



Decision

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Matter of: MES Simulation & Training Corp.

File: B-416210; B-416210.2

Date: July 10, 2018

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DIGEST

1. Protest challenging agency's evaluation of awardee's staffing plan is denied where the agency acknowledged concerns in the awardee's approach but reasonably determined that they did not rise to the level of significant weaknesses or deficiencies.

2. Protest challenging agency's evaluation of awardee's past performance is denied where the agency reasonably evaluated the relevance of the awardee's past performance efforts as similar in complexity and scope to the solicited effort.

DECISION

MES Simulation & Training Corp., a small business located in Christmas, Florida, challenges the award of a contract to Riptide Software, Inc., a small business located in Oviedo, Florida, under request for proposals (RFP) No. M67854-17-R-7823, issued by the United States Marine Corps for contractor logistics support and modifications to the Supporting Arms Virtual Trainer (SAVT) system. The protester argues that the agency failed to properly evaluate the awardee's proposed staffing plan and price, credited the awardee with an unwarranted strength, unreasonably assessed weaknesses in MES's proposal under two of the non-price factors, and conducted a flawed best-value tradeoff determination.

We deny the protest.

BACKGROUND

On August 25, 2017, the Marine Corps issued the solicitation, which contemplated the award of an indefinite-delivery, indefinite-quantity (IDIQ) contract for contractor logistics support (including modular facility maintenance) and SAVT modifications. The SAVT system is a fully immersive training environment “where virtual aircraft come to life and voice recognition software forces Marines to get their radio transmissions doctrinally correct as they train to coordinate air and ground fire.” Contracting Officer’s Statement/Memorandum of Law (COS/MOL) at 1. Modifications to the SAVT system include new software integration, external system connectivity, concurrency upgrades, system technical refreshes, delivery of new systems and trainer relocations. Id. at 5.

The RFP anticipated award of a single IDIQ contract with a basic ordering period of 60 months, during which the agency would issue fixed-price task orders based on the hours and burdened labor rates proposed. RFP at 50-51. The solicitation contained two sample task orders, each with a performance work statement (PWS). For each task order, the solicitation requested that offerors provide a staffing plan, pricing, and a technical approach to address the PWS requirements. Id. at 47-51. The solicitation noted that the sample task orders “encompass and reflect a significant portion of work to be performed under the base IDIQ contract,” and anticipated that the agency would issue an order, or orders, for one or both sample tasks at the time it awarded the IDIQ contract. Id. at 55.

The solicitation contemplated award of the IDIQ contract on a best-value tradeoff basis considering the following three non-price factors, listed in descending order of importance: training device operators approach, technical approach, and past performance. Id. at 56. The non-price factors, when combined, were significantly more important than price. Id.

For the training device operators approach factor, the RFP anticipated that the Marine Corps would evaluate, among other aspects, the roles, responsibilities, qualifications, and experience of each offeror’s proposed training device operators. Id.

Under the technical approach factor, the RFP provided for evaluation of the offeror’s approach to designing, developing, installing, integrating, testing and delivering certain modifications activities called for under the solicitation. Id. at 57. The solicitation also provided for evaluation of the offeror’s staffing plans for both task orders, including the extent to which the proposal demonstrated appropriate labor categories and labor hours to perform the PWS requirements. Id.

For the past performance factor, the RFP anticipated that the agency would evaluate each offeror’s recent and relevant past and present performance. Id. at 58. In determining the relevance of a contract effort, the agency would examine the contract type, dollar amount, location and division of the company performing the effort, period of performance, and scope and complexity of the effort in relation to the instant requirement. Id. at 59.

For the evaluation of price, the solicitation provided that the agency would calculate a total price based on the sum of the task order 0001 and task order 0002 prices, and then would assess the reasonableness of that total price. Id. at 61. With respect to price realism, the RFP provided:

As this solicitation will result in [fixed-price task orders], the [g]overnment **may**, at its discretion, perform a price realism analysis for the limited purpose of measuring an [o]fferor's understanding of the requirements or to assess the risk of poor performance inherent in an [o]fferor's proposal. An unrealistically low price may be indicative of the [o]fferor's lack of competence or failure to comprehend the requirements and risks of the solicited effort.

Id. at 61 (emphasis in original).

On October 12, the agency received a total of six proposals, including proposals from MES, who is the incumbent contractor, and Riptide. COS/MOL at 2. Following receipt of these proposals, the agency evaluated Riptide and MES as follows:

	MES	Riptide
Training Device Operators Approach	Acceptable ¹	Acceptable
Technical Approach	Acceptable	Acceptable
Past Performance	Substantial Confidence	Substantial Confidence
Total Evaluated Price	\$3,191,228	\$2,818,414

Id. at 7.

On March 23, 2018, the Marine Corps awarded the contract to Riptide, finding that its proposal represented the best overall value to the government. Agency Report (AR), Tab 11, Source Selection Decision Memorandum (SSDM), at AR-13. In this regard, Riptide's proposal had both the lowest total evaluated price and was the highest-rated proposal under the non-price factors. Id. In addition to awarding the IDIQ contract to Riptide, the Marine Corps issued task order 0001 to the company. See AR, Tab 12, Notice of Award, at AR-1.

¹ According to the solicitation, a rating of acceptable under the first two evaluation factors meant that the "[p]roposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate." RFP at 57. For the evaluation of past performance, a rating of substantial confidence meant that "[b]ased on the offeror's recent/relevant performance record, the [g]overnment has a high expectation that the offeror will successfully perform the required effort." Id. at 60.

This protest followed.

DISCUSSION

The protester argues that the agency unreasonably evaluated the awardee's staffing and labor hours for task order 0002 as acceptable. MES further asserts that the agency should have conducted a price realism assessment in light of the deficient hours proposed by Riptide on this task order. The protester also raises various challenges to the agency's evaluation of MES's and Riptide's proposals under the two technical factors. The protester additionally challenges the agency's evaluation of the relevance of Riptide's past performance efforts. Last, the protester argues that the agency failed to conduct a proper best-value tradeoff determination. While we do not address in detail every argument raised by MES in its protest, we have reviewed each issue and do not find any basis to sustain the protest.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Computer World Servs. Corp., B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6. Rather, we will review the record only to assess whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. ARBEiT, LLC, B-411049, Apr. 27, 2015, 2015 CPD ¶ 146 at 4. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. Watts-Obayashi, Joint Venture; Black Constr. Corp., B-409391 et al., Apr. 4, 2014, 2014 CPD ¶ 122 at 9.

Riptide's Staffing and Pricing

The protester challenges several aspects of the Marine Corps' evaluation of Riptide's proposed staffing for task order 0002, which encompassed modifications work for the SAVT system. The agency raised two concerns with regard to Riptide's staffing for this task order. The protester argues that the agency should have assigned significant weaknesses or deficiencies to Riptide's proposal as a result of these concerns.

By way of background, the agency's technical evaluation team (TET) reviewed the labor categories and hours proposed by Riptide for the second task order and determined that "the hours and labor categories are not logically aligned and commensurate to the PWS requirements." AR, Tab 9, TET Report, at AR-94. The TET explained that Riptide had proposed a labor category for a [DELETED] to perform certain [DELETED] tasks, but had only allocated [DELETED] labor hours over the first two months to that labor category. Id. The TET assigned this "misalignment of labor mix and hours" a low risk, finding that it might cause various delays to the delivery schedule for the SAVT modifications. Id. at AR-95.

In addition to this risk, the TET separately noted that Riptide appeared to be proposing to perform certain tasks under the second task order "faster than the expected

18-month period of performance.” Id. The TET based this finding on a breakout provided in Riptide’s proposal showing [DELETED] months of performance. Id. The TET noted that “[b]ecause Riptide does not explicitly propose to complete Task Order 0002 tasks in [DELETED] month period, nor is this explained elsewhere in [Riptide’s] proposal, this leaves the TET with an ambiguity that should be clarified, if applicable, at a [p]ost [a]ward [c]onference.” Id.

The protester argues that Riptide should have received, at a minimum, a significant weakness or high risk as a result of these concerns. According to the protester, the TET conceded that Riptide’s proposal did not provide sufficient information for the agency to determine whether Riptide had proposed appropriate labor categories and hours to meet the PWS requirements. The protester further asserts that awarding the contract to Riptide with the intent to resolve these concerns at a post-award conference represents an impermissible award of a contract “with the intent to make changes after award.” Supplemental Protest at 12.

Based on the record here, we find that the agency reasonably evaluated Riptide’s proposed task order 0002 staffing. With respect to the agency’s finding that Riptide’s hours and labor categories were not logically aligned to the PWS requirements, we note that this finding was limited to one labor category, [DELETED]. See AR, Tab 9, TET Report, at AR-93-94; TET Chairperson Decl. at 3.² Furthermore, the agency reviewed these potentially insufficient hours and recognized the risk they posed to the timely fulfillment of the applicable PWS requirement for [DELETED]. Id. Ultimately however, the agency concluded that the hours in question represented only a low risk because Riptide proposed other labor categories that might be used to fulfill the requirement. We find this conclusion to be a reasonable exercise of the agency’s judgment and see no basis to question the agency’s risk assessment.

The agency also recognized that Riptide’s proposal contained an ambiguity with respect to its intended timeline for completing the tasks encompassed in the second task order. See AR, Tab 9, TET Report, at AR-94; see also RFP Attach. J.3 at 47. In this regard, the agency found that Riptide had not adequately explained how it would accomplish these tasks within [DELETED] month period. See AR, Tab 9, TET Report, at AR-95.

² At our Office’s request, the Marine Corps submitted declarations from the TET chairperson, who was also the past performance evaluation team (PPET) chairperson, and from the source selection authority (SSA), who is also the contracting officer. Our Office has stated that post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions where those explanations are credible and consistent with the contemporaneous record. APlus Techs., Inc., B-408551.3, Dec. 23, 2013, 2014 CPD ¶ 12 at 10 n.11. While the protester argues that these declarations amount to post-hoc explanations, and should therefore be discounted, we disagree. Instead, we find that the declarations largely fill-in previously unrecorded details and are consistent with the contemporaneous record.

The protester argues that this lack of an explanation, by itself, should have resulted in the assessment of a significant weakness or deficiency.³

We are not persuaded that the lack of such an explanation was a material omission that will require the agency to make substantial changes after award. In this regard, the TET Chairperson represents that while the period of performance for the second task order was set to end after 18 months, the tasks contained in the task order PWS could all be completed earlier than that date. TET Chairperson Decl. at 1-2.⁴ Furthermore, we note that the second task order is a fixed-price task order, and therefore the risk of noncompliance with the task order requirements falls on the contractor. Indeed, the agency has represented that following the award, Riptide will be obligated to provide the necessary task order deliverables at the price it proposed. See Supplemental Memo. of Law at 3 n.1, 5.

The protester also argues that the agency should have conducted a price realism analysis of Riptide's proposal, which would have revealed the offeror's lack of understanding of the task order 0002 PWS requirements. See Supplemental Comments at 14.

³ In connection with its argument pertaining to Riptide's timeline for completing task order 0002, the protester also asserts that the agency found the overall task order 0002 hours proposed by Riptide to be insufficient. The record fails to support the protester's assertion in this regard. According to the TET chairperson, the TET members "in NO way felt that Riptide would not be able to successfully perform the tasks for [task order 0002]." TET Chairperson Decl. at 3. Moreover, the protester has not otherwise demonstrated that Riptide's proposed hours were insufficient. In this respect, the protester argues that the hours proposed by Riptide were far lower than MES's hours, and were only 20 percent higher than those of another offeror, whose proposed hours were found to be insufficient. These comparisons do not establish that the hours proposed by Riptide were insufficient to accomplish the tasks required under the task order 0002 PWS. In particular, the protester furnishes no explanation as to the level of effort that those tasks require.

⁴ The protester contends that certain of the task order 0002 requirements were ongoing, such that they could not be completed early and instead would last the entire 18-month period. We have reviewed the protester's assertions, but do not see clear evidence to rebut the agency's position that such tasks are not ongoing requirements. For example, the protester cites the requirement for modular facility maintenance as one such ongoing requirement. Comments on Decs. at 8-9. The requirement cited by the protester is actually a task order 0001 PWS requirement, however, not a task order 0002 requirement. See id. (citing RFP Attach. J.2 at 13).

Price realism is an assessment of whether prices are too low, such that there may be a risk of poor performance. See Federal Acquisition Regulation § 15.404-1(d); C.L. Price & Assocs., Inc., B-403476.2, Jan. 7, 2011, 2011 CPD ¶ 16 at 3. Where a solicitation, as here, anticipates award of fixed-price or time-and-materials contract with fixed-price fully loaded labor rates, the price realism of a proposal is not ordinarily considered, since the risk and responsibility for contract costs is on the contractor. Centerra Grp., LLC, B-414800, B-414800.2, Sept. 21, 2017, 2017 CPD ¶ 307 at 13. An agency, however, may conduct a price realism analysis in awarding a fixed-price or time-and-materials contract for the limited purposes of measuring an offeror's understanding of the requirements or to assess the risk inherent in the offeror's proposal if the solicitation explicitly states that the agency will perform a price realism analysis. See id. Here, the solicitation provided the agency with the option of conducting a price realism assessment, stating "the Government **may**, at its discretion, perform a price realism analysis for the limited purpose of measuring an [o]fferor's understanding of the requirements or to assess the risk of poor performance inherent in an [o]fferor's proposal." RFP at 61 (emphasis in original).

MES asserts that the agency abused its discretion by failing to conduct a price realism assessment despite what the protester labels as "red flags." Supplemental Comments at 14. We do not agree. In this regard, we note that Riptide's price, while lower than MES's price, was within 5 percent of the next highest-priced, technically-acceptable offeror. See AR, Tab 11, SSDM, at AR-2. In addition, while Riptide's task order 0002 hours were lower than MES's hours, the agency still judged such hours to be sufficient to perform the task order 0002 tasks. See TET Chairperson Decl. at 3. Under these circumstances, we conclude that the agency reasonably exercised its discretion in electing not to conduct a price realism assessment of Riptide's proposal.

MES's Technical Proposal

The protester challenges every weakness assigned to its proposal under the two technical factors (technical approach and training device operators approach). We have reviewed these challenges, but find them to be without merit.

For example, the protester challenges a weakness that was assessed for the failure of its proposal to provide information regarding "[m]odular [f]acility preventative maintenance, corrective maintenance, and materials required to perform maintenance tasks or otherwise explain its approach." AR, Tab 9, TET Report, at AR-38. The protester argues that this weakness was contrary to its proposal because its ability to meet the maintenance requirements was "clearly demonstrated in its past performance volumes." Protest at 16.

We find the agency's assessment of a weakness here to be unobjectionable. In this regard, an agency's evaluation is dependent upon the information furnished in the proposal; thus, it is an offeror's burden to submit an adequately written proposal for the agency to evaluate. Leader Comms., Inc., B-298734, B-298734.2, Dec. 7, 2006, 2006 CPD ¶ 192 at 7. This means that, with respect to the applicable maintenance

requirement, the Marine Corps was under no obligation to divine what MES's approach to addressing the maintenance requirement might be; rather, it was MES's responsibility to adequately address that requirement in its proposal. MES failed to do so. While the protester asserts that the agency "should have known MES understood and would meet the requirement," by virtue of MES's past performance proposal volume, Protest at 16, the Marine Corps was under no obligation to go to unrelated sections of MES's proposal in search of missing or inadequately presented information. See WILLCOR, Inc., B-413390.4, Oct. 24, 2016, 2016 CPD ¶ 300 at 5.

As a second example, the protester challenges a weakness assessed in MES's proposal for assuming that certain commercial-off-the-shelf (COTS) software, [DELETED], will have been tested by the government for compatibility with the upgraded operating system. See AR, Tab 9, TET Report, at AR-40. The agency designated this a medium risk, noting that these two software applications have not been tested for compatibility with any future operating system, and finding that MES would likely need to incorporate additional integration and testing events into its schedule, which might delay deliveries of the upgraded operating system. See id. at AR-49-50.

The protester argues that this weakness was based on a sentence in MES's proposal that was taken out of context. The sentence in question stated that "[DELETED] are COTS software that are used within the [g]overnment software, and it is assumed that the used version is compatible with the new Operating System since the Government has been maintaining the software." AR, Tab 6, MES Proposal, at AR-30. The protester argues that the word "software" mentioned at the end of the above sentence refers to the SAVT government-developed software, not the COTS software, as the agency interpreted the sentence. The protester further argues that its proposal noted that [DELETED] were COTS software that would need to be upgraded.

Based on our review of MES's proposal, we find that the agency reasonably interpreted the sentence in question as an assumption, on the part of MES, that [DELETED] were compatible with the new operating system. In this regard, we note that the sentence appears within a list of bullet points addressing which COTS software is compatible with various operating systems and which COTS software will need to be upgraded. In this context, the above sentence appears to be addressing the compatibility of [DELETED] with the upgraded operating system, not the compatibility of the government-developed software with that operating system. Moreover, we note that, even if the sentence could be interpreted otherwise, it was MES's burden to submit an adequately written proposal, which it failed to do in this instance. See Leader Comms., Inc., supra.

Past Performance

Last, MES challenges the Marine Corps' evaluation and consideration of Riptide's past performance. In this respect, the protester argues that the awardee should have received a lower past performance confidence rating because, in the protester's view, Riptide's past performance references were for smaller dollar values and performance

periods, on less complex efforts, than the solicited effort. MES further asserts that the agency erred in evaluating the relevance of one of Riptide's efforts, a delivery order under an IDIQ contract to support the Marine Corps' Combined Arms Command and Control Training Upgrade System (CACCTUS). The protester argues that this delivery order should not have been assessed as very relevant because it only had a \$1.7 million value over a period of performance of 7 months.

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 that we will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. SIMMEC Training Solutions, B-406819, Aug. 20, 2012, 2012 CPD ¶ 238 at 4. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings. American Env'tl. Servs., Inc., B-406952.2, B-406952.3, Oct. 11, 2012, 2013 CPD ¶ 90 at 5.

Here, the evaluation record reflects that the agency conducted a reasonable assessment of Riptide's past performance. As an initial matter, we note that the protester has not challenged the qualitative ratings assigned to Riptide's past performance efforts. This is significant because these ratings were highly positive, with Riptide receiving the highest scores possible in the majority of categories. See, generally, AR, Tab 8, Riptide Past Performance Reports.

With respect to the relevance of the past performance efforts of Riptide and its subcontractor, the agency evaluated seven contracts, finding one contract (the CACCTUS delivery order) to be very relevant, two contracts to be relevant,⁵ and four contracts to be somewhat relevant. See AR, Tab 9, TET Report, at AR-97-98. The protester argues that the CACCTUS delivery order should not have been assessed as very relevant in light of its small dollar value and period of performance. The protester also argues that Riptide should have received a lower past performance confidence rating in light of its lack of very relevant and relevant past performance efforts.

Here, we find that the agency reasonably found the CACCTUS delivery order to be very relevant. In this regard, the RFP anticipated that the agency would assess the relevance of past performance efforts by reviewing numerous separate aspects of those efforts, including the total dollar amount, the dollar amount of the effort actually performed by the offeror, the location and division of the performing company, the length of the period of performance, and the scope and complexity of the effort in comparison to the solicited effort. RFP at 48. In its review of the CACCTUS delivery

⁵ The protester states that Riptide had only one "relevant" past performance effort, a largely unexplained assertion that appears to be an attempt by the protester not to credit Riptide with a relevant contract that was performed by its subcontractor. See, e.g., Supplemental Protest at 25. Based on our review of the record, we see no basis to deny credit to Riptide's proposal for this past performance effort.

order, the PPET reviewed these aspects, including the delivery order's \$1.7 million dollar value and its shorter period of performance.⁶ Ultimately, the PPET concluded that the complexity of both that order and the instant requirement was medium, and that the two efforts involved similar performance requirements for contractor logistics support operations and maintenance, as well as requirements for engineering, software development, logistics, cybersecurity, and program management at geographically-separated sites. AR, Tab 9, TET Report, at AR-97.

In her declaration, the PPET Chairperson further explained the basis of the PPET's finding, noting that although the dollar value and period of performance were shorter on the CACCTUS delivery order, the complexity of the two contracts is essentially the same. See TET Chairperson Decl. at 4-6. Specifically, the PPET chairperson noted that both contracts involve similar simulated training systems and require:

- (a) Knowledge of [modeling] and simulation, distributed computer simulation systems, synthetic training environments, and software/hardware.
- (b) Program management, engineering, and logistics support.
- (c) Proficiency in [r]isk [m]anagement [f]ramework . . . processes in order to obtain/maintain training system accreditation/authority to operate.
- (d) Design, development, testing, delivery, and installation of training system modifications in both hardware and software to meet identified/emerging needs through [p]ost [d]eployment [s]oftware [s]upport/[c]ontractor [l]ogistics support and resolution of trouble tickets. Both contracts have provisions for discrete task orders for upgrades and modifications.
- (e) Asset management, inventory control, and configuration control of training systems.
- (f) Understanding of [Marine Corps] [t]raining [s]tandards and scenario/content development.
- (g) Operation and on-site maintenance of training systems which are fielded at sites [within the contiguous United States and outside the contiguous United States].

Id. at 6.

⁶ The past performance section of the TET report incorrectly cites the period of performance for the CACCTUS delivery order as 12 months. See AR, Tab 9, TET Report, at AR-97. In her declaration, the PPET Chairperson asserts that, notwithstanding this error, the PPET reviewed the correct 7-month period of performance. See TET Chairperson Decl. at 4. At any rate, our review of the record leads us to conclude that, regardless of whether the PPET was mistaken with respect to the applicable period of performance, this error did not have a material impact on the agency's past performance evaluation.

In light of the overall similarity in the scope and complexity of the two contracts, we conclude that the agency reasonably found the CACCTUS delivery order to be very relevant notwithstanding its smaller dollar value and period of performance. Moreover, in light of Riptide's successful performance on this and other relevant contracts, we find that the agency reasonably assigned the awardee's past performance a substantial confidence rating.

MES also challenges the SSA's consideration of Riptide's past performance, specifically his conclusion that "[i]n terms of a comparative assessment between [MES, Riptide, and a third offeror], there appears to be no discernable differences in the overall performance records that would provide a greater expectation of successful performance of one [o]fferor over the other." AR, Tab 11, SSDM, at AR-8. The protester challenges this conclusion in light of MES's higher number of very relevant past performance efforts. The protester further argues that the agency should have compared and contrasted the specific distinctions between MES's and Riptide's past performance records in its source selection decision.

Based on our review of the record, we find the SSA's consideration of MES's and Riptide's past performance to be unobjectionable. Where, as here, a source selection official reasonably finds that two proposals are essentially equal under an evaluation factor, the official is not required to further discuss and contrast the proposals under that factor. See Remington Arms Co., Inc., B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 16. Here, the SSA reasonably found there to be no relevant discriminators between MES's and Riptide's past performance based on the fact that both proposals were equally rated, provided examples of very relevant and relevant contracts, and demonstrated past performance within those examples that gave the government a high expectation of successful performance on the instant effort. See AR, Tab 11, SSDM, at AR-8.

We find this assessment to be reasonable. While the protester disagrees with the agency's judgment and notes that MES had two very relevant contract efforts versus only one for Riptide, this difference, by itself, did not obligate the agency to conclude, based on a mechanical comparison of the two offerors, that MES's past performance was superior to Riptide's.⁷ See Walsh Fed., LLC, B-410316, Oct. 20, 2014, 2014 CPD

⁷ We note that one of MES's very relevant contract efforts actually fell outside the five-year window prescribed by the RFP, and therefore should not have been assessed by the agency. See AR, Tab 6, MES Proposal, at AR-56. The protester did not rebut this assertion despite the agency raising it in its supplemental agency report. See Supplemental Agency Report at 11. Indeed, the protester conceded, in an earlier filing, that the contract was "arguably outside the RFP relevancy window of five years." Supplemental Protest at 21 n.8. While the PPET did not appear to realize this error, it nonetheless provides an additional reason why the agency was not obligated to consider MES's past performance to be superior to Riptide's.

¶ 348 at 5-6 (comparisons between offerors' past performance should not be based on a mechanical comparison of such offerors' performance scores).

The protest is denied.

Thomas H. Armstrong
General Counsel