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Decision

Matter of: Spinnaker JV, LLC

File: B-416688

Date: November 21, 2018

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Sharon H. Sachs, Esq., Department of the Navy, for the agency.
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DIGEST

Protest challenging the agency's evaluation of protester's proposal under corporate experience and past performance evaluation factors is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Spinnaker JV, LLC (Spinnaker), a small business of Orlando, Florida, protests the award of multiple contracts under request for proposals (RFP) No. N6134017R0042, issued by the Department of the Navy, Naval Air Warfare Center Training Systems Division (NAWCTSD), for a broad range of training systems products.¹ Spinnaker challenges the agency's evaluation of its proposal under the corporate experience and past performance factors.

We deny the protest.

¹ Spinnaker is a joint venture between Applied Visual Technology (d/b/a AVT Simulation), Delaware Resource Group of Oklahoma, LLC, and Yulista Tactical Services, LLC. Agency Report (AR), Tab 3, Spinnaker Proposal, Executive Summary, at 1.

BACKGROUND

The RFP was issued on August 28, 2017, seeking proposals for multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts pursuant to the procedures of Federal Acquisition Regulation part 15. The requirement is also referred to as the Training Systems Contract IV (TSC IV) solicitation. The solicitation contemplated the award of approximately 15 IDIQ contracts with a 9-year ordering period and maximum value of \$980 million.² AR, Tab 1A, RFP at 95; Combined Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 5. The TSC program objective is to establish a long-term contract vehicle to support NAWCTSD's product line, which includes the design, development, production, test and evaluation, delivery, modification, and initial support of training systems. Id. at 4. Potential delivery orders "may include new training systems, modifications and upgrades to existing training systems, complementary Instructional Systems Development (ISD), and complementary Training Systems Support." RFP at 19.

The RFP provided that awards were to be made to offerors whose proposals provided the best value to the government, which was defined by the RFP as "the most highly rated proposals in the Corporate Experience and Past Performance Factors and a Price determined to be fair and reasonable." Id. at 95. Under the RFP, the government was to make a best-value award decision using a two-step process. Id. In the first step, the government would consider the proposals submitted by small businesses and make up to ten awards. Id. For a small business to be considered for award in the first step, its corporate experience and past performance proposals must have received a rating of satisfactory confidence or higher. Id. In the second step, the government would consider all remaining offerors, without regard to size status, to make additional awards. Id. Any small business not selected for an award during the first step, would be considered during the second step.³ Id. Proposals were to be evaluated based on the following factors listed in descending order of importance: corporate experience, past performance, and price. Id. at 96.

Under the corporate experience factor, the RFP provided that offerors would be evaluated based on contracts deemed recent and relevant in the past performance evaluation. Id. Using these contract references, the agency would determine the similarity between an offeror's corporate experience and the future effort contemplated by the RFP. Id. Specifically, the RFP stated the agency would evaluate the breadth and depth of an offeror's corporate experience under the following elements: systems integration, software engineering, information operations, and sustainment/logistics planning. Id. The RFP defined "breadth" as the "degree to which the Prime or JV team

² Citations to the RFP are to the conformed copy provided by the agency at Tab 3.

³ To be considered during the second step, offerors were not required to have received a rating of satisfactory confidence or higher in corporate experience and past performance. Id.

members have performed/managed the effort(s) similar to that required by the solicitation as they relate to the element” and “depth” as the “extent to which each activity/task of the effort was performed (e.g., frequency and amount of time) to gain a certain level of proficiency.” Id. As relevant here, for both corporate experience and past performance, the agency would assign one of the following performance confidence ratings: substantial, satisfactory, neutral, limited, or no confidence. Id. at 98.

Under the past performance factor, the RFP advised offerors that the agency would evaluate an offeror’s “demonstrated past performance in delivering quality products and services similar to the solicitation requirements for delivery of new training systems and modification of existing training systems.” Id. at 96. The solicitation advised offerors that the recency and relevancy of the contract and past performance information, as well as the source of the information, context of the data, and general trends in performance would be considered in the agency’s evaluation. Id. at 97. In terms of recency, the agency’s past performance evaluation would consider relevant contracts within five years of the RFP release date. Id. at 97. In terms of relevance, past performance references would be rated as very relevant, somewhat relevant, or not relevant. Id. at 98-100.

The agency received multiple proposals prior to the October 27, 2017 closing date, including that of Spinnaker. COS/MOL at 14-15. The source selection evaluation board (SSEB) evaluated the proposals and assigned Spinnaker’s proposal a satisfactory confidence rating under the corporate experience factor and a limited confidence rating under the past performance factor. AR, Tab 13, SSEB Report, at 255, 407. The SSEB provided its consensus evaluation report to the source selection advisory committee (SSAC). AR, Tab 14, SSAC Report, at 2. The SSAC concurred with the findings of the SSEB, conducted a comparative analysis of the proposals, and made award recommendations to the Source Selection Authority (SSA). AR, Tab 14, SSAC Report. The SSA reviewed the SSAC’s evaluation findings and concurred with the results. AR, Tab 15, Source Selection Decision Memorandum, at 30. The SSA then conducted an integrated assessment of proposals and selected twenty-three offerors for award. Id. at 3-30.

On July 27, the agency notified Spinnaker that it was not selected for award, after which Spinnaker requested and received a written debriefing. COS/MOL at 16. Spinnaker filed this protest on August 15, 2018.

DISCUSSION

Spinnaker argues that the agency unreasonably evaluated its proposal under the corporate experience factor, asserting that the agency improperly determined that the proposal failed to demonstrate adequate experience in all elements of systems integration as required by the solicitation. Spinnaker also contends that the agency’s evaluation of past performance unreasonably failed to adequately consider all of the information available. While we do not specifically discuss each of the protester’s

allegations, we have considered them all and find that none provide a basis to sustain the protest.

Corporate Experience

Under the corporate experience factor, Spinnaker argues that the agency improperly determined that the proposal failed to identify sufficient corporate experience in each area of systems integration. Thus, Spinnaker contends that the agency's assignment of a "satisfactory confidence" rating instead of a "substantial confidence" rating was in error.

Spinnaker's proposal identified seven referenced contracts to be considered under the corporate experience factor. AR, Tab 3, Spinnaker Proposal, Executive Summary, at 3. Because the agency determined that two of the seven references were not relevant during the past performance evaluation, it evaluated the remaining five references. AR, Tab 13, SSEB Report, at 407-408. With respect to Spinnaker's corporate experience proposal, the agency determined that the proposal identified limited breadth and limited depth of experience for the systems integration element. Id. at 255. The RFP defined systems integration as "the process of bringing together the component subsystems into one system and ensuring that the subsystems function together as a training system/device." RFP at 85. With respect to the systems integration evaluation element, the RFP instructed offerors to demonstrate experience integrating systems or subsystems typical of a flight, maritime or ground simulator in the following seven areas: visual systems, systems models, instructor operator systems (IOS), control loading systems, tactical equipment, databases, and distributed training environments. Id.

The agency examined Spinnaker's systems integration experience in these seven specific areas and found that Spinnaker lacked any experience with respect to control loading systems, and lacked depth of experience in IOS, and tactical equipment integration. AR, Tab 13, SSEB Report, at 111, 255-258. In its protest, Spinnaker contends its proposal demonstrated that it possessed sufficient experience in each of these three areas, and therefore should have received a "substantial confidence" rating.

In reviewing protests of allegedly improper evaluations, it is not our role to reevaluate proposals; rather, we will examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. IN2 LLC, B-408099 et al., June 18, 2013, 2013 CPD ¶ 149 at 5. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. Mike Kesler Enters., B-401633, Oct. 23, 2009, 2009 CPD ¶ 205 at 2-3. A protester's disagreement with an agency's judgment is not sufficient to establish that an agency acted unreasonably. A&T Sys., Inc., B-410626, Dec. 15, 2014, 2015 CPD ¶ 9 at 3.

Based on our review of the record, we find no basis to question the agency's evaluation of Spinnaker's corporate experience. For example, with respect to control loading

systems,⁴ Spinnaker asserts that the statement of work (SOW) provided as part of its proposal related to project T3 includes control loading tasks.⁵ In support of its argument, Spinnaker refers to section 3.0 of the SOW for project T3, and claims that it included “an upgrade to the aerodynamics flight model and integration of a new automatic capability which impacted the control loading system of the trainer.” Protest at 10. The protester further identifies a portion of the SOW that states it would perform integration to achieve a fully functional system “that performs and operates in accordance with the Systems Requirement Specifications (SRS).” AR, Tab 6C, Spinnaker Corporate Experience Proposal, Project T3 SOW, at 7.

In response, the agency argues that Spinnaker’s proposal lacked evidence that it was specifically tasked to perform control loading systems integration for project T3. In this regard, the agency contends that since Spinnaker did not provide the technical specifications to substantiate its claim that its work on project T3 impacted the control loading system of the trainer, the agency reasonably declined to give Spinnaker credit for such experience.

We agree with the agency that the record shows Spinnaker failed to demonstrate its corporate experience in control loading systems integration. In this regard, a review of section 3.0 of the SOW provided by Spinnaker shows that control loading systems integration is not expressly mentioned in the SOW. Id. In addition, Spinnaker failed to provide any of the technical specifications referenced in the SOW, or other additional contract documentation to provide additional information regarding the tasks performed. Id. While the protester argues that the solicitation did not require offerors to provide technical specifications as part of their proposals, an offeror has the burden of submitting an adequately written proposal; where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. Addvetco, Inc., B-412702, B-412702.2, May 3, 2016, 2016 CPD ¶ 112 at 7-8. Here, the solicitation notified offerors that they “shall identify the relevant portions. . . of the contract reference’s [statement of objectives] SOO, [statement of work] SOW, [performance work statement] PWSs or other supporting solicitation or contract documentation.” RFP at 83. The RFP further cautioned offerors that the “proposal must be sufficient in detail and scope to enable evaluation and provide the evaluators a clear understanding of the Offeror’s expertise, experience and capability as required by the solicitation.” RFP at 74. Thus, in our view, the agency was not required to make assumptions about what specific tasks were being referenced in

⁴ According to the parties, a control loading system is a series of motors, electronics, and controls used to provide users with realistic physical interactions with a simulator. Protest at 9; COS/MOL at 24 n 10.

⁵ Project T3 is a contract reference provided by Spinnaker for work performed modifying the Aviation Combined Arms Tactical Trainer for the Department of the Army (Army). AR, Tab 4, Spinnaker Corporate Experience Proposal, at 6-7.

Spinnaker's proposal. Spinnaker's contentions to the contrary amount to no more than disagreement with the agency's evaluation judgments.⁶

Spinnaker also argues that the agency erred in its finding that Spinnaker's proposal provided limited depth of experience in integrating an IOS.⁷ For example, the protester asserts that its performance on project T1 demonstrates experience integrating an IOS. Spinnaker contends that because the project T1 effort involved integration with an instructor operated after action review (AAR) station--which essentially allows an instructor to provide a debrief after the training itself is completed--Spinnaker should have been given credit for IOS integration. AR, Tab 6A, Spinnaker Corporate Experience Proposal, Project T1 PWS, at 5.

In response, the agency contends that because an AAR station does not allow an instructor to manipulate a simulation during the training event, Spinnaker's proposal did not demonstrate system integration with IOS. In other words, integration with an AAR is qualitatively different than integration with an IOS. Spinnaker, in its comments, appears to acknowledge this distinction when it states that an IOS "allows the trainer to manipulate simulation scenarios." Protester's Comments at 10. Thus, because the AAR deals with a debrief after training is completed, rather than allowing the trainer to manipulate simulation scenarios, the protester provides no basis for our Office to question the agency's determination that integration with an AAR does not qualify as experience integrating with an IOS. As a result, we find the agency's evaluation unobjectionable.

Spinnaker further contends that the agency failed to consider frequency when evaluating the depth of its corporate experience. In this regard, Spinnaker asserts that

⁶ Spinnaker also argued that the protester provided experience in control loading in project T4. The agency provided a substantive response to this contention, which Spinnaker failed to rebut or substantively address in its comments. Where an agency provides a detailed response to a protester's argument and the protester fails to rebut or respond to the agency's argument in its comments, the protester provides our Office with no basis to conclude that the agency's position with respect to the issue in question is unreasonable. IntegriGuard, LLC d/b/a HMS Federal--Protest and Recon., B-407691.3, B-407691.4, Sept. 30, 2013, 2013 CPD ¶ 241 at 5.

⁷ Of note, the agency credited Spinnaker with corporate experience for systems integration with respect to visual systems, systems models, and databases for its work on project T1. AR, Tab 13, SSEB Report, at 256. Project T1 is a contract reference provided by Spinnaker for work performed replacing the image generator software with a gaming engine in the Army's Close Combat Tactical Trainer. AR, Tab 4, Spinnaker Corporate Experience Proposal, at 2-4. As relevant here, however, the agency did not conclude that Spinnaker's work on project T1 demonstrated corporate experience integrating with an IOS.

it has experience performing hundreds of tasks modifying and upgrading military simulators, and that the record is devoid of any evidence that the agency considered the frequency of these tasks. In response, the agency contends that while it did consider frequency in its evaluation, it did not find that Spinnaker possessed adequate experience in control loading systems integration, integrating with an IOS, and tactical equipment integration. COS/MOL at 35. That is, the agency argues that because there was limited or no experience in these areas of system integration, there was no frequency of experience to be considered with regard to those areas. Since we conclude above that the agency reasonably found Spinnaker to lack or have limited corporate experience with respect to these areas of systems integration, it follows that the agency's failure to document the lack of frequency in these same areas does not provide a basis for us to sustain the protest.⁸ To the extent the protester argues that the frequency of tasks in other areas of systems integration should compensate for its lack of frequency in these three areas, we find no basis to question the agency's evaluation.

Past Performance

Spinnaker also challenges the agency's evaluation of its past performance.⁹ In this regard, the protester argues that the agency improperly focused on negative past performance evaluation comments for project T1 and failed to consider positive past performance comments for this reference. Thus, the protester contends that if it had been evaluated properly, then it would have received a rating higher than "limited confidence." In response, the agency argues that it reasonably considered all of Spinnaker's past performance information, and that the protester's challenges amount to disagreement with the agency's judgments.

⁸ The protester argues that the contracting officer's assertion that frequency was considered in the agency's evaluation is an improper post-hoc rationalization. Such explanations 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. Management Sys. Int'l, Inc., B-409415, B-409415.2, Apr. 2, 2014, 2014 CPD ¶ 117 at 7. Here, we find the agency's explanation to be both credible, and consistent with the contemporaneous written record.

⁹ Although we do not address every allegation related to the agency's past performance evaluation, we have considered all of the protester's arguments and find that none provide a basis to sustain the protest. For example, the protester argues the agency erred by failing to consider Spinnaker's response to adverse past performance information related to project T3. The agency asserts, however, that it considered Spinnaker's response, but found that it did not negate the negative past performance assessment for project T3. Based on our review of the record, we find the agency's evaluation unobjectionable. Although Spinnaker may not agree with the agency's conclusion, its disagreement does not provide a basis to sustain the protest. As a result, this protest ground is denied.

Where, as here, a solicitation requires the evaluation of past performance, we will examine an agency's evaluation to ensure that it was reasonable and consistent with the solicitation's evaluation criteria. TriWest Healthcare Alliance Corp., B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 24. An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, as well as consideration of actions taken to resolve prior problems, is a matter of agency discretion which we will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. USIS Worldwide, Inc., B-404671, B-404671.3, Apr. 6, 2011, 2011 CPD ¶ 92 at 6.

As stated above, the agency's evaluation of past performance was to focus on an offeror's demonstrated performance in delivering products and services similar to the RFP's requirements for delivery of new training systems and modification of existing training systems. RFP at 96. As relevant here, offerors were instructed that "Contract Performance Assessment Reporting System (CPARS) and Past Performance Questionnaires (PPQs) (Attachment L-4) will be the primary customer feedback data used to evaluate the Offeror's past performance." RFP at 86.

The record demonstrates that the agency gave due consideration to both the negative and positive aspects of Spinnaker's past performance, and reasonably concluded that Spinnaker's negative past performance outweighed its positive past performance. With respect to Spinnaker's allegation that the agency failed to consider its positive performance on project T1, the record fails to support this assertion. In fact, the SSEB specifically discussed Spinnaker's positive performance on project T1 in terms of management. AR, Tab 13, SSEB Report at 413. Rather, the record demonstrates that this positive aspect of performance on project T1 was outweighed by the negative technical performance and schedule overrun on Project T1.¹⁰ Id. at 414.

Furthermore, with regard to past performance generally, the SSEB found that "in all contract references provided" Spinnaker "demonstrated some ability to meet customer/contractual technical requirements." Id. at 408. However, the SSEB also stated that "this positive performance does not mitigate concern with adverse past performance." Id. Likewise, when explaining its concurrence with the SSEB, the SSAC acknowledged that Spinnaker "did have positive performance on some contracts" but noted that "on balance there was concern that the issues of the past would likely repeat

¹⁰ In its comments on the agency report, the protester for the first time cited two new examples of information related to this past performance reference that it believes the agency failed to consider. This argument constitutes a piecemeal presentation of issues. The timeliness requirements of our Bid Protest Regulations do not contemplate the piecemeal presentation or development of protest issues. See Battelle Memorial Institute, B-278673, Feb. 27, 1998, 98-1 CPD ¶ 107 at 24 n.32; 4 C.F.R. § 21.2(a)(1). Accordingly, this portion of Spinnaker's protest allegation is dismissed.

themselves on the future DO requirements.” AR, Tab 14, SSAC Report at 11. On this record, we do not find the agency’s judgments are unreasonable.

While Spinnaker may not agree with the agency’s assessments, the protester’s objections provide no basis for us to find that the agency’s evaluation of past performance was unreasonable. Here the record clearly shows that the agency considered both the negative and positive aspects of Spinnaker’s past performance under project T1. The evaluation of past performance, by its very nature, is subjective, and the protester’s disagreement with the agency’s evaluation judgments here do not demonstrate that those judgments were unreasonable. See Glenn Def. Marine-Asia PTE, Ltd., B-402687.6, B-402687.7, Oct. 13, 2011, 2012 CPD ¶ 3 at 7.

The protest is denied.

Thomas H. Armstrong
General Counsel