



G A O

Accountability * Integrity * Reliability

**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Noble Supply & Logistics

File: B-411229.3; B-411229.4; B-411229.5

Date: June 24, 2015

Michael A. Hordell, Esq., Kristopher Berr, Esq., and Andrew J. Victor, Pepper Hamilton LLP, for the protester.

William E. Hughes III, Esq., Whyte Hirschboeck Dudek SC, for SupplyCore, Inc.; and William L. Walsh, Jr., Esq., Christina K. Scopin, Esq., and Nathaniel S. Canfield, Esq., Venable, LLP, for Science Applications International Corporation, the intervenors.

Nicole M. Franchetti, Esq., Defense Logistics Agency, for the agency.

Stephanie B. Magnell, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest is denied where the solicitation contained no latent ambiguity regarding past performance, the agency's past performance evaluation was reasonable, and the agency's best value tradeoff decision was also reasonable and consistent with the solicitation.

DECISION

Noble Supply & Logistics, of Rockland, Massachusetts, protests the award by the Defense Logistics Agency (DLA) of two supply services contracts in the agency's southwest region, geographical areas zone 1 and zone 2, under request for proposals No. SPM8E3-14-R-0004 (RFP). The agency awarded the zone 1 contract to SupplyCore, Inc., of Rockford, Illinois, and the zone 2 contract to Science Applications International Corporation (SAIC), of McLean, Virginia. Noble protests both awards on the same grounds.¹

¹ Noble filed a single protest in which it challenged both the zone 1 and zone 2 awards. Noble's protests of the awards to SupplyCore (zone 1, docketed as B-411229.3) and SAIC (zone 2, docketed as B-411229.4) were not consolidated until after completion of briefing by the parties. Where the agency reports are identical in content and tab number, our citation does not distinguish between the

(continued...)

Noble contends that the solicitation contained a latent ambiguity regarding the evaluation of past performance, that the agency's evaluation of relevance gave undue emphasis to the annual revenue of Noble's contract references, and finally, that the agency's best value tradeoff decision was flawed because it rests on an erroneous past performance evaluation. Protest at 13-15, 17-20.

We deny the protests.

BACKGROUND

On October 10, 2013, DLA issued the RFP, which anticipated the award of two 5-year, indefinite-delivery/indefinite-quantity (ID/IQ) contracts for maintenance, repair, and operations (MRO) supply items and related services, to be performed in DLA's southwest region. The contracts will provide for the issuance of fixed-price orders. The two contracts cover different geographic areas within DLA's southwest region, which have been termed zone 1 and zone 2. RFP at 7. The solicitation permitted offerors to submit proposals for one or both zones, although the offerors were precluded from receiving the contracts for both zones, in order to ensure the presence of multiple MRO supply sources within DLA's southwest region. Id. at 8.

Eight offerors submitted proposals for each of the zone 1 and zone 2 contracts by the closing date of December 19, 2013. Agency Report (AR), Tab 6, Amend. 0005; Tab 9, Source Selection Decision Document (SSDD) (Feb. 5, 2015), at 1. Five offerors, including Noble, SupplyCore, and SAIC, were included in the competitive range for each zone. Id.

The RFP explained that the non-price evaluation included two factors: (1) a past performance-confidence assessment and (2) a technical evaluation. RFP at 71. The past performance-confidence assessment was more important than the technical evaluation. Id. The solicitation stated that, for purposes of award, the non-price evaluation factors were significantly more important than price, but that as offerors' non-price ratings became more equal, price increased in importance. Id.

For the past performance evaluation, the solicitation directed offerors to submit three MRO contract references and three supply contract references, with overlap permitted, for a total of up to six contracts. RFP at 60. Under the title "Source Evaluation and Selection Procedures," the RFP instructed offerors as follows:

(...continued)

two protests. Otherwise, citations to the protests challenging the zone 1 and zone 2 awards are to filings made in B-411229.3 and B-411229.4, respectively.

FACTOR I - PAST PERFORMANCE

(1) Provide a list of your top three (3) **highest dollar value contracts** performed at some point within the past five years **for Maintenance, Repair, and Operations (MRO) type items** as described in the SOW.

* * * * *

(2) In addition to the contracts in (1) above, provide a list of your top three (3) **highest dollar value supply contracts** at some point within the past five years with Federal, state or local government agencies, and/or with commercial customers, unless already listed above.

* * * * *

(4) For each contract listed above under (1) and (2), the offeror will provide the following:

* * * * *

(c) **Actual annual dollar value sales of the contract for each year the contract was serviced** or, if instant procurement/one-time buy, actual dollar value sales. **Estimates or contract maximums are not acceptable**, as your past performance contracts must be completely fulfilled or, for long-term contracts, serviced at least one full year.

* * * * *

RFP at 60-61 (emphasis added). See also AR, Tab 7, RFP Amend. 0007, at 3.

Offerors were informed that as part of the past performance evaluation, the agency would assess both the relevance and quality of an offeror's prior performance. RFP at 71. The RFP stated that agency's relevance evaluation "includes, but is not limited to: similarity, recency, length, volume, delivery points, and dollar value." Id. at 72.

As part of the relevance assessment under the past performance factor, the source selection plan (SSP) identified possible ratings of very relevant, relevant, somewhat relevant, and not relevant. These ratings rested on the agency's seven evaluation criteria, which, as discussed below, encompass the RFP's relevance criteria. AR, Tab 13, SSP (Jan. 30, 2014), at 10-11. The SSP defined the two ratings at issue in this protest--very relevant and relevant--as follows:

Rating	Definition
Very Relevant	<p>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. To receive this rating, the contract submitted meets most or all of the following characteristics:</p> <ul style="list-style-type: none"> [1] an Indefinite Delivery/Indefinite Quantity contract or similar commercial arrangement; [2] the contractor manages numerous delivery orders that [are] the same or very similar to this acquisition (36,691 for Zone 1, 13,202 for Zone 2); [3] the contractor ships to numerous delivery locations that are the same or similar to this acquisition (26 for Zone 1, 78 for Zone 2); [4] contract is for MRO items; [5] contract performance has occurred within the last 3 years; [6] the total contract length is 5 years or greater; and [7] the annual dollar value [annual revenue] is the same or very similar to the annual estimated dollar value (\$36 million for Zone 1, \$33 million for Zone 2) for this acquisition.
Relevant	<p>Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. To receive this rating, the contract submitted meets most or all of the following characteristics:</p> <ul style="list-style-type: none"> [1] an Indefinite Delivery/Indefinite Quantity contract or similar commercial arrangement; [2] the contractor manages several delivery orders that are somewhat less than this acquisition (36,691 for Zone 1, 13,202 for Zone 2); [3] the contractor ships to several delivery locations that are somewhat less than this acquisition (26 for Zone 1, 78 for Zone 2); [4] contract performance has occurred within the last 3 years; [5] contract is for MRO items; [6] the total contract length is 3 years or greater; and [7] the annual dollar value [annual revenue] is somewhat less than the annual estimated dollar value (\$36 million for Zone 1, \$33 million for Zone 2) for this acquisition.

AR, Tab 13, SSP, at 10-11 (emphasis added).

Noble submitted five contract references for consideration in its zone 1 and zone 2 proposals, which contained the following information regarding annual revenue:

Name of Government Contracting Activity	Contract Number	Annual Revenue
General Services Administration	GS-06F-0032K	\$35M
USPS MRO Supplies	2C-10-A-0020	\$8M
Hawaii Industrial Supply Store	N00604-12-A-3006	\$8M
Joint Base Charleston COCESS	FA4418-12-D-0008	\$7M
Beale AFB CONCESS	FA4686-13-D-0001	\$7M

AR, Zone 1, Tab 10, Non-Price Proposal, at 5, 8, 11, 13, 15-16; AR, Zone 2, Tab 10, Non-Price Proposal, at 5, 8, 11, 13, 15-16.

Noble’s proposal explained that its “three largest supply contracts provide MRO products and services,” and that it did “not have supply contracts for non-MRO products [] among our three top highest value contracts.” AR, Zone 1, Tab 10, Non-Price Proposal, at 18; AR, Zone 2, Tab 10, Non-Price Proposal, at 18.

During discussions, DLA asked Noble whether the “actual annual dollar amounts” in its contract references represented average annual revenue. AR, Tab 11, Discussion Questions (Nov. 25, 2014), at 1. Noble confirmed that they did. AR, Tab 12, Discussion Response (Dec. 3, 2014), at 1.

On January 15, 2015, the Source Selection Evaluation Board (SSEB) completed its non-price evaluation. The SSEB evaluated only three of Noble’s five contract references because Noble’s three highest annual revenue contracts were all MRO contracts. AR, Zone 1, Tab 14, SSEB Report (Jan. 15, 2015), at 33; AR, Zone 2, Tab 14, SSEB Report (Jan. 15, 2015) at 33. The SSEB assigned Noble’s contract references the following relevance ratings in the zone 1 and zone 2 past performance evaluations:

Contracting Activity	Contract Number	Annual Revenue	Zone 1 Relevance Rating	Zone 2 Relevance Rating
General Services Administration	GS-06F-0032K	\$35M	Very Relevant	Very Relevant
USPS	2C-10-A-0020	\$8M	Relevant	Relevant
Hawaii Industrial Supply Store	N00604-12-A-3006	\$8M	Relevant	Relevant

AR, Zone 1, Tab 14, SSEB Report, at 33-34; AR, Zone 2, Tab 14, SSEB Report, at 32-34.

The agency rated contract GS-06F-0032K as very relevant because it “included all 7 of the 7 characteristics associated with a past performance effort involving ESSENTIALLY THE SAME scope and magnitude of the effort and complexities the solicitation required.” AR, Zone 1, Tab 14, SSEB Report, at 33 (emphasis in original); AR, Zone 2, Tab 14, SSEB Report, at 33 (emphasis in original).

The agency rated contract 2C-10-A-0020 as relevant, noting that it “included 6 of the 7 [SSP] characteristics associated with a past performance effort involving ESSENTIALLY THE SAME scope and magnitude of the effort and complexities the solicitation required.” AR, Zone 1, Tab 14, SSEB Report, at 34 (emphasis in original); AR, Zone 2, Tab 14, SSEB Report, at 33 (emphasis in original). However, the contract was rated relevant, as opposed to very relevant, because the “contract’s dollar value was significantly less than the dollar value of this solicitation.” Id. Specifically, the agency explained that the contract’s “average actual annual dollar value of \$8 million has little or none of the scope of this acquisition when compared to the estimated \$36 million annual dollar value for this acquisition.” Id.

The agency rated contract N00604-12-A-3006 as relevant because it included only “5 of the 7 characteristics associated with a past performance effort involving ESSENTIALLY THE SAME scope and magnitude of the effort and complexities the solicitation required.” AR, Zone 1, Tab 14, SSEB Report, Zone 1, at 34 (emphasis in original); AR, Zone 2, Tab 14, SSEB Report, Zone 1, at 34 (emphasis in original). The agency substantiated its rating on the basis that the “average actual annual number of delivery orders managed was 12,000 which is considerably less than the estimated 36,691 annual delivery orders for this acquisition” and because the “contract’s average actual annual dollar value of \$8 million has little or none of the scope of this acquisition when compared to the estimated \$36 million annual dollar value for this acquisition.” Id.

On February 5, the Source Selection Authority (SSA) completed his decision, concurring with the SSEB’s relevancy assessments and ratings for the past performance factor. AR, Tab 9, Source Selection Decision Document (Feb. 5, 2015), at 10-17. The offerors’ ratings, by zone, were as follows:

ZONE 1	Factor I - Past Performance-Confidence	Factor II - Technical	Total Evaluated Price
[DELETED]	Satisfactory Confidence	Good	\$18,243,052.85
[DELETED]	Satisfactory Confidence	Good	\$22,322,792.46
Noble Supply & Logistics	Satisfactory Confidence	Outstanding	\$18,318,570.62
[DELETED]	Substantial Confidence	Outstanding	\$18,993,979.24
SupplyCore	Substantial Confidence	Outstanding	\$18,809,681.88

AR, Zone 1, Tab 10, SSDD, at 18, 24, 33.

ZONE 2	Factor I - Past Performance-Confidence	Factor II - Technical	Total Evaluated Price
[DELETED]	Satisfactory Confidence	Good	\$20,089,209.36
[DELETED]	Satisfactory Confidence	Good	\$24,094,181.23
Noble Supply & Logistics	Satisfactory Confidence	Outstanding	\$20,914,967.11
SAIC	Substantial Confidence	Outstanding	\$21,068,623.37
[DELETED]	Substantial Confidence	Outstanding	\$20,449,168.16

AR, Zone 2, Tab 9, at 18, 24, 33.

The SSA directed award of the zone 1 contract to SupplyCore and award of the zone 2 contract to SAIC. Id. at 49-50. The contracts were awarded on February 19. AR at 9. On March 9, the Agency provided Noble with written post-award debriefings in accordance with Federal Acquisition Regulation (FAR) § 15.506(e). AR, Zone 1, Tab 15, Debriefing (Mar. 9, 2015); AR, Zone 2, Tab 15, Debriefing (Mar. 9, 2015). This protest followed on March 16.²

² On April 14, the agency filed its report, and on April 17, Noble filed a supplemental protest, which was docketed as B-411229.5. After the agency filed its supplemental report, the protester withdrew its supplemental protest. Protester's Comments, Supp. Protest, Zone 2 (May 11, 2015), at 2.

DISCUSSION

Noble maintains that the solicitation contained a latent ambiguity as to whether the “highest dollar value” contract references requested in the RFP were those with the highest “total dollar value,” e.g., awarded value, or the highest annual revenue. Protest at 13-16. The protester next asserts that annual revenue was an undisclosed significant subfactor that was given excessive weight in the evaluation, when instead, the agency was obliged to weight it equally with other evaluation criteria. Protest at 17-20. Finally, Noble contends that the best value tradeoff analysis was unreasonable because it rests on the flawed past performance evaluation. Protest at 20. For the reasons below, we deny the protests.³

Latent Ambiguity

Noble asserts that the solicitation contained a latent ambiguity under the past performance evaluation criteria regarding whether the request for offerors’ “highest dollar value” contract references meant those contracts with highest awarded value or highest annual revenue. Protest at 13-17. The protester claims that it first learned in the debriefing that the agency intended to evaluate annual revenue--and not awarded value--in determining the relevance of contracts. Id. at 14-15. Noble alleges that as a result of this ambiguity, it was misled into listing a USPS contract (which had \$8 million in annual revenue), when it would have otherwise submitted a different contract with higher annual revenue. Id. at 16.

An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. Colt Def., LLC, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle. Id. Where a patent ambiguity is not challenged prior to the submission of proposals, we will dismiss as untimely any subsequent challenge to the meaning of the term. 4 C.F.R. § 21.2(a)(1); U.S. Facilities, Inc., B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 10. The exception to this timeliness requirement is a latent ambiguity, which may be challenged after award. Vitro Servs. Corp., B-233040, Feb. 9, 1989, 89-1 CPD ¶ 136 at 3 n.1 (protest filed within 10 days of the date the protester learned of an agency’s interpretation of a latent solicitation ambiguity is timely).

Where there is a latent ambiguity, both parties’ interpretation of the provision may be reasonable. Colt Def., LLC, supra. See also SunGard Data Sys. Inc., Oct. 10, 2014, 2014 CPD ¶ 304 at 4. Where a protester and agency disagree over the

³ Additionally, although we do not address every argument raised by the protester, we have reviewed each issue and find that none provides a basis to sustain the protests.

meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. See Open Sys. Sci. of Virginia, Inc., B-410572, B-410572.2, Jan. 14, 2015, 2015 CPD ¶ 37 at 5; Raytheon Co., B-404998, July 25, 2011, 2011 CPD ¶ 232 at 17; Alluviam LLC, B-297280, Dec. 15, 2005, 2005 CPD ¶ 223 at 2. We will not sustain a post-award protest against an ambiguous solicitation provision where there is no evidence that any vendor was prejudiced by the ambiguity. See Plum Run, B-256869, July 21, 1994, 94-2 CPD ¶ 38 at 6-7; Rexon Tech. Corp.; Bulova Techs., Inc., B-243446.2, B-243446.3, Sept. 20, 1991, 91-2 CPD ¶ 262 at 5.

The solicitation required offerors to submit their “top three (3) highest dollar value contracts performed within the past five years for MRO type items” and their “top three (3) highest dollar value supply contracts” performed. RFP at 60. Noble argues that the solicitation contained a latent ambiguity, such that, with respect to the evaluation of the “highest dollar value” prior contracts, it “reasonably interpreted this Solicitation provision to state that total dollar value [for the awarded contract] would be considered as part of the Agency’s relevancy analysis.” Protest at 12, 15 (emphasis in original). Noble claims that “[t]his interpretation is thoroughly supported by other provisions of the Solicitation, which use the term ‘dollar value’ to mean total dollar value [for the awarded contract], and which make clear that the Agency could not guarantee any particular annual expenditure” under the anticipated ID/IQ contracts to be awarded. Protest at 15. The protester further argues that “[p]rior to the debrief, Noble could not have known that the Agency interpreted ‘dollar value’ to mean actual annual spend [i.e., annual revenue], rather than total value spend [i.e., awarded value].” Id.

The agency responds that because the term “highest dollar value” as used in the past performance evaluation criteria was closely followed by an instruction to offerors to list the “[a]ctual annual dollar value sales of the contract,” in the context of the solicitation, “highest dollar value” is reasonably interpreted to mean annual revenue. AR, Zone 1, at 10; AR, Zone 2, at 10. DLA further argues that the explicit instructions to the offerors not to provide maximum--i.e. awarded--contract values, runs counter to the protester’s alleged interpretation. Id.

We find that the record fails to support the protester’s argument and instead shows that the parties’ contemporaneous interpretations of “dollar value” did not differ. Most significantly, in its proposal, Noble provided only annual revenue for its contract references; awarded values were not included. AR, Zone 1, Tab 10, Non-Price Proposal, at 11; Zone 2, Tab 10, Non-Price Proposal, at 11. Furthermore, during negotiations, Noble confirmed that the annual revenue provided for each zone [as part of the past performance factor submission] was representative of the average of the most recent five full years (or less) for each contract reference. AR, Tab 12, Discussion Response, at 1. Thus, not only was the content of Noble’s proposal consistent with the agency’s interpretation, but

discussions specifically addressing the annual revenue of its prior contracts elicited no further inquiry.⁴

We have said that an ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. Colt Def., LLC, supra. However, without evidence that the parties actually interpreted the solicitation differently, we cannot find prejudice to the protester. Plum Run, supra. On this basis, we deny the protest.

Undue Weight

Noble next argues that the agency's evaluation under the past performance factor placed "undue weight" on the annual revenue of an offeror's prior contracts. Protest at 18. Noble contends that, absent disclosure otherwise, the agency was required to weight annual revenue equally with the other criteria comprising the relevance evaluation of contract references. Protester's Comments, Zone 1 (Apr. 27, 2015), at 5; Protester's Comments & Supp. Protest, Zone 2 (Apr. 27, 2015), at 10.

An agency's evaluation of past performance, which includes 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. Dalma Tech² Co., B-411015, Apr. 22, 2015, 2015 CPD ¶ 135 at 7. See also Green Earthworks Constr., Inc., B-410724, B-410724.2, Feb. 2, 2015, 2015 CPD ¶ 68 at 4. Agencies are required to evaluate offers in accordance with the solicitation's stated requirements. The Boeing Co., B-311344 et al., June 18, 2008, 2008 CPD ¶ 114 at 38. Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. See, e.g., Carthage Area Hosp., Inc., B-402345, Mar. 16, 2010, 2010 CPD ¶ 90 at 5 n.7; W. Gohman Constr. Co., B-401877, Dec. 2, 2009, 2010 CPD ¶ 11 at 3-4.

The particular method of proposal evaluation utilized must provide a rational basis for source selection and be consistent with the evaluation criteria set forth in the solicitation. Brown & Root, Inc. & Perini Corp., a Joint Venture, B-270505.2, B-270505.3, Sept. 12, 1996, 96-2 CPD ¶ 143 at 9. However, agencies need not disclose evaluation standards or guidelines for rating proposal features as more desirable or less desirable, since agencies are not required to inform offerors of

⁴ We conclude that the parties' discussions were sufficient to bring to light any such differing interpretation, if it existed. AR, Tab 11, Discussion Questions (Nov. 25, 2014), at 1; Tab 12, Discussion Response (Dec. 3, 2014), at 1. On this basis, the ambiguity, if it existed, would be patent, and the protester's challenge, raised after the submission of proposals, would be untimely. 4 C.F.R. § 21.2(a)(1); U.S. Facilities, Inc., supra.

their specific rating methodology. Olympus Bldg. Servs., Inc., B-285351, B-285351.2, Aug. 17, 2000, 2000 CPD ¶ 178 at 5; ABB Power Generation, Inc., B-272681, B-272681.2, Oct. 25, 1996, 96-2 CPD ¶ 183 at 4.

Under Federal Acquisition Regulation (FAR) part 15, agencies are required to describe “[f]actors and significant subfactors that will be used to evaluate the proposal[,] and their relative importance.” FAR § 15.203(a)(4). Relying on Am. K-9 Detection Servs., Inc., B-400464.6, May 5, 2009, 2009 CPD ¶ 107, the protester argues that the agency used annual revenue as a significant subfactor in evaluations but failed to disclose its significance in the solicitation. Protester’s Comments, Zone 1, at 3-4; Protester’s Comments and Supp. Protest, Zone 2, at 3-4. Noble contends that, absent such disclosure, the agency was required to give equal weight to annual revenue and the other stated criteria when evaluating the relevance of offerors’ contract references. Id. See also Protest at 17-18.

The agency distinguishes Am. K-9 on the basis that the facts are dissimilar, in that in Am. K-9 the agency had wholly failed to disclose the evaluation factors. Agency Supp. Resp., Zone 1, (May 4, 2014), at 1; Agency Supp. Resp., Zone 2, (May 4, 2014), at 7. The agency instead argues that the facts here are similar to those in Deloitte & Touche LLP, B-406563, B-406563.2, June 27, 2012, 2012 CPD ¶ 198. AR at 12. In Deloitte & Touche, the protester argued that relevance and quality of performance were “factors” under the RFP’s stated past performance factor, and that scope, magnitude and complexity were “subfactors” under the relevance “factor.” Deloitte & Touche, supra, at 4. We found that these arguments were contrary to the plain language of the solicitation and provided no basis to sustain the solicitation. Id. We agree with DLA as to the relevance of Deloitte & Touche to the circumstances here.

Noble argues that the weight assigned to annual revenue rendered it a significant subfactor. Protester’s Comments, Zone 1, at 3-4; Protester’s Comments and Supp. Protest, Zone 2, at 3-4. However, the record shows that the RFP did not identify those items as separate subfactors, nor did the agency treat them as such in its evaluation.

The solicitation here provided that the relevance evaluation included, but was not limited to, “similarity, recency, length, volume, delivery points [number of delivery locations], and dollar value.” RFP at 72. The agency’s internal evaluation criteria, the SSP, encompassed these evaluation elements. AR, Tab 13, SSP, at 10-11. The RFP put the protester on notice as to the elements of the agency’s relevance evaluation criteria; however, such disclosure did not transform the evaluation criteria into subfactors. See, e.g., Kuhana-Spectrum, B-401270, July 20, 2009, 2010 CPD ¶ 61 at 2 n.2 (“[I]t is clear from the solicitation that relevance, quality, and quantity were not identified as subfactors, but were elements of past performance that the agency would take into account in evaluating overall past performance.”); Roy F. Weston, Inc., B-274945 et al., Jan. 15, 1997, 97-1 CPD ¶ 92 at 9 (nothing in

solicitation supports protester's claim that the four areas of consideration identified in this evaluation factor are separately-weighted subfactors).

Furthermore, we find that the evaluation criteria were applied in a manner consistent with the solicitation. Contract references that satisfied six of the seven evaluation criteria were rated very relevant as long as they were also MRO contracts with an annual revenue similar to the RFP; the references were only rated relevant if the six qualifying elements did not encompass both of these criteria. See generally, AR, Tab 14, SSEB Report. For example, a contract reference submitted by another non-awardee, [DELETED], satisfied six of the seven SSP criteria but received a rating of relevant "since it was not for MRO items." Id. at 3. Similarly, a contract reference submitted by a different non-awardee, [DELETED], satisfied six of the seven SSP criteria and received a rating of very relevant because "two of the six characteristic[s] included an annual dollar value that was very similar to the annual dollar value for this acquisition and the contract was for MRO items." Id. at 21. In yet another instance, offeror SAIC submitted two contract references that each received a rating of relevant, where although both satisfied six of the seven SSP criteria, the contracts were "not for MRO items." Id. at 47. Finally, SupplyCore's contract reference, which satisfied six of the seven SSP criteria, received a rating of very relevant because "two of the six characteristics included an annual dollar value that was higher than the annual dollar value for this acquisition and the contract was for MRO items." Id. at 62. Contract references that satisfied five of the seven criteria never rose above a rating of relevant, while those satisfying all seven criteria were rated very relevant. See generally, AR, Tab 14, SSEB Report. Thus, the record shows that not only did the agency disclose the elements of its evaluation criteria in the solicitation, but the agency applied the criteria in a consistent manner.

The protester also contends that annual revenue was a significant subfactor because it was "determinative." Comments, Zone 1, at 4; Comments, Zone 2, at 9. We find that the elements of contract type and annual revenue rose in prominence in the limited situation in which the agency was assigning an adjectival rating to the relevance of a contract reference that satisfied six of seven evaluation criteria. The fact that contract type and annual revenue became distinguishing elements between a rating of relevant and one of very relevant does not demonstrate that the agency improperly applied the evaluation factors disclosed in the solicitation. As held, agencies are not required to disclose their internal evaluation criteria. Olympus Bldg. Servs., supra; ABB Power Generation, supra. Given that all of the relevance criteria were disclosed in the solicitation and all were evaluated, the additional weight given by the agency to annual revenue and MRO contracts, for contract references on the margin between relevant and very relevant, was consistent with the solicitation. See Brown & Root, supra. On this basis, we find no error in the agency's application of its internal evaluation criteria.

Further, offerors were on notice that similarity and annual revenue were particularly relevant to the agency. Specifically, when requesting prior contracts for review under the past performance factor, the agency requested, first, offerors' highest annual revenue MRO supply contracts, and second, offerors' highest annual revenue non-MRO supply contracts. RFP at 60. Although the agency was not required to do so, this language highlights to offerors the importance of annual revenue and contract type.

Best Value Determination

Finally, Noble claims that the DLA's errors in the past performance evaluation rendered the best value tradeoff determination unreasonable. Protest at 20. Because we find no latent ambiguity in the solicitation, nor an undisclosed significant subfactor in the evaluation, we have no basis to find that the agency's best value tradeoff was unreasonable.

We deny the protests.

Susan A. Poling
General Counsel