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# Decision

**Matter of:** Accura Engineering and Consulting Services, Inc.

**File:** B-420854

**Date:** October 12, 2022

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Kasia Dourney, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging the agency's evaluation of statements of qualifications submitted in a procurement for architect-engineering (A/E) services is denied where the evaluation was consistent with the terms of the synopsis, and where the protester fails to demonstrate competitive prejudice from any alleged error.
  2. Protest alleging that the agency improperly assigned significant weight to oral presentations/discussions when evaluating firms for an A/E services contract is denied where, consistent with the Federal Acquisition Regulation provisions applicable to A/E procurements, the agency properly conducted the mandatory discussions, and reasonably considered the information provided during discussions in its evaluation.
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## DECISION

Accura Engineering and Consulting Services, Inc., a small business located in Atlanta, Georgia, protests the award of a contract to Vanguard Pacific, LLC, of Foley, Alabama, pursuant to synopsis No. 80MSFC21R0007, issued by the National Aeronautics and Space Administration (NASA) for architect/engineering (A/E) services at the George C. Marshall Space Flight Center (MSFC) in Huntsville, Alabama. Accura contends that NASA miscalculated the protester's and awardee's qualifications statements and made an unreasonable source selection decision.

We deny the protest.

## BACKGROUND

This procurement of A/E services, on a set-aside basis, was conducted pursuant to the procedures set forth in the Selection of Architects and Engineers Statute, also referred to as the Brooks Act, 40 U.S.C. §§ 1101-1104, as implemented in Federal Acquisition Regulation (FAR) subpart 36.6. Agency Report (AR), Tab 3, Synopsis at 27.<sup>1</sup> In accordance with these regulations, on April 14, 2021, NASA synopsisized the requirement.<sup>2</sup> Contracting Officer's Statement (COS) ¶ 1.01. The synopsis explained that the contemplated work would include design services, master planning, and surveillance and inspection services at the MSFC. Synopsis at 27-28. The agency sought to award a single, indefinite-delivery, indefinite-quantity contract, for its Facilities Engineering Design and Inspection Services (FEDIS II) requirement at MSFC, for a base year and four 1-year option periods, for task orders valued above \$25,000, up to a maximum value of \$250,000.<sup>3</sup> *Id.*

Firms were advised that their qualifications would be evaluated under six factors, weighted as follows: (1) professional qualifications (20 percent); (2) specialized experience and technical competence (30 percent); (3) capacity (to accomplish the required work in the required time) (20 percent); (4) past performance on projects with similar scope (20 percent); (5) location in the general geographic area and knowledge of the locality (5 percent); and (6) previous NASA contracts (5 percent). Synopsis at 32-34. The synopsis explained that the agency would convene an A/E evaluation board to review the submitted SF-330 qualifications statements. *Id.* at 31. After that initial evaluation, at least three of the "most highly qualified" firms would be invited to participate in oral presentations/discussions. *Id.* at 35.

Five firms, including Accura and Vanguard, submitted their A/E qualifications for evaluation. COS ¶ 2.05. After its initial evaluation, the source evaluation team (SET) identified the three most highly qualified firms, including Accura and Vanguard, and invited those firms to make oral presentations. *Id.* The selected firms were advised to limit their oral presentations to approximately 15 minutes, and allow for an additional 30

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<sup>1</sup> Unless noted otherwise, all citations are to the Bates numbers provided by the agency in the agency report.

<sup>2</sup> The synopsis for architect-engineer services functions in a manner similar to a traditional solicitation. See FAR 36.601-2, 36.602. In response to a synopsis for A/E requirements, interested firms submit a statement of qualifications using Standard Form 330 (SF-330), Architect-Engineer Qualifications. FAR 36.603(b). The evaluation procedures do not include price competition; rather, the agency must identify the most highly qualified firm and attempt to negotiate a contract with that firm at a fair and reasonable level of compensation. See, e.g., *Fire Risk Mgmt., Inc.*, B-411552, Aug. 20, 2015, 2015 CPD ¶ 259 at 2.

<sup>3</sup> Accura is the incumbent contractor on the FEDIS I requirement. Memorandum of Law (MOL) at 14.

minutes to respond to the SET's questions, highlighting areas of concern identified during the initial evaluation. *Id.*

Subsequently, based on the information received during oral presentations, the SET revised its initial evaluation ratings. As relevant here, after clarification of Vanguard's role in multiple design-build projects identified in the firm's past performance references, the SET concluded that Vanguard merited a higher past performance rating, and upwardly revised the firm's score for this factor from 12 percent to 16 percent. COS ¶ 3.14. The SET also adjusted its initial rating for Accura under the capacity factor, from 18 percent to 14 percent, based on concerns with the firm's proposal of part-time, instead of full-time, employees for certain key personnel positions. *Id.* ¶ 3.08; AR, Tab 6, Accura's Consensus Evaluation Sheet at 107.

Accordingly, the relevant final evaluation ratings were as follows:

	<b>Weight</b>	<b>Accura</b>	<b>Vanguard<sup>4</sup></b>
<b>Professional Qualifications</b>	20%	15/20	x/20
<b>Specialized Experience &amp; Technical Competence</b>	30%	24/30	x/30
<b>Capacity</b>	20%	14/20	x/20
<b>Past Performance</b>	20%	16/20	16/20
<b>Location in the General Geographical Area and Knowledge of Locality</b>	5%	5/5	x/5
<b>Previous NASA Contracts</b>	5%	3/5	5/5
<b>FINAL SCORE</b>		77/100	88/100

AR, Tab 9, Accura's Debriefing at 133-35; AR, Tab 8, Source Selection Report at 126-27, 129.

Ultimately, the SET concluded that Vanguard was the highest-ranked firm, and recommended that the source selection authority (SSA) commence negotiations with the firm. COS ¶ 2.13. The SSA concurred with that recommendation. *Id.* ¶ 2.14. On November 17, the contracting officer notified offerors that Vanguard was selected as the most highly qualified firm. *Id.* ¶ 2.15.

On November 19, Accura requested a debriefing. Resp. to Req. for Add'l Briefing, exh. 2, Pre-Award Debriefing Req. at 1. On December 6, NASA denied the request, explaining that debriefings would be scheduled after award. *Id.*, exh. 3, Denial of Pre-Award Debriefing at 1; see also *id.*, exh. 1, Nov. 17, 2021 Unsuccessful Offeror Notice

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<sup>4</sup> The agency record did not include Vanguard's point scores for other than the past performance and previous NASA contracts evaluation factors.

(stating that “[d]ebriefings will not be held until successful negotiations are complete and an award can be made.”).

Following successful negotiations with Vanguard, on June 1, 2022, the contracting officer notified Accura that the government intended to award the contract to Vanguard. COS ¶ 2.17. After a debriefing, Accura filed this protest with our Office.<sup>5</sup>

## DISCUSSION

Accura challenges various aspects of the agency’s evaluation of the protester’s and awardee’s statements of qualifications, including under the capacity and past performance factors. While we do not specifically address all of Accura’s arguments, we have considered each of them and find that they afford no basis on which to sustain the protest.

### Evaluation under the Capacity Factor

Accura first contends that NASA improperly evaluated its statement of qualifications under the capacity factor.<sup>6</sup> Protest at 8-10. The protester argues that after the oral presentation, during which Accura stated that it was proposing part-time, rather than full-time, employees for certain key personnel positions, the agency improperly lowered its initial score for this factor, from 18 percent to 14 percent. *Id.* The protester asserts

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<sup>5</sup> We note that although FAR section 36.607(b) requires the agency to provide unsuccessful firms with a debriefing, FAR subpart 36.6 does not specify the timing of such a debriefing. Here, NASA declined to provide Accura with a pre-award debriefing; hence, the circumstances differ from our recent decision in *Battelle Mem’l Institute*, B-420403 *et al.*, Mar. 10, 2022, 2022 CPD ¶ 64 (protest challenging an A/E evaluation was dismissed as untimely where the protester declined the agency’s offer to receive a pre-award debriefing and instead filed its protest several months later, after receiving a post-award debriefing).

<sup>6</sup> The protester also objected to a “concern” expressed by NASA about Accura’s “fail[ure] to identify [t]ask [o]rder . . . managers.” Protest at 9. In this regard, Accura argues that the synopsis did not require offerors to identify such managers, and, hence, the agency applied unstated evaluation criteria when it lowered Accura’s score under the capacity factor. NASA provided a specific rebuttal to this assertion in its agency report, however, Accura failed to address this response in its comments on the agency report. *See, generally*, Comments. Accordingly, we consider this argument abandoned. *See, e.g., Israel Aircraft Indus., Ltd.--TAMAM Div.*, B-297691, Mar. 13, 2006, 2006 CPD ¶ 62 at 6-7.

that this amounted to an evaluation based on unstated evaluation criteria because the synopsis did not require that “key personnel . . . be full-time employees.”<sup>7</sup> *Id.* at 9.

NASA responds that its evaluation reflects reasonable agency concerns that employing part-time key personnel could negatively affect Accura’s ability to meet schedule requirements, result in delays, and lead to coordination and quality issues. MOL at 16; COS at 3.08; AR, Tab 8, Source Selection Report at 121. The agency also maintains that Accura failed to sufficiently explain how its proposed, part-time key personnel could perform the outlined responsibilities “without disruption to oversight, training, schedule, and quality of service.” MOL at 17. With respect to the unstated evaluation criteria allegations, NASA argues that an assessment of whether a firm proposed sufficient number of full-time staff to meet requirements is “directly related to and encompassed [by] the [c]apacity factor.” *Id.* at 16. Thus, in the agency’s view, the issue merited further questioning during oral presentations, and, ultimately, the revision of Accura’s score for this factor. *Id.*

In reviewing protests challenging the evaluation of firms’ qualifications statements for architect-engineering services, our Office examines the record to determine whether the agency’s judgment was reasonable and in accordance with the stated selection criteria and applicable procurement laws. *AMEL Techs., Inc.*, B-412587.2, June 20, 2016, 2016 CPD ¶ 163 at 3; *OLBN Architectural Serv., Inc.*, B-402444.4, B-402444.5, Oct. 4, 2010, 2011 CPD ¶ 55 at 3. The evaluation of firms’ qualifications statements is within the discretion of the agency. *AMEL Techs., Inc.*, *supra* at 5. A protester’s disagreement with an agency’s evaluation judgments, by itself, does not demonstrate that those judgments are unreasonable. *Id.* at 4.

Based on our review of the record, we agree with NASA that Accura’s proposal of part-time key personnel raised staffing and scheduling concerns that the agency reasonably took into account, consistent with the synopsis requirements. The synopsis here required firms to demonstrate the ability to accomplish a baseline level of (historical) workload, and support surge requirements, as needed, while meeting schedules. Synopsis at 33. The firms were to provide a detailed management plan that specifically addressed the organizational staffing breakdown needed to meet all required services, and provide an organizational chart for key personnel. *Id.* As a further requirement regarding key personnel, the synopsis instructed firms to indicate which key person was

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<sup>7</sup> As one of many variations of this argument, the protester also contends that the synopsis failed to identify which specific positions should be considered “key,” and failed to define “key personnel.” Comments at 10. To the extent Accura now asserts that the terms of the synopsis are unclear, this constitutes an untimely challenge to the terms of the solicitation. Our Bid Protest Regulations provide that protests of alleged solicitation improprieties must be filed prior to the closing time for receipt of quotations. See 4 C.F.R. § 21.2(a)(1); *Allied Tech. Group, Inc.*, B-402135, B-402135.2, Jan. 21, 2010, 2010 CPD ¶ 152 at 9 n.10. Because Accura failed to challenge the terms of the synopsis before the date set for the submission of qualifications statements, we dismiss this allegation as untimely.

a part of the design team for each project submitted under the specialized experience evaluation factor. *Id.* The synopsis advised that NASA would evaluate firms' organizational structure, balance and lines of authority, identification of key personnel and their roles, and demonstrated history of working together as a cohesive team on multiple projects. *Id.*

The record shows that the agency's initial evaluation of Accura's qualifications statement concluded that the firm's organizational chart failed to provide sufficient detail regarding certain key personnel. AR, Tab 8, Source Selection Report at 121. For example, while identifying the onsite program manager, the chart failed to identify task order managers, and noted that these positions were "TBD [to be determined]." AR, Tab 5, Accura's Presentation at 41. The SET was also concerned with the roles and future interaction of offsite and onsite management, and whether Accura would be able to add staff from its support office as needed. AR, Tab 6, Accura's Consensus Evaluation Sheet at 106.

Those concerns prompted questions during oral presentations regarding Accura's intended staffing. For example, NASA requested that the protester address the roles of offsite and onsite management, and how Accura intended to secure their seamless interaction with each other and coordination with the technical team. Comments, exh. 3, Accura's Oral Presentation Questions at 1. Accura was also asked: "[w]hat level of involvement will the key personnel have in this contract, *i.e.*, full time/part time, fully dedicated/dedicated as needed, etc. and what type support do you see them providing?" *Id.*

In response, Accura represented that it would use a mix of both full-time and part-time key personnel, and add additional employees on an as-needed basis, based on program requirements. COS ¶ 3.07; AR, Tab 6, Accura's Consensus Evaluation Sheet at 106-07. The agency considered that response, and concluded that the prozed use of key personnel on a part-time basis could reduce Accura's ability to timely meet demands and decrease the required quality standards. AR, Tab 8, Source Selection Report at 121; COS ¶ 3.08.

Based on this record, we find that the agency was reasonably concerned with the engagement of Accura's key personnel, and Accura's capability to provide the necessary key staff to ensure the timely completion of projects. See *ARTEL, Inc.*, B-248478, Aug. 21, 1992, 92-2 CPD ¶ 120 at 3-4 (agency reasonably downgraded a protester's competitive standing where the firm failed to clarify, during an oral presentation, its lack of specificity regarding key personnel). The protester's oral presentation responses, in conjunction with its written submission, did not provide sufficient assurance that Accura could meet the agency's staffing requirements. Accordingly, we find no merit to the protester's argument that the agency's evaluation of Accura under the capacity factor was unreasonable.

We also disagree with the protester's contention that by reducing Accura's rating for not committing key full-time employees in support of the task order, NASA used

unstated evaluation criteria. Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to, or encompassed by, the established factors. *Northrop Grumman Sys. Corp.*, B-414312 *et al.*, May 1, 2017, 2017 CPD ¶ 128 at 12. Here, the synopsis provided that firms must clearly demonstrate their ability to accomplish a baseline level of (historical) workload, as well as the ability to support surge requirements. Synopsis at 33. While the synopsis did not expressly state that firms should only propose full-time key personnel to meet the requirement, we think that the agency's concerns with this approach are reasonably and logically encompassed by the synopsis's capacity factor. We see no basis to object to the agency's lowering of Accura's capacity score based on the protester's lack of sufficient detail explaining how part-time personnel could execute the outlined responsibilities without a disruption to oversight, training, schedule, and quality of service. Accura's disagreement with the agency's evaluation in this regard does not render it unreasonable.

## Discussions

As a related protest ground, Accura asserts that it was unreasonable for NASA to assign significant weight to the oral presentations/discussions when evaluating the competing firms.<sup>8</sup> Protest at 6, 14. The protester argues that such an approach was inconsistent with the terms of the synopsis, because it only provided for evaluation based on the submitted SF-330, and the six evaluation factors contemplated therein. *Id.*

NASA responds that it reasonably interpreted FAR section 36.602-3(c), which requires the evaluation board conduct discussions with at least three of the most qualified offerors, as permitting the agency to consider the content of discussions during the evaluation process. MOL at 21. The agency also notes that our Office has previously explained that the selection authority is required to consider the content of discussions when ranking the most qualified firms. *Id.* (citing *Metcalf & Eddy Servs., Inc.*, B-298421.2, B-298421.3, Nov. 29, 2006, 2007 CPD ¶ 61 at 7 n.2; *Mounts Eng'g*, B-218489, B-218489.4, Apr. 14, 1986, 86-1 CPD ¶ 358 at 3).

As noted above, the procurement here concerned an A/E requirement conducted under the procedures of the Brooks Act and its implementing regulations in FAR subpart 36.6. Under these procedures, agencies "shall conduct discussions with at least 3 firms to consider anticipated concepts and compare alternative methods for

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<sup>8</sup> We use the term "discussions" and "oral presentations" interchangeably throughout the decision, although discussions in the meaning of FAR part 15--which includes the requirement to discuss proposal deficiencies and significant weaknesses with offerors whose proposals are included in the competitive range--are inapplicable to A/E procurements under FAR subpart 36.6. See FAR 36.601-3(b); see also *URS Consultants*, B-275068, B-275068.2, Jan. 21, 1997, 97-1 CPD ¶ 100 at 5 n.4.

furnishing the services.” 40 U.S.C. § 1103(c); see also FAR 36.602-3(c). In explaining this requirement, Congress stated the expectation that the source selection authority:

through discussions with an appropriate number of the firms interested in the project, will obtain sufficient knowledge as to the varying architectural and engineering techniques that, together with the information on file with the agency, will make it possible for him to make a meaningful ranking.

S. Rep. No. 92-1219 at 8 (1972), *reprinted in* 1972 U.S.C.C.A.N., 4767, 477.

Our Office has previously considered the conduct of discussions in the context of A/E procurements, and confirmed the propriety of discussion questions which reasonably relate to a firm’s professional qualifications or to its proposed approach to the statement of work. See, e.g., *Mounts Eng’g, supra*; *ARTEL, Inc., supra*; *Trauner Consulting Servs.*, B-248805, Sept. 28, 1992, 92-2 CPD ¶ 211 at 1-2. We also have not objected to questions “specifically directed at obtaining clarification of . . . statement[s] in [a] protester’s SF-330 regarding staffing availability,” as is the case in the instant protest. See *HydroGeoLogic, Inc.*, B-311263 *et al.*, May 27, 2008, 2008 CPD ¶ 218 at 5-6; *ARTEL, Inc., supra*.

Importantly, our past decisions have routinely examined agencies’ evaluations of firms competing for A/E work where the final evaluation scores were comprised of protesters’ written submissions and oral presentations and found nothing objectionable about such an evaluation where it was consistent with the synopsis criteria. See, e.g., *Reid Planning, Inc.*, B-412942, July 8, 2016, 2016 CPD ¶ 202; *ARTEL, supra*. In contrast, we sustained protests where the agency’s evaluation relied entirely on results of the oral presentations, and effectively abandoned the protester’s written submissions. See *EBA Ernest Bland Assocs., P.C.*, B-404825.5, B-404825.6, Oct 11, 2011, 2011 CPD ¶ 212 at 5. This is clearly not the case here.

In our view, because discussions are a mandatory aspect of the evaluation and selection process in this A/E procurement, it is inherent that the content of discussions should be incorporated into the final rating of competing firms. Accordingly, we see no reason to believe that NASA disregarded the results of its initial evaluation of Accura’s written qualifications statement; rather, the agency used the information received during the oral presentation to supplement information provided in Accura’s SF-330 submission. Although the protester vigorously disputes the agency’s evaluation, we have no basis to object to NASA’s use of discussions here, and deny this protest ground.



## Evaluation of Past Performance

Accura also objects to the agency's evaluation of past performance. Protest at 10-13. The protester alleges that NASA favorably rated the awardee's past performance even though "Vanguard has never performed any relevant federal [A/E] work."<sup>9</sup> *Id.* at 2.

The agency disputes the allegations regarding Vanguard's past performance. While NASA acknowledges that it was not clear at the early evaluation stage whether the awardee performed sufficiently relevant past work, the agency notes that Vanguard provided additional information during oral presentations demonstrating the firm's relevant design-build experience. Accordingly, the agency contends that it reasonably assigned the firm's rating under this factor. MOL at 18.

The evaluation of an offeror's past performance is a matter within the discretion of the contracting agency, and we will not substitute our judgment for reasonably based past performance ratings. *SEI Grp., Inc.*, B-400829, Feb. 13, 2009, 2009 CPD ¶ 51 at 3. In reviewing a particular evaluation conclusion, we examine the record to determine whether the judgment was reasonable, adequately documented, and in accord with the evaluation criteria listed in the solicitation. *Id.* On the record before us, we find that NASA's evaluation of past performance provides no basis for us to sustain the protest.

The synopsis provided that when evaluating qualifications statements under the past performance factor, the agency would consider a "firm's past performance on the [identified past] projects . . . with respect to cost control, quality of work, and compliance with performance schedules." Synopsis at 33. In assessing past performance information, NASA could review "[g]overnment past performance databases (e.g., Federal Awardee Performance and Integrity Information System, . . . CPARS, etc.), and interviews with previous and current customers [as well as] consider the firm's past performance on projects other than those [identified by the firm] using other sources as described above." *Id.*

In performing its initial evaluation of Vanguard's qualifications statement under the past performance factor, the agency reviewed the CPARS information and noted that the identified records were specific to construction but that they did not include a category for design-build requirements. Supp. COS at 3. The SET then asked the contracting officer to "verify if the CPAR system included a category for design-build requirements." *Id.* The contracting officer confirmed that there is no specific design-

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<sup>9</sup> Accura also challenges the agency's evaluation of its own past performance, arguing that NASA unreasonably assigned it only 16 (out of 20) points under this factor. Protest at 12-13. We have reviewed the record, and find no reason to object to the agency's evaluation. Specifically, considering the protester's contractor performance assessment reporting system (CPARS) reports ratings of very good, with occasional excellent, some satisfactory, and one marginal, we find nothing unreasonable with NASA's rating here of 16 points. The protester's disagreement with the agency's evaluation does not render it unreasonable.

build North American Industry Classification System (NAICS) code but rather, design-build firms are classified under the general construction code NAICS 236220. *Id.* NASA explains that although individual evaluators differed in their assessment as to whether Vanguard had design experience, the SET reached a consensus that the 12 CPARS reports for which Vanguard was the prime contractor were relevant, and merited 12 percent (out of 20 possible percent) rating. *Id.* at 3-4.

Subsequently, during Vanguard's oral presentation, the company's chief executive officer (CEO) and program director represented that design-build projects account for 50 percent of Vanguard's revenue. *Id.* at 4. The CEO then highlighted Vanguard's specific design-build projects, related to hurricane recovery efforts in Florida, and supporting Air Force contracts. *Id.* at 4-5. After Vanguard's oral presentation, relying on the clarifications regarding the firm's past design-build projects, the SET upwardly revised its assessment of Vanguard's past performance. *Id.*

Accura vehemently disputes the agency's reevaluation, arguing that the agency failed to verify the information provided by Vanguard during the oral presentation. Resp. to Agency's Additional Briefing at 2-6. Accura also alleges that it called an Air Force contracting officer, who administered one of the alleged "design-build" projects discussed by Vanguard's CEO, and the contracting officer confirmed that the project "did not include design-build or architecture and engineering" services. *Id.* at 4. The protester alleges that it was unreasonable for NASA to upwardly revise Vanguard's past performance rating based on the "false" statements of the awardee. *Id.* at 2.

Based on our review of the record, we disagree. As noted above, the evaluation of past performance is within the discretion of the contracting agency, and there is generally no obligation for evaluators to contact firms' past performance references to verify the veracity of proposal information. See, e.g., *Geographic Res. Sols.*, B-260402, June 19, 1995, 95-1 CPD ¶ 278 at 4-5 (no requirement to verify past performance references while evaluating qualifications statements); see also *EA Engineering, Science, & Tech., Inc.*, B-417361, B-417361.2, June 13, 2019, 2019 CPD ¶ 218 at 11-12; *Roca Mgmt. Educ. & Training, Inc.*, B-293067, Jan. 15, 2004, 2004 CPD ¶ 28 at 5. Indeed, an agency may accept a firm's representations of its experience unless there is a reason to believe that the representations are inaccurate. *Geographic Res. Sols.*, *supra*. Here, there is no indication that Vanguard's representations during oral presentation were inaccurate, such as to alert the agency to contact the references on past projects.

We also agree with the agency that even if Vanguard had no relevant past performance information, it would have been assigned a moderate level of confidence rating under that factor, and Accura would be unable to demonstrate competitive prejudice. Prejudice is an essential element of every viable protest, and where none is shown or otherwise apparent, we will not sustain a protest, even if the agency's actions may arguably have been improper. *TELESIS Corp.*, B-299804, Aug. 27, 2007, 2007 CPD ¶ 150 at 7. Here, even if NASA assigned a neutral rating of 9 percent out of a possible

20 percent to Vanguard's past performance, the awardee's overall rating of 81 percent would still be higher than Accura's total rating of 77 percent.<sup>10</sup> Accordingly, because the protester has not demonstrated that it was prejudiced by NASA's evaluation of Vanguard's past performance, we find no basis to sustain the protest on this ground.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>10</sup> According to the scoring scheme provided by the agency, past performance was to be evaluated under a point score where a moderate level of confidence was to be afforded between 9 percent and 12 percent score. AR, Tab 6, Accura's Consensus Evaluation Sheet at 107. Anything below that score would receive a low, or very low, level of confidence. *Id.* A neutral score would thus need to total more than 8 percent to avoid unfavorable consideration.