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Decision

Matter of: Stellar Innovations & Solutions, Inc.

File: B-414242.2; B-414242.3

Date: September 18, 2017

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Sharon L. Larkin, Esq., Elizabeth A. Ferrell, Esq., and James L. Larkin, Esq., Larkin Ferrell LLP, for Ventech Solutions, Inc., the intervenor.
Captain Justin D. Haselden and Kristopher M. Huelsman, Esq., Department of the Air Force, and Sam Q. Le, Esq., Small Business Administration, for the agencies.
Katherine I. Riback, Esq., and Amy B. Pereira, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging an agency's evaluation and award decision is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Stellar Innovations & Solutions, Inc., of Moraine, Ohio, protests the award of a contract to Ventech Solutions, Inc., of Baltimore, Maryland, by the Department of the Air Force under request for proposals (RFP) No. FA8770-16-R-0002 for requirements management systems (RMS) and logistics management data back (LMDB) services.¹

¹ The RMS includes the automated and manual functions involved in the Air Force Material Command's materiel requirements process which forecasts and controls procurement and repair requirements of materiel needed for logistics support of weapons systems operated by the Air Force. Agency Report (AR), Tab 12, RFP, Performance Work Statement (PWS) at 7. The LMDB supports over 450 end-users at three Air Logistics Centers, Air Force Material Command Headquarters, and Air Force headquarters. Id. LMDB has interfaces with RMS and other systems and computes the buy and repair budget data and provides reason code information for termination actions. Id. Under the contract the contractor will perform all program management, planning and analysis, maintenance and sustainment, integrated test and evaluation,

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Stellar raises multiple challenges to the agency's evaluation under the non-price factors.

We deny the protest.

BACKGROUND

On March 23, 2016, the agency issued the solicitation under the procedures in Federal Acquisition Regulation (FAR) part 15, as a set-aside for 8(a) small businesses. The solicitation contemplated the award of a fixed-price and cost reimbursable-no-fee contract for a 1-year base period and four 1-year options. AR, Tab 3, RFP Letter at 1. The agency issued five amendments to the solicitation. The solicitation provided for award on a best-value tradeoff basis considering the following factors in descending order of importance: technical, past performance, and price.² AR, Tab 3d, RFP § M.1.1; 2.1.2. The technical factor included three subfactors, all of equal importance: technical program management, functional/systems engineering, and staffing plan. Id. The solicitation provided that, when combined, all evaluation factors other than price were more important than price. Id.

With regard to the first technical subfactor, technical program management, the agency would evaluate the knowledge and ability of the offeror to manage schedule, risk and performance while meeting the functional customer's requirements and applying the standards of practice described in the PWS. RFP § M 2.2.3. To that end, the solicitation instructed offerors to provide a brief narrative response, including a summary schedule and technical approach specifically addressing certain PWS sections. AR, Tab 4b, RFP § L 4.2.1.1. Under the second technical subfactor, functional/systems engineering, the agency would evaluate the offeror's understanding and approach to work, within the current systems' functional and system engineering activities, in an efficient and effective manner while meeting the functional customer's requirements. RFP § M 2.2.4. To that end, the solicitation instructed offerors to provide a brief

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system surveillance, and associated life cycle documentation of the RMS and LMDB systems. Id.

² The solicitation provided that each technical subfactor would receive an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable, and a risk rating of low, moderate, or high. RFP § M 2.2.1; 2.2.2. The solicitation provided that the technical rating and the risk rating were of "equal impact." Id. at 2.2. For the past performance factor, the agency would evaluate each contractor's ongoing or prior contracts and assess a relevancy rating of very relevant, relevant, somewhat relevant, or not relevant, as well as assess the performance quality as exceptional, good, satisfactory, marginal, unsatisfactory, or not applicable. Id. at 2.3.2.2.; 2.3.2.3. The agency would then assign each proposal a performance confidence assessment of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence (neutral). Id. at 2.3.1.

narrative response that specifically addressed certain sections of the PWS and describe its approach to the functional and system engineering activities. RFP § L 4.2.1.2. Under the third technical subfactor, staffing plan, the agency would evaluate the proposed staffing plan of the offeror, including both the labor categories as defined and described in the proposals, and the volume of that labor applied to all the requirements of the PWS. RFP § M 2.2.5. To that end, the solicitation instructed offerors to provide a staffing plan in accordance with PWS section 1.2.1, project management plan, covering all work specified in the effort, using the skill matrix table provided in the RFP. RFP § L 4.2.1.3. The staffing plan was to include descriptions of the labor categories and team positions that describe the skills, roles, responsibilities, and experience level of the target candidates to fill the positions. Id.

With regard to past performance, the solicitation provided that the agency would evaluate each offeror's demonstrated recent and relevant record of performance in supplying products and services that met the contract's requirements. RFP § M 2.3.2. To this end, each offeror was to provide information concerning three recent and relevant contracts for the prime contractor and three for each major subcontractor, teaming partner, and/or joint venture partner.³ RFP § L 6.4. Offerors were required to explain what aspects of the contracts were deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. Id. at 6.4.1.

The agency received proposals from six offerors, including Stellar and Ventech, by the April 26 closing date. Contracting Officer's Statement (COS) at 6. The agency conducted an initial evaluation and held discussions, during which two rounds of evaluation notices (ENs) were released. Id. Final proposal revisions (FPRs) were requested and evaluated and the agency awarded a 5-year service contract to Stellar for a total price of \$12,156,309. Id. Following award to Stellar, CompTech Computer Technologies, Inc. filed a protest, which our Office docketed as B-414242.⁴ Following the agency's review of CompTech's protest, the agency decided to take corrective action by re-opening discussions, seeking FPRs from all offerors, performing a new evaluation, and making a new award determination in accordance with the terms of the solicitation. Agency Corrective Action Letter (Jan. 13, 2017). In response to the agency's corrective action notice, our Office dismissed CompTech's protest as academic. CompTech Computer Technologies, Inc., B-414242, Jan. 25, 2017 (unpublished decision).

³ Relevant contracts, as defined in the solicitation, include performance of efforts involving sustainment and modification of mainframe and mid-tier information technology systems "that are similar or greater in scope, magnitude, technology and complexity than the effort described in [the] solicitation." RFP § L 6.4. Recent contracts are defined in the solicitation as those that were performed within the last five years. Id.

⁴ The agency notes that this protest was not filed in time to trigger a stay of performance under the Competition in Contracting Act of 1984 (CICA), therefore the work under this contract continued to be performed by Stellar. COS at 6.

On February 16, 2017, the agency issued amendment No. 4, which notified offerors that the agency would reopen discussions, re-evaluate past performance records, and request revised proposals based on the new period of performance. AR, Tab 9, RFP, Amendment 4. As part of discussions, ENs were provided to each offeror and offerors were invited to ask questions pertaining to ENs via email and/or teleconference.⁵ AR, Tab 36, Stellar Outstanding EN 3 for Reopened Discussions Cover Letter; Tab 42, Ventech Outstanding EN 3 for Reopened Discussions Cover Letter; Tab 44, Ventech Outstanding EN 4 for Reopened Discussions Cover Letter; Memorandum of Law (MOL) at 3. When the agency issued amendment No. 5, the agency also issued a request for FPRs, which included the following, of relevance to this protest:

In addition, the Offeror is cautioned that cost/price changes that are not adequately explained or that lack traceability from previous proposal positions, may not be considered credible in the final evaluation. Traceability to the technical, business, or financial conditions that brought about the changes must be maintained. Lump sum reductions in cost/price will not be accepted without supporting rationale.

AR, Tab 10, Request for FPR at 2. FPRs were received by May 1. The agency evaluated FPRs and made a new source selection decision and selected Ventech for award.

On June 2, Stellar was notified of the award decision and requested a debriefing which was provided on June 7. AR, Tab 19, Stellar Debriefing Slides. This protest to our Office followed.⁶

DISCUSSION

Stellar challenges multiple aspects of the agency's evaluation of the proposals. The protester asserts that the agency misevaluated its proposal under the technical subfactors of technical program management and functional/systems engineering.

⁵ Stellar did not request a teleconference during discussions. A teleconference with Ventech took place on March 8 in response to EN Round No. 4. AR, Tab 46, Ventech Teleconference.

⁶ Stellar also protested Ventech's size to the Small Business Administration (SBA). AR, Tab 51b, Stellar Size Protest (June 7, 2017). On June 28, 2017, the SBA issued a size determination that found Ventech to be a small business concern for the applicable size standard of \$27.5 million. AR, Tab 52, SBA Size Determination (June 28, 2017). Stellar then appealed the SBA Area Office denial of its size protest regarding Ventech to the SBA Office of Hearings and Appeals (OHA). On September 13, OHA denied Stellar's appeal and affirmed the Area Office's size determination with regard to Ventech. Ventech Size Appeal (Sept. 13, 2017).

Stellar also asserts that the agency misevaluated its proposal and that of Ventech under the staffing plan technical subfactor and the past performance factor. Although we do not specifically address all of Stellar's allegations, we have fully considered all of them and find that none provide a basis on which to sustain the protest.

Technical

Stellar first challenges the agency's evaluation of the technical factor, and more specifically, contests the agency's evaluation under each of the technical subfactors.

In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate proposals; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

Staffing Plan Subfactor

Stellar challenges the changes in the agency's rating of Ventech's proposal under the staffing technical subfactor from marginal with moderate risk to acceptable with low risk. Stellar notes that Ventech's proposal initially received a marginal technical rating with a moderate risk rating for the staffing subfactor when Ventech proposed staffing of [DELETED] full-time equivalents (FTEs). Stellar reasons that if Ventech could not adequately perform with the [DELETED] FTEs that it initially proposed, then it certainly could not meet the technical requirements with its reduced FPR staffing of [DELETED] FTEs. Stellar Comments and Supp. Protest at 8-11. The protester also contends that the agency failed to evaluate Ventech's explanation regarding its staffing reduction as required by the agency's request for FPR. Stellar Comments and Supp. Protest at 8; AR, Tab 10, Request for FPR at 2.

The agency explains that Ventech's initial proposal received a marginal technical rating with a moderate risk rating because it failed to provide adequate detail to address certain PWS requirements. Supplemental Agency Report (SAR) at 6. The agency asserts and the record demonstrates that none of the agency's initial evaluation findings offered any opinion, positive or negative, concerning Ventech's staffing plan, including the number of FTEs proposed. AR, Tab 38o, Ventech Initial Evaluation Board Results at 3-7.

The agency further argues that it properly evaluated Ventech's explanation regarding its staffing reduction. The agency states that after evaluation of initial proposals, offerors were given opportunities, during multiple rounds of discussions and ENs, to address areas identified by the agency as needing further explanation and to make other revisions to their proposals. The agency contends that Ventech justified its reduction in

staffing in response to an EN where it explained that it had mistakenly estimated workload in the PWS for historical workload, and that upon receiving clarification from the Air Force, it revised its staffing and price accordingly. AR, Tab 43d, Ventech Change Table EN3. The agency further states that by proceeding with a second round of post corrective action discussions and asking seven additional questions regarding Ventech's staffing plan, that the record shows that the Air Force did consider and evaluate Ventech's revised staffing plan. AR, 44a-44g, ENs; Supp. AR at 5. Finally, the agency explains that it evaluated Ventech's Volume II (Technical Volume), calculated the hours for each labor category, and compared them to the number of hours and categories priced in Ventech's Volume III (Price Proposal).⁷ AR, Tab 50, Price Confirmation of Ventech; SAR at 5. The agency concluded from this review that Ventech's staffing plan tracked, and was consistent with, its price proposal. Id.

In light of the above actions by the agency, we find that the agency reasonably evaluated the changes to Ventech's staffing plan. To the extent that Stellar continues to argue that the agency's evaluation in this area was unreasonable, we find that Stellar's arguments amount to disagreement with the agency's evaluation. The protester's disagreement with the agency's judgment, without more, does not render that judgment unreasonable. Oregon Iron Works, Inc., B-284088.2, June 15, 2000, 2000 CPD ¶ 119 at 8. We therefore find that the protester has provided no basis to question the agency's evaluation in this regard.

Assignment of Strengths

The protester argues that it deserved a higher rating under the technical subfactors. Specifically, Stellar argues that its proposal warranted multiple strengths because it provided narratives on how it would exceed the RFP requirements regarding the subfactors, and also provided "concrete examples" of its success. Stellar Comments and Supp. Protest at 25, 26. For example, Stellar notes that its description of its process of researching, analyzing and requirements gathering under the technical program management subfactor was prefaced by the statement that "this process has achieved all '[e]xceptional' CPAR [contractor performance assessment report] ratings on schedule, cost, business relations and ability to manage key personnel for the [m]anager's [i]nternal [c]ontrol [t]oolkit (MICT)," and that Stellar follows the described process currently for RMS/LMDB. AR, Tab 47c, Stellar Final Proposal, Vol II, at 9 (underlining in the original); Protest at 29. Stellar also argues that its proposal included certain features that were deserving of being rated as strengths, such as the fact that it provided a sample schedule. AR, Tab 47c, Stellar Final Proposal, Vol II, at 13; Protest at 29.

⁷ The agency notes as well that Stellar's and Ventech's staffing proposals in their respective FPRs were [DELETED] FTEs when RMS and LMDB were combined. Compare AR, Tab 47d, Stellar Final Proposal Vol. III to AR, Tab 48d, Ventech Final Proposal Vol. III.

First, Stellar's contention that it should have received strengths under the first two subfactors relies, in part, on its experience on the RMS/LMBD contract as the incumbent as well as its experience with the Air Force Commercial Visibility project. The agency responds that experience was not required to be considered under these technical subfactors for assessing strengths; rather, according to the solicitation, strengths were permitted to be assigned where the offeror's proposal demonstrated a "compliant approach" which exceeded the requirements with regard to each of the subfactors.⁸ MOL at 12; RFP § M 2.2.3; 2.2.4. Thus, while Stellar may disagree with the agency's judgment, it has failed to show that the solicitation required the assessment of these strengths to Stellar's proposal, or that the agency's evaluation was otherwise unreasonable.

Next, with regard to Stellar's contention that its proposal was deserving of strengths because of certain features included in its proposal, we find that the protester's focus is misplaced. While the protester here essentially seeks to replace its judgment for the agency's exercise of discretion, our Office will not sustain a protest where the protester has not shown that the agency's evaluation lacks a reasonable basis. See BNL, Inc., B-409450, B-409450.3, May 1, 2014, 2014 CPD ¶ 138 at 7.

Here the record shows that the agency reasonably determined that the protester's proposal was not deserving of the multiple strengths alleged. The record shows that the agency determined that Stellar's final proposal was found to "clearly and adequately meet" all of the requirements of the technical subfactors, "with no assigned weaknesses or strengths." AR, Tab 14, Source Selection Decision at 7. Moreover, while Stellar's final proposal was not assigned any strengths, the source selection authority and the source selection evaluation team noted "key technical features" in Stellar's proposal.⁹ AR, Tab 14, Source Selection Decision at 7; Tab 16, Proposal Analysis Report at 18. This protest ground is denied.

Past Performance

Stellar next contests several aspects of the agency's past performance evaluation and assignment of "satisfactory confidence" for its proposal. Stellar argues that the agency did not give proper weight to the fact that it performed as the incumbent for a period of

⁸ The agency notes as well that the solicitation did not include a provision for the assignment of strengths under the staffing plan technical subfactor. RFP § M 2.2.5.; MOL at 13.

⁹ The agency points out that Ventech's final proposal evaluation also notes key features rather than strengths. COS at 19; AR, Tab 14, Source Selection Decision at 8-9; Tab 16, Proposal Analysis Report at 19.

time and improperly penalized it for not performing all of the tasks of the incumbent.¹⁰ Stellar Comments at 17. The protester also argues that the agency improperly downgraded its proposal due to the fact that it was not a prime contractor on certain of its contracts listed in its proposal. Stellar Comments at 12. Finally, Stellar argues that the agency's evaluation of offerors reflects disparate treatment with regard to the magnitude of offerors' past performance references. Stellar Comments and Supp. Protest at 12.

An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of agency discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. SIMMEC Training Sols., B-406819, Aug. 20, 2012, 2012 CPD ¶ 238 at 4. Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. DynCorp Int'l LLC, B-406523.2, B-406523.3, Dec. 16, 2013, 2014 CPD ¶ 7 at 6. A protester's disagreement with an agency's past performance evaluation provides no basis to question the reasonableness of the evaluator's judgment. Al-Razaq Computing Servs., B-410491, B-410491.2, Jan. 7, 2015, 2015 CPD ¶ 28 at 12.

The agency argues that contrary to Stellar's assertion, it properly evaluated Stellar's performance as the incumbent for a period of 4.5 months on the RMS & LMDB contract. We agree. The record shows that since the agency had not finalized a CPAR at the time of final evaluation and no past performance information retrieval system (PPIRS) records were available, the agency relied on two past performance script interviews and two past performance questionnaires, which were provided in Stellar's proposal. AR, Tab 13, Source Selection Evaluation Team Worksheets at 76; Tab 16, Proposal Analysis Report at 65; LM at 6.¹¹ One questionnaire submitted by the RMS program

¹⁰ Prior to the FPRs, Stellar provided only two past performance references for itself and two for its major subcontractor, [DELETED]. AR, Tab 26, Stellar Revised Past Performance. In Stellar's FPR, submitted May 1, 2017, Stellar provided an additional past performance reference, as the incumbent on RMS & LMDB contract for a period of 4.5 months. AR, Tab 47e, Stellar Final Proposal Vol. IV, at 20; COS at 10.

¹¹ The protester also argues that the agency improperly ignored the self-assessment of its past performance on the RMS & LMDB contract which stated that "the [Stellar] team ha[d] consistently performed at an exceptional level of service by providing high quality deliverables on-time and consistently ahead of schedule." AR, Tab 47e, Stellar Final Proposal Vol IV, at 19. The agency responds that it did not consider Stellar's self-assessment of its own work on the contract. The fact that the agency did not consider Stellar's self-assessment of the RMS & LMDB work is of no consequence as common sense dictates that an offeror's self-assessment regarding the quality of its past performance is, by its nature, of less value as compared to the disinterested

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manager provided mostly exceptional ratings for Stellar's performance, while the second questionnaire, provided by the Weapons System Support Program Functional program manager, assigned Stellar's performance satisfactory and very good ratings. COS at 28; AR, Tab 13, Source Selection Evaluation Team Worksheets at 76, and 96.

The agency further found that the firm's performance did not encompass all of the areas of the PWS and that while Stellar did work on the RMS & LMDB effort, the firm did not perform "key areas of the PWS," such as communications systems requirement documents and change requests. AR, Tab 13, Source Selection Evaluation Team Worksheets at 76-80; COS at 12. Finally, the agency states that because Stellar's incumbent performance was only for a period of 4.5 months, the agency determined that Stellar's effort as the incumbent did not demonstrate the magnitude or complexity of the solicited 5.5 year RMS & LMDB effort. AR, Tab 15, Final Evaluation Brief at 50, Tab 16, Proposal Analysis Report at 26-28.

The record shows that while the agency did not assess Stellar's performance on the RMS & LMDB contract quite as favorably as Stellar believes it should have, it nevertheless considered Stellar's performance as the incumbent in its evaluation of Stellar's past performance. We find that the agency reasonably considered the duration, scope of work, and level of performance of Stellar's performance in its RMS & LMDB effort as part of its evaluation of the relevancy of this effort, and that while the protester disagrees with that evaluation, the protester has provided no basis upon which to sustain this protest ground.¹²

Next, Stellar alleges that the agency improperly considered, as part of its past performance evaluation, whether or not the contract references cited by Stellar were performed as a prime contractor. The agency argues that, in evaluating Stellar's past performance, it properly evaluated and considered all three contracts identified in Stellar's proposal as relevant experience--two in which Stellar performed as a subcontractor and Stellar's 4.5 months performance as a prime on the RMS & LMDB contract. AR, Tab 14, Source Selection Decision at 7-8; Tab 16, Proposal Analysis Report at 26-28.

In a negotiated procurement an agency must evaluate proposals based on the solicitation's enumerated evaluation factors. FAR § 15.305(a); RTI Int'l, B-411268,

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assessment provided by third parties. See Shaw-Parsons Infrastructure Recovery Consultants, LLC; Vanguard Recovery Assistance, Joint Venture, B-401679.4 et al., Mar. 10, 2010, 2010 CPD ¶ 77 at 9.

¹² According to the RFP once the performance is considered to be recent then the agency considers relevancy which is made up of certain factors, including magnitude, complexity, and scope of effort. RFP § M 2.3.2.2.

June 26, 2015, 2015 CPD ¶ 206 at 12. Agencies, however, properly may evaluate proposals based on considerations not expressly stated in the solicitation where those considerations are reasonably and logically encompassed within the stated criteria.

Straughan Envtl., Inc., B-411650 et al., Sept. 18, 2015, 2015 CPD ¶ 287 at 8.

We find nothing unreasonable in the agency's consideration of Stellar's past performance as a prime contractor with contracts of similar scope, magnitude, and complexity as those required by the RFP. Even where an RFP does not expressly state a specific preference for past performance as a prime contractor, an agency properly may take such information into account in its past performance evaluation as it is reasonably predictive of the quality of contract performance. See CAE USA, Inc., B-404625, Mar. 16, 2011, 2011 CPD ¶ 75 at 9; PMC Solutions, Inc., B-310732, Jan. 22, 2008, 2008 CPD ¶ 20 at 3.

Stellar also contends that the agency erred in its evaluation of the past performance factor by engaging in disparate treatment. The protester contends that the agency evaluated the magnitude of Stellar's past performance efforts but did not do the same for Ventech. Stellar Comments and Supplemental Protest at 14-16. In this regard, Stellar argues that both it and Ventech had contracts of a smaller magnitude than the work solicited here, which they provided as past performance references, yet the agency only commented on the size of contracts cited by Stellar.

Where a protester alleges unequal treatment in an evaluation, it must show that the differences in rating did not stem from differences between the offerors' proposals. Raytheon Co., Space & Airborne Sys., B-411631, Sept. 16, 2015, 2015 CPD ¶ 361 at 8. With respect to Stellar's allegation, the protester has not made this showing, and we conclude that the allegation is without merit.

The agency states that the source selection evaluation team's determination of Ventech's experience as "relevant," took into account that Ventech's prior contract efforts involved "similar scope and magnitude of effort and complexities" as required by the solicitation. AR, Tab 14, Source Selection Decision at 9. The agency further argues that there is no requirement that the source selection decision contain every point raised in the Proposal Analysis Report and evaluator worksheets. Supp. AR at 6.

The evaluation record demonstrates that the agency assessed the magnitude of Ventech's prior experience through the evaluation process. The proposal analysis report prepared by the source selection team reflected that in making its overall confidence assessment, the agency reviewed the overall and per year dollar average for each of Ventech's and its subcontractor's contracts to determine relevance as it related to the three technical factors, and also to assess the "magnitude and type of contract arrangements managed." AR, Tab 16, Proposal Analysis Report at 39. Moreover, the agency states the comparisons of Ventech's past performance efforts to Stellar's past performance efforts showed that in the aggregate, Stellar's five past performance efforts constitute only [DELETED]% of the total value of Ventech's total value. Supp. AR at 4.

The protester has provided no reason to question the agency's evaluation in this regard. The fact that the source selection authority did not specifically reference the magnitude of Ventech's past performance in articulating his evaluation of Ventech's past performance is of no consequence because the agency evaluation record of Ventech's proposal, described above, demonstrates that the agency considered the magnitude of Ventech's past performance. This protest ground is denied.

Best-Value Decision

Finally, Stellar challenges the agency's conclusion that Ventech's proposal provided the best value to the Air Force.¹³ The protester alleges that multiple errors in the evaluation of proposals tainted the award decision. The protester contends that "[b]ut for the agency's unreasonable tradeoff analysis," it would have received the award. Stellar Comments and Supp. Protest at 30.

With respect to Stellar's alleged evaluation errors, as discussed above, we find no flaws in the evaluation and thus no related errors in the best-value tradeoff. With respect to Stellar's allegation that the source selection authority unreasonably concluded that Ventech's proposal represented the best value, we find reasonable the SSA's determination that Ventech's price was lower than Stellar's price and that Ventech's past performance was rated more favorably than Stellar's. AR, Tab 14, Source Selection Decision at 11. The agency points out that even though both Stellar and Ventech received the same acceptable rating with low risk for all three subfactors, the data behind these ratings showed that Ventech provided a stronger proposal "even though it did not merit a higher rating." MOL at 17. For these reasons, we find no merit in Stellar's challenge to the source selection decision.

The protest is denied.

Susan A. Poling
General Counsel

¹³ To the extent that Stellar continues to challenge Ventech's 8(a) status, we dismiss this portion of the protest because our Office has no jurisdiction to hear challenges to an offeror's size status under the SBA's 8(a) program. The Small Business Act, 15 U.S.C. § 637(b)(6), gives the SBA not our Office, the conclusive authority to determine matters of small business size status for federal procurements. Bid Protest Regulations, 4 C.F.R. § 21.5(b)(1); Carpetmaster, B-294767, Nov. 4, 2004, 2004 CPD ¶ 226 at 4. Our Office will review competitive section 8(a) procurements for compliance with certain applicable procurement regulations, but our review generally does not extend to matters that are solely within the purview of SBA. Mevacon-NASCO JV; Encanto Facility Servs., B-414329 et al., May 11, 2017, 2017 CPD ¶ 144 at 19.