost/price but found that the benefits of Osi’s proposal under the mission suitability factor warranted paying a 57 percent cost/price premium. *Id.* at 13-15. Thus, contrary to the protester’s allegation, the record demonstrates that the SSA reasonably selected Osi’s higher-rated and higher-priced proposal for award. This allegation provides no basis to sustain the protest.

The protest is denied.

Edda Emmanuelli Perez
General Counsel