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# **Decision**

Matter of: Nova Technologies

**File:** B-405982.2

**Date:** May 16, 2012

Jonathan T. Williams, Esq., Steven J. Koprince, Esq., and Kathryn V. Flood, Esq., PilieroMazza PLLC, for the protester.

John S. Pachter, Esq., Jonathan D. Shaffer, Esq., Mary Pat Buckenmeyer, Esq., and Armani Vadiee, Esq., Smith Pachter McWhorter PLC, for Spiral Solutions and Technologies, Inc., the intervenor.

Maj. Tyler D. Buckley, and Maj. Troy D. Hammon, Department of the Air Force, for the agency.

Peter D. Verchinski, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

# DIGEST

- 1. Protest challenging the agency's evaluation of the awardee's technical proposal is denied where the awardee submitted a technically acceptable proposal that was consistent with the terms of the solicitation.
- 2. Protest challenging the agency's evaluation of the awardee's proposed price and past performance is denied where the record shows that the agency's evaluations were reasonable.

# **DECISION**

Nova Technologies, of Panama City, Florida, protests the award of a contract by the Department of the Air Force to Spiral Solutions and Technologies, Inc., of Omaha, Nebraska, under request for proposals (RFP) No. FA8217-10-R-5022 for mission planning support services. Nova challenges the agency's evaluation of Spiral's technical and price proposals.

We deny the protest.

#### **BACKGROUND**

The RFP, issued on November 5, 2010, as a service-disabled veteran-owned small business set-aside, contemplated the award of an indefinite-delivery/indefinite-quantity contract on a fixed-price basis for support services for mission planning systems used in planning aircraft sorties. Air Force Legal Memorandum, Mar. 8, 2012, at 1. This procurement, known as mission planning support contract II (MPSC II), required the successful offeror to provide (among other things) the services of system support representatives (SSRs) at over 145 geographically separate locations around the world for a period of 5 years, with a maximum ordering limit of \$350 million. RFP at 1, 47. MSPC II is the successor contract to MSPC I, which was awarded to TYBRIN Corporation, and consisted of similar requirements. Under MSPC II, the Air Force contracted for personnel based on labor categories. Under MSPC II, however, the RFP was performance-based, and offerors were asked to provide their technical approach to satisfying the solicitation's requirements at a fixed price. See Contracting Officer's (CO) Supp. Statement, Apr. 3, 2012, at 11; RFP at 37-39.

The solicitation stated that proposals would be evaluated on the basis of three factors: technical acceptability, past performance, and price. RFP at 45-48. The technical acceptability factor was divided into three subfactors: program management, support of mission planning system support facility, and SSRs. The RFP advised that award would be made to the lowest-priced, technically acceptable offeror, so long as that offeror received the highest past performance rating of "substantial confidence." If the lowest-priced offeror did not receive the highest past performance rating, then the source selection authority would perform a price/past performance trade-off in order to determine which proposal represented the best value for the Air Force. RFP at 51. The RFP identified several steps in the evaluation process.

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<sup>&</sup>lt;sup>1</sup> The RFP also provided for cost reimbursement line items for travel/per diem and materials/incidentals to support the contract personnel. In addition, the RFP included a time and material line item for "surge" contract personnel. RFP at 4-5.

<sup>&</sup>lt;sup>2</sup> Offerors' past performance information was evaluated for relevancy and quality of performance, and offerors would be assigned a rating of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence. RFP at 50. Substantial confidence meant that the agency has a high expectation that the offeror will successfully perform the required effort; satisfactory confidence meant that the agency has an expectation that the offeror will successfully perform; limited confidence meant the agency has a low expectation; no confidence meant that the agency has no expectation; and unknown confidence meant that no confidence rating could be assigned. <u>Id.</u>

First, the Air Force's technical evaluation team would evaluate each offeror's technical proposal on a pass/fail basis, assigning ratings of acceptable, reasonably susceptible of being made acceptable, or unacceptable under each of the three technical acceptability subfactors. RFP at 45. In order to be rated acceptable under the program management subfactor, offerors were to provide a feasible and compliant approach to staffing, including completing a staffing chart identifying the proposed staff at each location. RFP at 46. In order to be rated acceptable under the SSR subfactor, offerors were to provide "a sound, feasible, and compliant approach to the offeror's proposed process for supporting a minimum of 145 geographically separated locations." RFP at 47. Only those proposals that were deemed technically acceptable under all three subfactors (either initially or as a result of discussions) would be considered for award. RFP at 46.

Next, the agency would rank all technically acceptable offers by price. As relevant here, offerors were required to complete various pricing worksheets, including SSR worksheets with the monthly fixed price per location to provide SSR services. The worksheets required offerors to provide prices for three operations tempos: low, medium, and high, at most locations. The RFP explained that the different tempos constituted the "average number of hours each contractor is intended to work per week," and stated that low operations tempo constituted an average of 20 hours per week, medium tempo was an average of 40 hours, and high tempo was an average of 60 hours. RFP, Performance Work Statement (PWS), at 2-3.

Next, for purposes of the award decision, the agency calculated a total evaluated price (TEP) for each offeror, consisting of the sum of two fixed price contract line items: total price of transition costs and the fixed prices provided in the pricing tables.<sup>3</sup> The RFP also stated that proposed prices would be evaluated for reasonableness and balance, and that unrealistically low prices may be grounds for elimination on the basis that the offeror does not understand the proposal or has submitted an unrealistic proposal. RFP at 47, 42.

Finally, the Air Force would evaluate past performance. Offerors were required to submit past performance information for three relevant contracts for the prime offeror, and three for each key partner or subcontractor. RFP at 48.

The agency received five proposals in response to the RFP, including Nova's and Spiral's. Spiral proposed a "team" approach whereby Spiral and TYBRIN Corporation (the incumbent contractor) would perform the contract.<sup>4</sup> The agency

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<sup>&</sup>lt;sup>3</sup> The cost reimbursement contract line items and time and material contract line items were not included in the TEP. RFP at 48.

<sup>&</sup>lt;sup>4</sup> Prior to the filing of this protest, Nova challenged Spiral's small business status at the Small Business Administration (SBA). The SBA initially found that Spiral's (continued...)

conducted its technical evaluation, concluding that two offerors were technically unacceptable, and three offerors (including Nova and Spiral) were acceptable.

The agency then evaluated the remaining three firms' prices. The agency determined that Spiral's TEP was \$293,677,973, while Nova's TEP was \$393,494,290.<sup>5</sup> The agency recognized that there was "a large disparity" between Spiral's price and Nova's, and analyzed each firms' prices to identify whether Spiral's price was unrealistically low or whether Nova's price was unreasonably high. CO's Statement at 9. As discussed below, the agency noted that the price difference was largely due to the number of FTEs proposed by each offeror. Agency Report (AR), Tab 16, Initial Evaluation Briefing, at 50. The agency concluded that each offeror's proposed pricing was realistic and reasonable given the differing technical approaches, and that neither proposal represented a failure to comprehend the complexity and risks of the program. CO's Statement at 10.

Finally, the agency evaluated each offeror's past performance. The agency found that Spiral and Nova each merited "substantial confidence" ratings. The agency did not conduct discussions, and the agency's final evaluation ratings were as follows:

		Nova	Spiral
Technical/Management			
	Program management	Acceptable	Acceptable
	Support of Mission Planning		
	System Support Facility	Acceptable	Acceptable
	SSRs	Acceptable	Acceptable
		Substantial	Substantial
Past and present performance		Confidence	Confidence
Price		\$393,494,290	\$293,677,973

AR, Tab 26, Proposal Analysis Report (PAR), at 39, 43, 46, 50.

teaming arrangement with TYBRIN rendered Spiral not a small business for this procurement because the firm had violated the "ostensible subcontractor" rule (see 13 C.F.R. § 121.103(h)(4)). The SBA's Office of Hearings and Appeals (OHA) subsequently overturned the initial finding, and Spiral is now considered a small business for this procurement. <u>See</u> AR, Tab 36, OHA Decision.

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<sup>(...</sup>continued)

<sup>&</sup>lt;sup>5</sup> The agency concluded that the third technically-acceptable offeror did not provide a complete pricing proposal, and was therefore not considered for award. AR, Tab 26, PAR, at 28.

The source selection authority found that Spiral was the lowest-priced, technically acceptable offeror, with a substantial confidence rating. Consistent with the RFP, the SSA concluded that Spiral represented the best value to the government. The agency made award to Spiral, and this protest followed.<sup>6</sup>

# DISCUSSION

Nova's protest challenges various aspects of the Air Force's evaluation of Spiral's proposal. Nova primarily asserts that the agency improperly found Spiral's proposal to be technically acceptable, conducted a flawed price realism analysis of Spiral's price proposal, and failed to properly evaluate Spiral's past performance. Although we do not specifically address all of Nova's arguments, we have fully considered all of them and find that they provide no basis to sustain the protest. We discuss Nova's principal arguments below.

# **Technical Acceptability**

Nova argues that Spiral's proposal should have been found technically unacceptable, and therefore ineligible for award. Specifically, the protester contends that the awardee's proposed technical approach did not comply with what the protester contends were mandatory minimum staffing requirements. For the reasons discussed below, we find no merit to this argument.

As discussed above, the RFP required offerors to proposedfixed prices to provide SSR services at what the PWS defined as low, medium, or high operations tempos. RFP at 47. The PWS stated that the operations tempos presented the "average number of hours each contractor is intended to work per week." RFP, Performance Work Statement (PWS), at 3.

Spiral proposed a technical approach that included improving the efficiency of the SSR program by introducing new [DELETED] positions, which would [DELETED]. AR, Tab 13, Spiral Executive Summary, at 2-3. The [DELETED] positions were specifically designed to [DELETED] for field SSRs. AR, Tab 13, Spiral Technical Proposal, at 20. Spiral explained that, unlike MSPC I which currently only has 4 roving SSRs (for 226 SSRs), Spiral's approach to MSPC II would involve fielding

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<sup>&</sup>lt;sup>6</sup> The agency originally awarded the contract to Spiral in September 2011. After receiving a debriefing, Nova filed a protest (B-405982) with our Office. In response to the protest, the Air Force announced it would re-evaluate the technically acceptable offerors' past performance and price. Agency Legal Memorandum, Mar. 8, 2012, at 2. Our Office then dismissed Nova's protest as academic. Nova's protest here was filed after the Air Force announced that the agency's re-evaluation resulted in award to Spiral.

[DELETED] for every [DELETED] SSRs, and placing [DELETED] at geographically dispersed locations. <u>Id.</u> at 47; AR, Tab 26, PAR, at 54.

Spiral's technical approach also proposed to reduce overall SSR staffing, which would be accomplished in part by "cross-training" the SSRs to allow them to expand their capabilities. In this regard, Spiral explained that, based on nearly 10 years experience supporting MSPC I, "Team Spiral" had analyzed every geographic location requiring support and had determined where inefficiencies exist such that staffing could be lowered without increasing the risk to the government. AR, Tab 13, Spiral Technical Proposal, at 26, 29-42. Spiral's proposal included a narrative description of the current staffing at each geographic location, and an explanation for why the firm believed staffing could be lowered at certain locations. Spiral's primary method to reduce staffing was to share SSRs among different customers (such as [DELETED]) at the same geographic location. As an example, at Kirtland Air Force Base, New Mexico, rather than proposing 1 full time equivalent (FTE) to support the Air Combat Command (ACC) and 1 FTE to support the Air National Guard (ANG), Spiral proposed [DELETED] FTEs to support the ACC (at medium operations tempo) and [DELETED] FTEs to support the ANG.7 Id. at 39. In addition to the "sharing" of FTEs, Spiral also proposed to manage the workload by using [DELETED] to augment SSRs in times of increased operations tempos. Id. at 29-47.

In finding that Spiral's proposal was technically acceptable, the Air Force noted that Spiral proposed to perform the contract with fewer FTEs than the current contract (approximately [DELETED] compared to 293.5). The agency's technical team "reviewed the approach for each location, and based upon the team's knowledge of the effort, determined any efficiencies proposed were sound and feasible." AR, Tab 26, PAR, at 47. The agency further noted that Spiral had proposed [DELETED] to cover locations as needed, and that Spiral had proposed its teaming arrangement at certain locations to share resources. Id.

Nova argues that Spiral's proposal should have been found technically unacceptable because the awardee did not propose staffing that would meet the low, medium, and high operations tempos for each individual employee at every location identified in the RFP. Nova notes that Spiral's technical proposal stated that "Full Time Equivalent (FTE) refers to 40 hour/week of contractor support--not necessarily a fulltime body." AR, Tab 13, Spiral Technical Proposal, at 20.

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<sup>&</sup>lt;sup>7</sup> The staffing tables for all ANG locations did not require offerors to provide low, medium, and high tempos. Rather, each ANG location contained only 1 tempo: low or medium.

Nova contends that this approach violated the requirements of the RFP, which stated that each operations tempo is the "average number of hours each contractor is intended to work per week," and that an operations tempo consists of an "average" of 20, 40, or 60 "hours per work week . . . for each contractor assigned to [a] location." RFP, PWS, at 2, 3. The protester contends that because the RFP defined an operations tempo for "each contractor," offerors were required to propose "a particular employee" to perform 20, 40, or 60 hours of work per week. Protester's Comments, Mar. 23, 2012, at 8. The protester argues that the awardee's proposed approach of relying on FTEs, rather than specific individual employees, to perform the work at each location at a particular operations tempo, was technically unacceptable.

In response, the agency argues that the RFP did not require offerors to propose specific individuals to perform a specific number of hours. Rather, the RFP only required that offerors propose staffing to meet the requirements for each location at each of the three possible tempos.

Where a dispute exists as to the meaning of solicitation language, we will resolve the matter by reading the provision in the context of the entire solicitation. Lithos Restoration, Ltd., B-247003.2, Apr. 22, 1992, 92-1 CPD ¶ 379 at 4. Further, we will not read solicitation provisions in a manner that restricts competition, unless it is clear from the solicitation that such a restrictive interpretation was intended. MAR Inc., B-242465, May 6, 1991, 91-1 CPD ¶ 437 at 4. Finally, in reviewing a protest against an agency's evaluation of proposals, our Office will not substitute our (or the protester's) judgment for that of the agency but, rather, we will examine the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. See Shumaker Trucking & Excavating Contractors, Inc., B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. In this regard, the evaluation of an offeror's proposal is a matter within the agency's discretion, U.S. Textiles, Inc., B-289685.3, Dec. 19, 2002, 2002 CPD ¶ 218 at 2, and a protester's mere disagreement with the agency's judgment does not establish that the evaluation was unreasonable. C. Lawrence Constr. Co., Inc., B-287066, Mar. 30, 2001, 2001 CPD ¶ 70 at 4.

We agree with the Air Force that the RFP did not require offerors to propose a staffing plan that committed to provide specific employees who would perform at the 20, 40, or 60-hour tempos for each location. This is because the RFP did not define these operations tempos as minimums or otherwise indicate that an offeror was specifically required to propose individuals that would provide these hours. Indeed, the RFP explained that these operations tempos were merely averages, and that the hours provided were "not intended to define the total number of hours required to support mission planning systems at a particular location." RFP, PWS, at 2. Rather, the RFP only required an offeror to propose staffing that it believed was sufficient to

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perform the services being procured here.<sup>8</sup> RFP at 37, 47. As with all fixed-price contracts, the contractor is responsible for performing the requirements, regardless of the offeror's proposed cost. <u>Exegistics, Inc.</u>, B-401690, Nov. 5, 2009, 2009 CPD ¶ 222 at 4.

The Air Force contends that, consistent with the RFP, Spiral's proposal reasonably explained how the firm would meet the operations tempo, that is the level of work required, at each location. In this regard, Spiral proposed to meet the operations tempo through one of three ways: (1) providing a sufficient number of SSRs to meet the average hours identified in the PWS, (2) providing for shared SSRs at locations with multiple customers such that the tempo could be met, or (3) providing auxiliary support [DELETED] such that the operations tempo could be met. AR, Tab 13, Spiral Technical Proposal, at 29. As explained above, the agency concluded that Spiral's approach was technically acceptable. AR, Tab 26, PAR, at 49.

Nova also argues that, even if Spiral's approach of sharing SSRs was acceptable under the RFP, the awardee has still failed to propose sufficient hours at certain locations to meet the various operations tempo. For example, Nova asserts that sharing the SSRs at Kirtland AFB yields only a total of [DELETED] hours per week at the high tempo (rather than the required 60) because Spiral proposed [DELETED] hours for the SSR to support the single-tempo ANG requirements, and [DELETED] hours ([DELETED] FTE) to support the high-tempo SSR requirements for the ACC. This analysis however, does not include additional hours that could be provided by [DELETED], which Spiral clearly explains will be available in the event additional hours are needed to provide the required services. <u>Id.</u> at 29, 31-47. Given this, we see nothing improper about the agency's conclusion that Spiral has proposed a technical approach sufficient to meet the operations tempos.

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<sup>&</sup>lt;sup>8</sup> Nova argues that, even if the solicitation did not require offerors to propose to provide specific employees to meet the low, medium, and high operations tempos, the protester based its proposal on a reasonable understanding of the solicitation's terms, <u>i.e.</u>, that offerors could not propose in the manner followed by Spiral. Thus, the protester contends, the solicitation contained a latent ambiguity. We disagree. For an ambiguity to exist in a solicitation, there must be more than one reasonable interpretation. <u>LS3 Inc.</u>, B-401948.11, July 21, 2010, 2010 CPD ¶ 168 at 2-3. As shown above, Nova's interpretation of the solicitation as setting the operations tempos as mandatory minimums, and as requiring offerors to propose specific individuals to perform 20, 40, or 60 hours is unreasonable; consequently, there is no basis to find that the RFP contained any ambiguity, latent or patent.

#### Price Evaluation

Next, Nova asserts that the Air Force unreasonably evaluated the realism of Spiral's proposed price. We find no merit to this argument.<sup>9</sup>

Where, as here, a solicitation provides for the award of a fixed-price contract, or a fixed-price portion of a contract, an agency may provide for the use of a price realism analysis for the limited purpose of measuring a vendor's understanding of the requirements or to assess the risk inherent in a vendor's quotation. Federal Acquisition Regulation (FAR) § 15.404-1(d)(3); see Ball Aerospace & Tech. Corp., B-402148, Jan. 25, 2010, 2010 CPD ¶ 37 at 8. The nature and extent of an agency's price realism analysis are matters within the agency's discretion. Star Mountain, Inc., B-285883, Oct. 25, 2000, 2000 CPD ¶ 189 at 6. Our review of a price realism analysis is limited to determining whether it was reasonable and consistent with the terms of the solicitation. Smiths Detection, Inc.; Am. Sci. & Eng'g, Inc., B-402168.4 et al., Feb. 9, 2011, 2011 CPD ¶ 39 at 17.

We find no basis to question the agency's analysis here. As noted above, the RFP informed offerors that the agency could reject proposals that offered unrealistically low prices. RFP at 45. The record shows that the Air Force recognized the difference between Spiral's TEP and the other higher priced proposals (including Nova's TEP and the current prices), and evaluated the reasons for those differences. For example, the Air Force found that roughly 80 million of the 100 million dollar difference in price was due to Spiral offering fewer FTEs than Nova, and that the difference in staffing level was due to differing technical approaches. AR, Tab 26, PAR, at 54. The agency found that Spiral's approach of combining services at bases was reasonable, and that Spiral's overall staffing approach--which

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<sup>&</sup>lt;sup>9</sup> Nova additionally asserts that it was unreasonable for the price realism evaluation to rely on comparisons among the offerors' proposed prices, <u>e.g.</u>, a comparison of Spiral's TEP to the average TEP of all offerors, to the average TEP of the technically acceptable offerors, to the government estimate, and to the contract ceiling. Protest at 7-14. As our Office has held, a price realism analysis consists of an individualized approach to analyzing each proposal, including a review of each offeror's cost elements and technical proposal. <u>Health Net Fed. Servs., LLC</u>, B-401652.3, B-401652.5, Nov. 4, 2009, 2009 CPD ¶ 220 at 20; <u>see</u> FAR § 15.404-1(d) (consideration of "unique methods of performance and materials described in the offeror's technical proposal"). To the extent that the protester argues that the agency's price realism evaluation relied in part on certain comparisons that considered price only, without regard to technical approach, this provides no basis to sustain the protest because, as discussed above, the price realism evaluation also considered whether Spiral's proposed costs were realistic for its proposed technical approach.

resulted in only a 13.7 percent reduction from current staffing levels--was "sound, feasible, and compliant." <u>Id.</u> at 47. Because the record shows that the Air Force was aware of the price difference, concluded that Spiral's price was based on its technical approach to the requirements, and found the awardee's technical approach to be acceptable, we find nothing improper with the agency's price realism analysis.

## Past Performance

Finally, Nova challenges Spiral's "substantial confidence" past performance rating on the basis that Spiral's lack of relevant past performance under the SSR technical subfactor should have resulted in a lower rating. Nova also argues that Spiral's "substantial confidence" rating is inconsistent with another offeror's "satisfactory confidence" past performance rating, which Nova maintains was assigned due to that offeror's failure to demonstrate relevant past performance under the SSR technical subfactor.

The evaluation of an offeror's past performance is a matter of agency discretion, which we will not find improper unless unreasonable or inconsistent with the solicitation's evaluation criteria, National Beef Packing Co., B-296534, Sept. 1, 2005, 2005 CPD ¶ 168 at 4; Command Enters., Inc., B-293754, June 7, 2004, 2004 CPD ¶ 166 at 4, nor will we substitute our judgment for reasonably based evaluation ratings. MFM Lamey Group, LLC, B-402377, Mar. 25, 2010, 2010 CPD ¶ 81 at 10. An offeror's mere disagreement with an agency's evaluation judgments does not demonstrate that those judgments are unreasonable. FN Mfg., LLC, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7.

The Air Force evaluated the past performance evaluation of both Spiral and its "key subcontractor," TYBRIN.<sup>10</sup> AR, Tab 26, PAR, at 51. The agency concluded that Spiral had demonstrated exceptional quality on several relevant contracts for the program management and support of mission planning system support facility evaluation subfactors.<sup>11</sup> Id. at 52. Spiral also had exceptional quality on somewhat

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<sup>&</sup>lt;sup>10</sup> As discussed above, the RFP required offerors to submit past performance information concerning the prime contractor and each "key partner and/or each subcontractor." RFP at 40. Spiral proposed to perform [DELETED] percent of the work, while its subcontractor TYBRIN proposed to perform [DELETED] percent. CO's Statement at 28.

The RFP provided that, for each past performance contract, the relevancy of the work performed will be assessed for each technical subfactor and price. RFP at 49. The agency would assign a relevancy rating of highly relevant, relevant, somewhat relevant, or not relevant, based on whether the performance involved "essentially the same effort and complexities," involved "similar effort and complexities, involved "somewhat similar effort and complexities," or "did not involve any of the effort and (continued...)

relevant contracts for the SSR evaluation subfactor. The agency further noted that TYBRIN had exceptional quality on highly relevant contracts applicable to all three subfactors. <u>Id.</u> On this basis, the agency concluded that "an integrated assessment" for Spiral and its subcontractor resulted in substantial confidence in Spiral's ability to perform the contract. <u>Id.</u>

With regard to the SSR evaluation subfactor rating, the record shows that the protester merely disagrees with the agency's judgment. As stated above, the agency found that Spiral had demonstrated "somewhat relevant" past performance on two contracts under the SSR subfactor, one of which was "highly relevant", and the other of which was only "somewhat relevant." AR, Tab 26, PAR, at 52. For each of these contracts, Spiral had an exceptional quality rating. The agency also found that Spiral's subcontractor TYBRIN had demonstrated "highly relevant" past performance on two contracts, and "relevant" performance on a third contract; for each of these contracts, TYBRIN had an exceptional quality rating. Id. The agency made the following findings--which the protester does not dispute--regarding Spiral's past performance: (1) the awardee had some relevant past performance under the SSR subfactor; (2) the awardee had relevant past performance under each of the other two subfactors; (3) the awardee received exceptional quality ratings for each past performance reference under all three subfactors; and (4) the awardee's proposed subcontractor had highly relevant past performance with exceptional quality ratings for each reference under all three subfactors. On this record, we find nothing unreasonable with the agency's determination that Spiral should receive an overall substantial confidence rating.

With regard to the protester's contention that the agency inconsistently evaluated Spiral's past performance and another offeror's past performance under the SSR subfactor, the record does not demonstrate that Spiral's past performance was similar to the third offeror's past performance in a manner that shows that the agency's evaluation of the awardee was unreasonable. In this regard, as discussed above, Spiral and its subcontractor TYBRIN were found to have provided past performance information on six contracts: one not relevant, two somewhat relevant, one relevant, and two highly relevant, each of which received exceptional quality ratings. AR, Tab 26, PAR, at 30, 52. In contrast, the other offeror identified by the protester was found to have identified three not relevant, two relevant, and four highly relevant contracts, with only one contract receiving an exceptional quality

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complexities" (respectively) as this solicitation requires. <u>Id.</u> More relevant performance would then have "a greater impact" on the performance confidence assessment than less relevant effort. <u>Id.</u> at 50. The agency did not separately rate the three individual past performance subfactors; instead, the agency assigned an overall rating for each offeror's past performance.

rating. <u>Id.</u> at 30. On this record, we find no basis to conclude that the agency's evaluation was unreasonable. 12

The protest is denied. 13

Lynn H. Gibson General Counsel

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<sup>&</sup>lt;sup>12</sup> To the extent that the protester contends that the third offeror was treated unequally, Nova is not an interested party to challenge this evaluation. 4 C.F.R. § 21.0(a) (2012); <u>Joint Venture Penauillie Italia S.p.A.; Cofathec S.p.A.; SEB.CO S.a.s.</u>; CO.PEL.S.a.s.; B-298865, B-298865.2, Jan. 3, 2007, 2007 CPD ¶ 7 at n.2.

Nova also argues that the Air Force failed to evaluate the risk associated with various aspects of Spiral's technical approach and price, and that the "record should contain reasonably detailed analysis from the Air Force as to why it determined that Spiral can perform . . . with far fewer FTE[s] and at a dramatically lower price, without risk." Protester's Comments, Mar. 23, 2012, at 7. For example, Nova asserts that the Air Force failed to "fully examine" whether Spiral's approach to sharing SSRs at certain locations would result in successful performance, and that the Air Force "turned a blind eye to the potential and obvious hazards" in Spiral's technical approach. Id. at 14. As explained above, the Air Force reasonably evaluated Spiral's technical approach for technical acceptability, and conducted a reasonable price realism analysis. Moreover, the RFP did not require that the agency conduct an extensive risk analysis, as posited by the protester.