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Decision

Matter of: Lanmark Technology, Inc.

File: B-410214.3

Date: March 20, 2015

Theodore P. Watson, Esq., Nicole L. Carter, Esq., and Leanna Ajour, Esq., Watson & Associates, LLC, for the protester.

Craig S. King, Esq., Kevin R. Pinkney, Esq., Patrick R. Quigley, Esq., and Christopher Bowen, Esq., Arent Fox LLP, for the intervenor.

Maj. Michael G. Pond, and Scott N. Flesch, Esq., Department of the Army, for the agency.

Heather Weiner, 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 protester's technical proposal is denied where the evaluation was reasonable, consistent with the stated evaluation criteria, and adequately documented.
 2. Protest challenging the agency's evaluation of the awardee's technical proposal is denied where the record reflects that the agency did not improperly evaluate the awardee's proposal, as asserted by the protester, based on the technical expertise of the awardee's parent company and an affiliated company.
 3. Protest challenging the agency's evaluation of the awardee's past performance is denied where the evaluation was reasonable and consistent with the stated evaluation criteria.
 4. Agency's selection of a higher-rated, higher-priced proposal for award is unobjectionable where the agency's tradeoff decision was reasonable, and where the agency adequately documented its tradeoff rationale.
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DECISION

Lanmark Technology, Inc., of Vienna, Virginia, protests the award of a contract to CACI-Athena, of Chantilly, Virginia, under request for proposal (RFP) No. HQ0682-14-R-0002, issued by the Department of Defense, Joint Improvised Explosive

Device Defeat Organization (JIEDDO), for operations research and systems analysis. Lanmark challenges JIEDDO's evaluation of its and CACI-Athena's technical proposals, as well as the agency's evaluation of CACI-Athena's past performance. The protester also argues that the best-value tradeoff and source selection decision was unreasonable.

We deny the protest.

BACKGROUND

On May 5, 2014, JIEDDO issued the RFP seeking deployed and non-deployed operational assistance in support of JIEDDO's mission to conduct operations research/systems analysis (ORSA) to support analysis on defeating improvised explosive devices as weapons of strategic influence. RFP, Performance Work Statement (PWS), at 1. The contract sought deployed analytic support outside the continental United States (OCONUS), as well as on-site analytic support, primarily at JIEDDO headquarters, located in the continental United States (CONUS). Id. at 16. The RFP anticipated a time-and-materials contract for a base year and two 1-year options. RFP at 67.

The solicitation provided for award on a best-value basis, considering four factors: (1) technical approach, (2) management approach, (3), past performance, and (4) price. Id. The solicitation stated that the technical approach factor and management approach factor "are the most important factors and are approximately equal to each other." Id. at 66. In addition, the RFP stated that the technical approach factor and management approach factor, individually and collectively, were to be more important than the past performance factor, and that the past performance factor was to be more important than price. Id.

The RFP stated that an offeror's proposal would be evaluated under the technical approach factor based on the offeror's understanding of and ability to meet all technical requirements of the primary PWS tasks at a high-quality level using proposed tools, methods, processes and frameworks. RFP at 67.

Under the management approach factor, the solicitation stated that the agency would evaluate an offeror's proposed approach to "planning, directing, and managing the services in the PWS from start-up through the life of the contract, including identification of management risk, the degree of such risk, and proposed mitigation." RFP at 67. In addition, the solicitation stated that "[t]he offeror's planned organizational structure/composition, lines of authority, roles and reach back to corporate offices will be evaluated." Id. at 67-68. The RFP also stated that an offeror's transition-in plan "will be evaluated based on the offeror's demonstrated ability to assume full contractual responsibility." RFP at 67.

With regard to past performance, the RFP required offerors to provide information on at least one, but no more than three, recent and relevant contracts that demonstrated the offeror’s capability for assuring performance of the requirement. RFP at 67. The solicitation also stated that “[t]he prime Contractor may also submit up to two (2) contracts/task orders that proposed subcontractors had with customers that demonstrate recent and relevant past performance.” Id. at 66.

JIEDDO received proposals from ten offerors, including Lanmark and CACI-Athena. Contracting Officer (CO) Statement at 2. Following an initial evaluation, the contracting officer established a competitive range of five offerors, including Lanmark and CACI-Athena. Id. The agency then conducted discussions with the offerors, and requested final proposal revisions (FPRs) on July 14. Id. After completing a final evaluation, the agency made a source selection decision to award to CACI-Athena on July 24, and notified the unsuccessful offerors on July 31. Id.

On August 11, Lanmark filed a protest with our Office. Id. In response to the protest, the agency notified our Office of its intent to take corrective action to reevaluate proposals and make a new award decision. In light of this information, our Office dismissed Lanmark’s protest as academic on August 21.

After conducting discussions, JIEDDO received revised final proposal revisions from all five offerors in the competitive range. Id. at 3. After evaluating the revised FPRs, the agency made a new source selection decision to award to Lanmark on September 29, and notified the unsuccessful offerors. Id.

On October 7, CACI-Athena filed a protest with our Office. Id. In response to the protest the agency advised that it had identified an error in evaluating CACI-Athena’s past performance, and that it intended to take corrective action to reevaluate CACI-Athena’s past performance. Id. Our Office dismissed CACI-Athena’s protest as academic on October 30. Id.

After reevaluating CACI-Athena’s past performance, the evaluation results for Lanmark’s and CACI-Athena’s proposals were as follows:

	LANMARK	CACI-ATHENA
Technical Approach	Outstanding	Outstanding
Management Approach	Outstanding	Outstanding
Past Performance	Substantial Confidence	Substantial Confidence
Total Price	\$33,666,983.60	\$34,321,639.01

AR, Tab 7, Source Selection Decision Document (SSDD), at 17.

The agency rated Lanmark's proposal outstanding under the technical approach and management approach factors, and substantial confidence under the past performance factor. Id. Under the technical approach factor, the agency assigned Lanmark's proposal two significant strengths and one strength. Id. at 11-12. Under the management approach factor, JIEDDO assessed Lanmark's proposal two significant strengths. Id.

JIEDDO also rated CACI-Athena's proposal outstanding under the technical approach and management approach factors, and substantial confidence under the past performance factor. Id. at 17. Under the technical approach factor, the agency assessed CACI-Athena's proposal three significant strengths and two strengths. Id. at 5-6. Under the management approach factor, the agency assigned CACI-Athena's proposal three significant strengths and two strengths. Id. at 6-7.

The source selection authority¹ (SSA) stated that, "[a]lthough CACI-Athena and [Lanmark] have the same overall adjectival ratings, CACI-Athena [proposes] superior advantages in the factors of Technical and Management Approach." Id. at 19. Specifically, the SSA stated: "As the number of [government] resources (ORSAs and C-IED analysts) are decreasing[,] CACI-Athena's exceptional Technical and Management Approaches, will best leverage the smaller numbers of personnel and help close gaps caused by pulling many of the troops out of the OCONUS locations." Id. The SSA continued: "[Although Lanmark] has a slight price advantage (1.8%) [over CACI-Athena], CACI-Athena[s] Technical and Management Approach advantages . . . make[] paying the slight price premium worth the benefit." Id. at 19. The SSA concluded that CACI-Athena's proposal represented the best value to the government, and awarded the contract to that firm. Id. This protest followed.

DISCUSSION

Lanmark challenges JIEDDO's evaluation of the offerors' technical proposals, CACI-Athena's past performance, and the award decision. For the reasons discussed below, we conclude that the agency's evaluation of Lanmark's and CACI-Athena's proposals was reasonable and consistent with the RFP.

In reviewing protests of an agency's evaluation of offerors' technical proposals, our Office does not reevaluate proposals; rather, we review the evaluation to determine if it was reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6; Cherry Road Techs.; Elec. Data Sys. Corp., B-296915 et al., Oct. 24, 2005, 2005 CPD

¹ The contracting officer was also the SSA for this procurement. Supp. CO Statement, at 1.

¶ 197 at 6. With regard to adjectival ratings, technical evaluators have wide discretion when assigning such ratings, given that the ratings reflect both objective and subjective judgments concerning the relative merits of different proposals and their ability to meet the agency's needs. Interstate Gen. Gov't Contractors, Inc., B-290137.2, June 21, 2002, 2002 CPD ¶ 105 at 2. An offeror's disagreement with the agency's evaluation does not establish that the evaluation was unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

Evaluation of Lanmark's Technical Approach

Lanmark challenges JIEDDO's evaluation of its proposal under the technical approach factor, arguing that the agency improperly failed to recognize additional strengths in the following two areas: (1) data analytics, and (2) teaming partners.² The agency contends, with regard to these issues, that it reasonably evaluated the information in Lanmark's proposal, and concluded that these aspects of the protester's proposal did not exceed the requirements of the RFP such that they merited strengths or significant strengths.³

Data Analytics

As discussed above, the RFP stated that the agency would evaluate an offeror's understanding of and ability to meet all technical requirements of the primary PWS tasks at a high-quality level using proposed tools, methods, processes and frameworks. RFP at 67. With regard to data analytics, the PWS required

² Lanmark also argues that its proposal merited a strength under the technical approach factor for its training program. Protest at 8-9. In its agency report, JIEDDO provided a substantive response to the protester's assertions. AR at 10. Lanmark's comments on the agency report, however, fail to respond to the agency's detailed arguments on the protester's initial protest grounds. Instead, the protester raises a new allegation regarding its training program, arguing that, because its training plan is currently being used for OCONUS efforts, it has already been vetted, and therefore merited a strength. The protester's new argument regarding its training program, however, could have been made in its initial protest filing. Because the protester failed to raise this issue in its initial filing, it is untimely. 4 C.F.R. § 21.2(a)(2) (2014) (requiring protest issues be filed within 10 days after the basis is known or should have been known); see also JAVIS Automation & Eng'g, Inc., B-290434, B-290434.2, Aug. 5, 2002, 2002 CPD ¶ 140 at 7 n.11 (piecemeal presentation of protest grounds, raised for the first time in comments, are untimely).

³ As discussed above, the agency rated Lanmark's proposal outstanding under the technical approach factor, assessing two significant strengths and one strength. AR, Tab 7, SSDD, at 11-12.

contractors to provide “relevant and timely analytical support to . . . a range of deployed units,” and stated that this “support shall include, but is not limited to mining and analyzing [counter-improvised explosive device] C-IED data to identify and categorize trends as an element of supported forces.” RFP, PWS § 3.1. In addition, the PWS required that contractors produce: C-IED analytical products; operational trend assessments and analysis; and analysis of unit operations using Operations Research techniques. Id.

Lanmark argues that JIEDDO should have assessed a strength for Lanmark’s proposed data analytics approach because it included “support of [intelligence, surveillance, and reconnaissance] platforms,” as well as the “Lanmark developed Blue Force Tracking trend analysis.” Protest at 9. The protester contends that these unique analytical frameworks of its data analytics system were strengths as they provided “critical recommendations to commanders to guide their decisions concerning personnel movement, patrols, operations, convoys, resource apportioning, tactics, target identification, and FOB protection and mitigation strategies.” Id.

JIEDDO responds that the agency evaluated Lanmark’s data analytics system, and found that the system met the agency’s requirements, but did not merit a strength. AR at 11. In this regard, the agency states that “analyzing data in order to help guide decisions by deployed commanders,” was expressly required by PWS § 3.1, Deployed Operations Research/Systems Analysis.⁴ AR at 11. The agency contends that all of the details regarding the protester’s approach comprised requirements already set forth in the PWS. Id. In addition, the agency notes that CACI-Athena’s proposal also “showcased similar capabilities,” in response to PWS § 3.1, “but like [Lanmark], [CACI-Athena] received no special recognition from the [a]gency for these proposal features.” Id. at 12. For example, the agency points out that CACI-Athena’s proposal also included blue force tracking data extraction and analysis, but did not receive a strength for this feature.⁵ AR, Tab 11, CACI-Athena Technical Proposal, at 5, 9. Based on this record, we find nothing unreasonable regarding the agency’s evaluation. While Lanmark disagrees with JIEDDO’s evaluation, such disagreement does not render the evaluation

⁴ Specifically, PWS § 3.1 stated: “The Contractors shall provide relevant and timely analytical support to . . . a range of deployed units. . . . [This] support shall include, but is not limited to mining and analyzing C-IED data to identify and categorize trends as an element of supported forces. The Contractors shall produce C-IED analytical products. The Contractors shall produce operational trend assessments and analysis. The Contractors shall produce analysis of unit operations using Operations Research techniques.” RFP at 9.

⁵ Blue Force tracking data extraction and analysis was specifically required under PWS § 3.5. RFP at 10.

unreasonable or provide a basis to sustain the protest. See Ben-Mar Enters., Inc., supra.

Teaming Partners

Lanmark next contends that its proposal merited a strength under the technical approach factor for the efforts and expertise of two of its teaming partners-- [DELETED] and [DELETED]--which the protester asserts “provided strengths in the form of expertise and specific contribution to this mission.” Protest at 9. In support of its argument, the protester cites to the following paragraph from the introductory section of Lanmark’s technical proposal:

[Lanmark] has chosen to partner with [DELETED] and [DELETED] for this contract. [DELETED]. Together, Team [Lanmark’s] solutions offer the J9 a versatile and innovative team that can quickly generate insightful, SAS® based analytical products.

AR, Tab 13, Lanmark Technical Proposal, at 1.

JIEDDO responds that the evaluators did not find that Lanmark’s teaming partners provided a benefit that exceeded the requirements of the PWS, and asserts that the protester fails to identify any parts of Lanmark’s proposal that even addressed the specific capabilities or roles the teaming partners would provide in performance of the contract. Based on our review of the record, we agree with the agency that the protester’s proposal does not specifically explain why its proposed partners’ participation would provide a benefit to the government. As stated above, to the extent Lanmark disagrees with the agency’s evaluation, the protester’s disagreement fails to render the agency’s evaluation unreasonable or provide a basis to sustain the protest. Ben-Mar Enters., Inc., supra.

Evaluation of Lanmark’s Management Approach

Next, Lanmark challenges JIEDDO’s evaluation of its proposal under the management approach factor, arguing that JIEDDO improperly failed to recognize additional strengths in the following two areas: (1) organizational structure; and (2) transition. As discussed below, we find that JIEDDO reasonably evaluated Lanmark’s proposal under the management approach factor, in accordance with the solicitation.⁶

⁶ As discussed above, the agency rated Lanmark’s proposal outstanding under the management approach factor, assessing Lanmark’s proposal with two significant strengths. AR, Tab 7, SSDD, at 11-12.

Organizational Structure

As discussed above, the RFP stated that the agency would evaluate an offeror's overall management approach to "planning, directing, and managing the services in the PWS from start-up through the life of the contract, including identification of management risk, the degree of such risk, and proposed mitigation." RFP at 67. In addition, the solicitation stated that "[t]he offeror's planned organizational structure/composition, lines of authority, roles and reach back to corporate offices will be evaluated." Id. at 67-68.

The agency rated Lanmark's proposal outstanding under the management approach factor, assessing Lanmark's proposal with two significant strengths. AR, Tab 7, SSDD, at 11-12. The evaluators did not assess a strength for Lanmark's proposed organizational structure. Id. at 12.

Lanmark argues that its proposal merited a strength under the management approach factor for Lanmark's unique corporate structure, which the protester states allowed the government [DELETED]. Protest at 12. The protester asserts that this feature of its corporate structure presented an advantage of reducing performance risk and turnaround time for contract changes and new requirements. Id.

The agency responds that it did not find that that these features of Lanmark's corporate structure exceeded the PWS requirements such that they warranted a strength. The agency contends, and we agree, that the protester's generic description of its corporate structure does not demonstrate how the structure exceeded the PWS requirements. AR at 13. Rather, the protester disagrees with JIEDDO's evaluation. Lanmark's disagreement with the agency's evaluation, however, does not render the evaluation unreasonable, or provide a basis to sustain the protest. See Ben-Mar Enters., Inc., supra.

Transition

The protester also challenges the agency's evaluation under the management approach factor, arguing that the agency failed to evaluate the offerors' transition plans equally because, the protester asserts, JIEDDO "credits CACI-Athena with a strength for a transition plan that utilized the 'incumbent' 'OCONUS' personnel--also known as [Lanmark's] personnel, but did not credit [Lanmark] for having the 'incumbent' 'OCONUS' team already fully committed." Protester's Comments (Jan. 23, 2015), at 10. In addition, Lanmark asserts that JIEDDO improperly failed to assess a strength to Lanmark's proposal under the management approach factor for its proposed OCONUS transition plan. Specifically, Lanmark argues that its proposal included commitment letters from incumbent OCONUS key personnel, and demonstrated Lanmark's "ability to assume full contractual responsibility with a reduced two week transition-in time" which the protester argues exceeded the RFP's requirements. Protest at 11.

The RFP stated that an offeror's transition-in plan "will be evaluated based on the offeror's demonstrated ability to assume full contractual responsibility." RFP at 67. Specifically, the RFP stated that the contractor must provide "personnel . . . to JIEDDO no later than 30 days from the date of contract award, in order to begin the transition process with the incumbent," and required that 95 percent of personnel be in place at the conclusion of the 30-day transition period. Id. at 11, 72.

Lanmark first argues that JIEDDO evaluated the offerors' transition plans unequally because the agency credited CACI-Athena for its intended use of Lanmark's incumbent OCONUS personnel, but failed to credit Lanmark for its guaranteed use of the same personnel.

As relevant here, Lanmark's transition plan consisted of one page, which focused predominantly on transition for the CONUS portion of the contract. AR, Tab 14, Lanmark's Technical Proposal, at 20. With regard to OCONUS transition, Lanmark's transition plan stated: "As the incumbent contractor successfully performing the deployed portion of this combined effort, our transition-in support of deployed positions will be seamless and immediate," and that "transition-in activities [will] take no more than [DELETED] to complete." Id.

In contrast, CACI-Athena's transition plan consisted of five-and-a-half pages detailing "the Importance of Transition to the Success of [the] Contract." AR, Tab 11, CACI-Athena Technical Proposal, at 16. Specifically, CACI-Athena's transition plan provided a detailed, step-by-step procedure for the transition-in of incumbent deployed personnel, as well as for the transition-in of new personnel for the OCONUS positions. Id. at 18-20. It also provided for the deployment of an [DELETED] to assist OCONUS transition. Id. at 20. JIEDDO assessed a significant strength for CACI-Athena's transition plan, stating that it was a "comprehensive transition plan for incumbent and new hire OCONUS personnel to include deployment of an [DELETED] to assist OCONUS transition." AR, Tab 7, SSDD, at 6.

Based on this record, we find no merit to the protester's allegation that the agency evaluated the offeror's transition plans unequally. As the record reflects, the agency assessed a strength for CACI-Athena's transition plan because it was a "comprehensive transition plan," not based on CACI-Athena's mere proposed "utilization of [Lanmark's incumbent OCONUS] personnel," as the protester asserts. AR, Tab 7, SSDD, at 6. As stated above, CACI-Athena's transition plan provided a detailed, step-by-step procedure for the transition-in of incumbent deployed personnel, as well as for the transition-in of new personnel for the OCONUS positions. Based on this information, as well as the plan's proposed use of the deployment of an [DELETED] to assist OCONUS transition, the agency assessed a strength for CACI-Athena's proposed "comprehensive transition plan." Id.; Tab 11, CACI-Athena Technical Proposal, at 18-20. We conclude that the agency's

evaluation of Lanmark's proposal was reasonable and in accordance with the solicitation.

Lanmark also asserts that its proposal should have received a strength for its transition plan because the protester proposed to complete OCONUS transition within [DELETED], which exceeded the RFP's requirement of 30 days. Based on the record, however, even if the agency had assessed a strength for Lanmark's transition plan, there is no evidence that an additional strength under the management approach factor for Lanmark's transition plan would have changed the agency's tradeoff analysis and award decision. As discussed above, both offerors received outstanding ratings under the technical approach and management approach factors, and a substantial confidence rating under the past performance factor. AR, Tab 7, SSDD, at 7. In addition, as the agency explained in its tradeoff determination, "[CACI-Athena's] Technical and Management advantages are significant," and "[a]s the number of resources (ORSAs and C-IED analysts) are decreasing[,] CACI-Athena's exceptional Technical and Management Approaches, will best leverage the smaller number of personnel and help close gaps caused by pulling many of the troops out of OCONUS locations." *Id.* at 19. Based on this record, the protester has failed to demonstrate prejudice, and therefore, we have no basis for sustaining Lanmark's protest on this ground. ITT Corp.-Elec. Sys., B-402808, Aug. 6, 2010, 2010 CPD ¶ 178 at 7 (competitive prejudice is a necessary element of any viable bid protest).

Evaluation of CACI-Athena

Next, Lanmark challenges JIEDDO's evaluation of the awardee's proposal under the technical approach and past performance factors. Specifically, the protester argues that the agency improperly credited CACI-Athena's proposal with the technical capabilities of affiliated CACI entities, and asserts that the record fails to support CACI-Athena's past performance rating. For the reasons discussed below, we find that the agency reasonably evaluated CACI-Athena's proposal as required by the solicitation.

Technical Approach

Lanmark argues that the agency improperly assessed strengths to CACI-Athena's proposal under the technical approach factor because the strengths were based on the technical expertise and resources of CACI-Athena's parent company, CACI-International, and its affiliate, CACI-Wexford, but that CACI-Athena's proposal did not demonstrate how these affiliated, but distinct, entities would affect CACI-Athena's performance of the contract. As discussed below, we find that the agency reasonably evaluated CACI-Athena's proposal under the technical approach factor.

As stated above, the RFP stated that the agency would evaluate an offeror's understanding of and ability to meet all technical requirements of the primary PWS tasks at a high-quality level using proposed tools, methods, processes and frameworks. RFP at 67. The agency rated CACI-Athena's proposal outstanding under the technical approach factor, assessing CACI-Athena's proposal with three significant strengths, and two strengths. AR, Tab 7, SSDD, at 5-6.

The protester primarily challenges two significant strengths assessed to CACI-Athena's proposal under the technical approach factor. As relevant here, one of the significant strengths assessed to CACI-Athena's proposal was based on CACI-Athena's proposed [DELETED] for its deployed and CONUS-based ORSAs, which the agency found will provide JIEDDO with "enhanced situational awareness." AR, Tab 7, SSDD, at 5. Lanmark challenges JIEDDO's evaluation, arguing that this strength, which relates to CONUS experience, was attributable to CACI-Wexford, which the protester asserts, is the incumbent contractor for the CONUS portion of this effort.

JIEDDO responds that this strength is actually the strength of CACI-Athena. Specifically, the agency explains that, although "CACI-Wexford was awarded the CONUS J9 ORSA contract and is the current incumbent on that effort," "all the employees on that contract were actually CACI-Athena employees, and have been since the initiation of the contract in August 2011." Supp. AR (Feb. 18, 2015), at 9. In addition, the agency points to CACI-Athena's proposal, which explains that the CACI-Athena employees have been performing the CACI-Wexford contract [DELETED]." AR, Tab 11, CACI-Athena Technical Proposal, at 12; Supp. AR (Feb. 18, 2015), at 9. JIEDDO also notes that CACI-Athena's proposal stated that the incumbent CACI-Athena employees performing the current CONUS ORSA effort would remain in place during performance of the new contract. AR, Tab 11, CACI-Athena Technical Proposal, at 12. Based on this record, we find nothing unreasonable regarding the agency's evaluation.

The agency also assessed a significant strength based on CACI-Athena's "[v]endor deployed personnel Outside the Continental United States (OCONUS) as evidenced by their [DELETED] employees in [DELETED] countries including the current [DELETED]." AR, Tab 7, SSDD, at 6. The evaluators stated that this will provide JIEDDO "with an effective and extensive network of unit relationships, which will enable reach back and reach forward." *Id.* Lanmark argues that this strength, which relates to OCONUS experience, was attributable to CACI-International. Lanmark argues that this strength "was leveraging CACI-International's experience and global presence," rather than that of CACI-Athena. Protester's Comments (Jan. 23, 2015), at 3.

In response to the protest, the contracting officer states that this strength "was not simply a reflection of the number of employees CACI-Athena had on hand, or how many it had deployed around the world." Supp. CO Statement (Feb. 18, 2015),

at 2. Rather, the contracting officer explains that “the importance of CACI-Athena’s experience lay in the relevance and reach of CACI Athena’s proposed network of relationships which present great value to JIEDDO’s mission.” Id. For example, the contracting officer points to the following language in CACI-Athena’s proposal, which the contracting officer states demonstrates the relationships of CACI-Athena’s proposed “Team CACI”:

[CACI-Athena] has [DELETED] employees in [DELETED] countries Those numbers include over [DELETED] Our partner [DELETED] provides [DELETED] also provided high quality [DELETED], and provided [DELETED]. For the past [DELETED] years, [DELETED] has continuously supported [DELETED] with fully qualified [DELETED]. In addition to [DELETED], we have selected [DELETED], owing to their superior performance on [DELETED].

AR, Tab 11, CACI-Athena Technical Proposal, at 2.

In addition, CACI-Athena’s proposal explained that CACI-Athena is part of an integrated CACI [DELETED] business group which draws upon and integrates resources from across the CACI organizational structure. AR, Tab 12, CACI-Athena Past Performance Proposal, at 1-2. Specifically, CACI-Athena’s proposal stated that “[t]he JIEDDO J9 ORSA contract . . . will be managed within our [DELETED] [business group],” and that “[w]ithin [DELETED], the [DELETED] Division Group . . . will perform the proposed effort.” Id. at 2.

Based on this record, we find nothing unreasonable regarding the agency’s evaluation.

Past Performance

Finally, Lanmark argues that JIEDDO improperly evaluated CACI-Athena’s past performance. As discussed below, the protester’s arguments are not supported by the record.

An agency’s evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror’s performance history, is a matter of agency discretion which we will not disturb unless the agency’s assessments are unreasonable or inconsistent with the solicitation criteria. SIMMEC Training Solutions, B-406819, Aug. 20, 2012, 2012 CPD ¶ 238 at 4. Where a protester challenges an agency’s past performance evaluation and source selection, we will review the evaluation and award decision to determine if they were reasonable and consistent with the solicitation’s evaluation criteria and procurement statutes and regulations, and to ensure that the agency’s rationale is adequately documented. DynCorp Int’l LLC, B-406523.2, B-406523.3, Dec. 16, 2013, 2014 CPD ¶ 7 at 6;

Falcon Env'tl. Servs., Inc., B-402670, B-402670.2, July 6, 2010, 2010 CPD ¶ 160 at 7.

As discussed above, the RFP required offerors to provide information on at least one, but no more than three, recent and relevant contracts that demonstrated the offeror's capability for assuring performance of the requirement. RFP at 67. The solicitation also stated that "[t]he prime Contractor may also submit up to two (2) contracts/task orders that proposed subcontractors had with customers that demonstrate recent and relevant past performance." Id. at 66.

CACI-Athena's past performance proposal included three past performance references for CACI-Athena, and one reference for one of CACI-Athena's subcontractors. AR, Tab 12, CACI-Athena Past Performance Proposal, at 1-11. The agency concluded that two of the references for CACI-Athena, which were for contracts held by [DELETED], were not relevant, and therefore did not consider these contracts in its evaluation of CACI-Athena's past performance. AR, Tab 7, SSDD, at 7. Specifically, the source selection authority (SSA) concluded that one of the references was not relevant because CACI-Athena's "management proposal made no mention of using [DELETED] personnel or resources." Id. The SSA found that the other reference was not relevant because the work performed under the contract was "not of similar (or some of the scope) scope, magnitude or complexity" as the solicitation. Id.

The agency gave CACI-Athena's proposal a substantial confidence past performance rating based on the remaining reference for CACI-Athena and the reference for CACI-Athena's subcontractor, stating: "The Substantial Past Performance rating is based upon CACI-Athena's performance as a subcontractor to [DELETED] . . . that was determined relevant to the current effort," as well as "the outstanding performance of a proposed subcontractor . . . on a Somewhat Relevant contract" Id.

In addition, the agency assessed two strengths to CACI-Athena's proposal. Id. As relevant here, one of the strengths stated the following:

The Past Performance Questionnaire rated "Outstanding" to "Good" for a Relevant contract involving much of the scope, magnitude of the effort, and complexities for this contract where CACI-Athena performed as a subcontractor (actually all employees were CACI-Athena under [DELETED]).

Id.

Lanmark first challenges the agency's assessment of a strength for CACI-Athena's performance on the [DELETED] contract, arguing that it was improper for the agency to assign a strength "simply because [CACI-Athena] 'provided all

employees' as the subcontractor." Protester's Comments (Jan. 23, 2015), at 13. Specifically, the protester contends that, because the solicitation and past performance questionnaire did not "contemplate[] an evaluation of the percentage of employees used when operating as a subcontractor," the record lacks a basis for how "CACI-Athena's provision of all employees exceeds any Solicitation requirement." Id. The protester's argument, however, is not supported by the record, which reflects that the strength was based on the ratings in the past performance questionnaire itself, which the agency stated were "'outstanding' to 'good.'" AR, Tab 7, SSDD, at 7. The protester does not challenge the agency's assessment of the strength in this regard. We therefore find no reason to sustain the protest.

Lanmark next asserts that the agency unreasonably based CACI-Athena's substantial confidence past performance rating on one relevant past performance reference and one somewhat relevant past performance reference. Specifically, the protester contends that the definition of somewhat relevant conflicts with the agency's substantial confidence rating.

The solicitation defined "somewhat relevant" as "[p]ast/present performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires." RFP at 69. In addition, the RFP defined "substantial confidence" as follows: "Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort." Id. at 68.

As stated above, the SSA rated CACI-Athena's past performance substantial confidence based on a relevant reference (with outstanding to good ratings) for CACI-Athena, and somewhat relevant reference (with outstanding ratings) for CACI-Athena's subcontractor. AR, Tab 7, SSDD, at 7. Based on the record, the protester has failed to demonstrate how the substantial confidence rating, based on these two references, was unreasonable. We therefore find no basis to sustain the protest.

Tradeoff Analysis and Source Selection Decision

Finally, Lanmark argues that the agency's tradeoff analysis and source selection decision failed to weigh the benefits associated with each proposal, and was not adequately documented. As discussed below, we find no merit to these arguments.

In a best-value procurement, it is the function of the selection official to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority (however represented) is worth the higher price, and the extent to which one is sacrificed for the other is governed only by the test of rationality and consistency with the stated evaluation criteria. Savvee Consulting, Inc., B-408416.3, Mar. 5, 2014, 2014 CPD ¶ 92 at 7; The MIL Corp., B-297508,

B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13. A protester's mere disagreement with the agency's judgment in its determination of the relative merit of competing proposals does not establish that the evaluation was unreasonable. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4.

Here, the record shows that the SSA considered the respective merits of the individual proposals in accordance with the RFP criteria, and concluded that CACI-Athena's proposal offered specific technical advantages that were worth the approximately 1.8 percent price premium. AR, Tab 7, SSDD, at 18-19. Specifically, the SSA listed the technical and management advantages offered by CACI-Athena's proposal, and stated that, "[a]lthough CACI-Athena and [Lanmark] have the same overall adjectival ratings, CACI-Athena [proposes] superior advantages in the factors of Technical and Management Approach." Id. at 19. In this regard, the SSA explained: "As the number of [government] resources (ORSAs and C-IED analysts) are decreasing[,] CACI-Athena's exceptional Technical and Management Approaches, will best leverage the smaller numbers of personnel and help close gaps caused by pulling many of the troops out of the OCONUS locations." Id. The SSA concluded that, "[although Lanmark] has a slight price advantage (1.8%) [over CACI-Athena], CACI-Athena[s] Technical and Management Approach advantages . . . make[] paying the slight price premium worth the benefit." Id. at 19.

Based on this record, we find no merit to the protester's arguments that the SSA failed to weigh the benefits of each proposal, or that the agency failed to document the tradeoff analysis and selection decision.

The protest is denied.

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