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Decision

Matter of: Amentum Services, Inc.

File: B-422207.3; B-422207.4

Date: July 3, 2024

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Michael P. Price, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging the evaluation of offerors' past performance was unreasonable is denied where the record demonstrates the evaluation was reasonable and consistent with the terms of the solicitation.
2. Protest challenging the evaluation of the protester's technical approach is denied where the agency adequately documented its evaluation conclusions, and otherwise provided sufficient explanation of its decision not to assess strengths to the protester's technical approach.
3. Protest challenging the price realism analysis of the awardee's proposal is denied where the agency reasonably determined the awardee's proposed prices were consistent with, and would enable execution of, the awardee's proposed technical approach.
4. Protest challenging the best-value tradeoff determination is denied where the record demonstrates the agency performed a reasonable tradeoff analysis under the challenged evaluation criteria, and where the protester's argument is otherwise based on challenges to the underlying evaluation.
5. Protester's allegation of a conflict of interest based on the hiring of a former agency official by the awardee's subcontractor is denied where the record demonstrates the

official began working with the subcontractor after proposals were submitted, and therefore had no input into the awardee's approach or pricing.

DECISION

Amentum Services, Inc., of Chantilly, Virginia, protests the award of a contract to Vertex Aerospace, LLC, of Madison, Mississippi, under request for proposals (RFP) No. N0042122R0006, issued by the Department of the Navy, Naval Air Warfare Center Aircraft Division, for performance-based contractor logistics support services for F-5N/F aircraft at various installations. The protester primarily contends that the agency's evaluation of its past performance and technical volumes was unreasonable, that the agency unreasonably evaluated the awardee's past performance and price volumes, that the agency's best-value tradeoff decision was flawed, and that the agency's conflict of interest investigation with respect to the awardee was unreasonable.

We deny the protest.

BACKGROUND

The Navy issued the solicitation on September 13, 2022, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15, seeking proposals for organizational, intermediate, and depot level maintenance and contractor logistics support services for the Navy's F-5 adversary aircraft. Agency Report (AR), Tab 12, RFP at 1, 148; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 4.¹ The required maintenance and logistics support services will be performed at four primary sites: Yuma, Arizona; New Orleans, Louisiana; Key West, Florida; and Beaufort, South Carolina.² COS/MOL at 56. The agency anticipated awarding a single indefinite-delivery, indefinite-quantity (IDIQ) contract with an ordering period of 5 years, and a single 3-year option. RFP at 2.

The RFP advised that the Navy intended to award the contract to the offeror whose proposal provided the "best value" to the government, considering various evaluation factors, and defined the term "best value" to mean "the expected outcome of an acquisition that, in the [g]overnment's estimation, [would] provide[] the greatest overall benefit in response to the requirement." *Id.* at 140. In this regard, the RFP explained that a higher-priced proposal could be selected for award if the perceived benefits of the higher-priced proposal merited the additional price. *Id.*

¹ The RFP was amended seven times for various administrative and substantive changes. COS/MOL at 6-7. All citations to the RFP refer to amendment 0007 unless otherwise indicated. All citations to page numbers in this decision refer to the Adobe PDF page numbers of the documents provided unless otherwise indicated.

² The agency explains that it intends to relocate F-5 aircraft currently situated at Naval Air Station Fallon, Nevada, to the New Orleans and Key West sites. RFP at 148.

The RFP's evaluation factors were: (1) corporate experience; (2) past performance; (3) technical; and (4) price. *Id.* The RFP informed offerors that corporate experience was equal in importance to past performance, with both factors being more important than technical, which in turn was more important than price. *Id.* When combined, the non-price factors were significantly more important than the price factor. *Id.*

The RFP established a level of performance confidence rating scheme for the Navy's evaluation of the corporate experience and past performance factors. *Id.* at 141. In this regard, for both the corporate experience and past performance factors, offerors would receive a performance confidence rating of no confidence, limited confidence, neutral confidence, satisfactory confidence, or substantial confidence. *Id.* at 144. For the technical factor, the RFP provided for a color-coded and adjectival rating scheme. *Id.* at 143. Proposals could receive ratings of unacceptable, marginal, acceptable, good, or outstanding;³ proposals would also be assessed for risk under the technical factor, and could receive risk ratings of low, moderate, high, or unacceptable. *Id.* at 143-144. The RFP also provided definitions for various evaluation terms which would be used in determining the ratings to assign to a proposal under the non-price factors including, for example, defining the terms strength, risk reducer, weakness, recency, and relevant. *Id.* at 144-146.

The Navy received proposals from three offerors, including Amentum and Vertex, by the January 4, 2023, deadline for receipt of proposals. COS/MOL at 7; RFP at 1. The agency established teams to evaluate proposals under each of the evaluation factors. COS/MOL at 18. After the initial evaluation of proposals, the source selection advisory council (SSAC) recommended to the source selection authority (SSA) that a competitive range be established and discussions be conducted with two offerors, Amentum and Vertex. *Id.* at 20. The SSA concurred, and the agency entered into discussions with the offerors, providing each with evaluation notices (ENs), and establishing a deadline for receipt of final proposal revisions (FPRs) of August 31, 2023. *Id.*

After Amentum and Vertex submitted FPRs, the Navy's source selection evaluation board (SSEB)⁴ evaluated the FPRs, yielding the following final results:

³ The corresponding color codes for these ratings were: red, yellow, green, purple, and blue, respectively.

⁴ The SSEB was composed of a chair, assistant chair, procuring contracting officer, legal counsel, security officer, advisors, and team leaders; the team leaders headed the aforementioned evaluation teams under each of the evaluation factors. AR, Tab 4, SSEB Evaluation Plan at 6.

	Amentum	Vertex
Corporate Experience	Substantial Confidence	Substantial Confidence
Past Performance	Satisfactory Confidence	Substantial Confidence
Technical Rating	Good ⁵	Good
Technical Risk	Low	Low
Price	\$823,671,975	\$795,333,920

AR, Tab 29, SSEB Report Revision at 98. Based on its review of the evaluation results documented by the SSEB, the SSAC recommended to the SSA award of the contract to Vertex, based on the conclusion that Vertex’s proposal would be most advantageous to the government. AR, Tab 39, Source Selection Decision Memorandum (SSDM) at 2. In reviewing the SSEB’s findings and the SSAC’s recommendation, the SSA considered the fact that Vertex had no documented adverse past performance, concluding Vertex had a “slight advantage” under the past performance factor, which was equally as important as the corporate experience factor. *Id.* The SSA also noted Vertex’s “slight advantage” under the risk component of the technical factor due to certain certifications held by proposed personnel, and also noted Vertex’s advantage under the price factor. *Id.* at 3. The SSA concluded that it could not find “any aspect or combination of aspects in the non-[p]rice factors of Amentum’s proposal that would merit any price premium over Vertex’s proposed price.” *Id.* Accordingly, Vertex’s lower priced proposal was identified as the best value to the government and selected for award on October 26. COS/MOL at 22.

On November 15, after a post-award debriefing was timely requested and received, Amentum filed with our Office a timely protest of the contract award to Vertex. COS/MOL at 22. Among the protest grounds were challenges to the Navy’s evaluation of proposals and an allegation of a conflict of interest with respect to Vertex, primarily on the basis that one of the employees of a proposed Vertex subcontractor, Tactical Air Support, Inc. (TacAir), was a former Navy acquisition official who had access to competitively useful information that created at least an appearance of a conflict of interest. *Amentum Services, Inc.*, B-422207, B-422207.2, Dec. 13, 2023 (unpublished decision) at 1. In response, the agency elected to take corrective action and pledged to “conduct[] a comprehensive review and investigation” of the alleged conflict of interest raised, and reserved “the right to take any other corrective action as deemed appropriate.” *Id.* at 1-2. Our Office accordingly dismissed the protest as academic on December 13. *Id.*

⁵ Amentum’s proposal initially received a rating of outstanding under the technical factor; however, the SSEB later determined the protester’s proposal merited a rating of good. The Navy’s decision to decrease Amentum’s technical rating was challenged by the protester and is discussed below.

After completing its investigation and analysis of the alleged conflict of interest, the Navy determined no conflict existed, and reaffirmed its decision to award the contract to Vertex on March 21, 2024. Amentum timely filed the instant protest with our Office on March 26. Protest at 1.

DISCUSSION

Amentum raises various challenges to the Navy's evaluation of proposals under the past performance, technical, and price factors, as well as the best-value determination, and further challenges the agency's conflict of interest investigation. Protest at 33-67. We discuss the protester's arguments in turn below. While our decision does not address every argument raised by the protester, we have considered them all, and find none afford a basis on which to sustain the protest.⁶

Past Performance Evaluation

Amentum raises challenges to the Navy's past performance evaluation of both its own and Vertex's proposal. We consider each of those challenges below.

Past Performance of Amentum

Amentum argues the Navy's evaluation of its proposal under the past performance factor was flawed in multiple respects. The protester contends that the agency unreasonably relied on a draft contractor performance assessment report (CPAR) assessing Amentum's performance on the incumbent contract, improperly concluded that the protester had not demonstrated "systemic improvement" in its performance under the incumbent contract, and unreasonably failed to consider past performance information regarding a follow-on, interim or "bridge" contract to the incumbent contract. Protest at 40-47; Supp. Comments at 3-7. We provide background on the RFP requirements and the agency's evaluation before turning to the merits of each argument.

The evaluation of an offeror's past performance, including the agency's determination of the relevance and significance of an offeror's performance history, is a matter of agency discretion, which we will not find improper unless it is inconsistent with the solicitation's evaluation criteria. *Duluth Travel, Inc.*, B-410967.3, June 29, 2015, 2015 CPD ¶ 207 at 4. In addition, the relative merits of an offeror's past performance information is generally within the broad discretion of the contracting agency. See *Paragon Tech. Grp., Inc.*, B-407331, Dec. 18, 2012, 2013 CPD ¶ 11 at 5. A protester's disagreement

⁶ The protester initially raised two additional protest grounds, including that the agency failed to engage in meaningful discussions with respect to the past performance evaluation, and that the awardee's use of TacAir as a subcontractor in itself created an unmitigable organizational conflict of interest. Protest at 33-36, 60-63. The protester later withdrew these allegations. Comments & Supp. Protest at 2 n.2.

with the agency's judgment does not establish that the evaluation was unreasonable. *FN Mfg., LLC*, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7.

As relevant here, the RFP instructed offerors to identify all relevant contracts, or portions of relevant contracts, with performance that occurred within 5 years of the due date for receipt of proposals. RFP at 124. The RFP defined "relevant" performance as that which "involved similar scope and magnitude of effort and complexities" as the current solicitation required, where performance involved aircraft maintenance on 30 or more military aircraft with a period of performance greater than one year. *Id.* at 146.

The solicitation advised that the Navy would evaluate the offerors' "demonstrated past performance in delivering quality products and services similar to the solicitation requirements," considering the performance areas of "[t]echnical,⁷ [s]chedule, [c]ost, [m]anagement, and [s]mall [b]usiness [u]tilization." *Id.* at 141. The RFP also stated that "only performance on recent and relevant contracts will be considered in the evaluation." *Id.* The RFP provided that any problems on prior contracts would be considered to still exist, but that "consideration for discounting problems may be given when those problems are addressed through demonstrated systemic improvement." *Id.*

The record demonstrates that Amentum submitted six contract references in its past performance volume, all of which the Navy considered to be relevant. The agency's past performance evaluation team (PPET) also identified two additional contract references not submitted in the protester's proposal, referred to by the agency as contract reference "P7" and "P8." AR, Tab 29, SSEB Report Revision at 11. The agency found both of these contracts "close at hand, as they were PMA-226 contracts."⁸ *Id.* The P8 contract, which was the incumbent contract for the same F-5 aircraft maintenance services being procured here, had a period of performance from August 1, 2021, through January 31, 2023, and was considered relevant. *Id.* at 10-11. The P7 contract was a bridge contract performed after the P8 contract.⁹ *Id.* While the P7 contract had a period of performance of January 31, 2023, through March 31, 2024, the agency did not consider it relevant because when the agency conducted its evaluation

⁷ The parties reference this performance area using interchangeably the terms "technical" and "quality."

⁸ PMA-226 refers to the Department of the Navy's Specialized and Proven Aircraft Program Office, which oversees platforms such as the F-5 and F-16 adversary aircraft. The record demonstrates that the P7 and P8 contracts both involved F-5 adversary squadron maintenance, that is, the same services subject to this procurement. AR, Tab 29, SSEB Report Revision at 10.

⁹ The incumbent P8 contract was actually the first "bridge" contract in this procurement, with a "second bridge," the P7 contract, subsequently awarded with a period of performance from January 31, 2023, through March 31, 2024. This decision will refer to the first "bridge" P8 contract as the incumbent or predecessor contract and the "second bridge" P7 contract as simply the "bridge" contract. COS/MOL at 5.

of proposals in October 2023, performance on P7 had occurred for less than one year. *Id.*

In assessing past performance, the agency noted that a draft CPAR for the P8 contract had marginal ratings for both the quality and schedule performance areas. *Id.* at 35. With respect to technical performance, the CPAR stated that quality of service was measured using a sortie completion rate (SCR) metric, and that Amentum had failed to meet the required monthly 95 percent SCR per site at the Key West location. *Id.* For the schedule performance, the CPAR explained that performance was measured using the mission capable (MC) metric and that Amentum had not met the required monthly 80 percent MC per site at Key West as well.¹⁰ *Id.*

During discussions, the Navy provided Amentum an evaluation notice (EN) and attached the draft CPAR for the P8 contract. AR, Tab 18, Amentum EN and Response at 1. The agency explained that the draft CPAR “outlines problems in the areas of [q]uality and [s]chedule.” *Id.* The agency requested that Amentum respond to this adverse information and asked the protester to “explain any metrics or improvements that have been implemented. Provide quantifiable evidence or metrics that substantiate claims of improvement and demonstrate how the past problems will not occur on this contract.” *Id.*

Amentum responded to the EN with several points. First, the protester noted that, during the middle of the period of performance of contract P8, it had acquired the company that was previously performing under the contract.¹¹ The protester explained that from the beginning of performance in August 2021 until the acquisition date of February 2022, it had “no knowledge of or influence on the contractor’s performance.”¹² *Id.* at 6. The protester then provided a narrative of improvements made since it took over performance of contract P8, and various metrics that allegedly demonstrated improvements. For example, under the quality performance area, the protester explained that it replaced various key personnel managers and supervisors at the Key West location and was able to improve the SCR metric at that location to above the required 95 percent standard. *Id.* 7-9. To demonstrate this improvement, the protester

¹⁰ The SCR identifies the percent of total sorties (defined as a scheduled flight by one aircraft) scheduled, minus the sorties canceled for non-contractor related causes. AR, Tab 1, Incumbent Contract Performance Work Statement (PWS) at 22. The MC rate is a percentage of the total aircraft available for flight. *Id.* at 21.

¹¹ The previous contractor was Pacific Architects and Engineers, LLC, which was acquired by Amentum in February 2022.

¹² The protester also explained that it did not submit this contract reference with its initial proposal because it believed the contract did not meet the solicitation’s relevancy definition. AR, Tab 18, Amentum EN and Response at 7. Amentum reasoned that because it had only been performing on the contract from February 2022, the time of its acquisition of the prior contractor, through January 2023, Amentum itself had performed the contract for less than the 1-year relevancy standard established by the RFP. *Id.*

included SCR metric data from the entire period of performance on contract P8, as well as data from the period of performance of the follow-on P7 bridge contract. *Id.* As another example of quality improvement, the protester explained that since February 2022, it was able to establish an entirely new site, moving F-5 flight operations from Fallon, Nevada, to New Orleans, Louisiana. *Id.* at 11. The protester also provided responses to nine corrective action requests contained in the draft CPAR, as well as the results and impact of the corrective action undertaken. *Id.* at 13-17.

With regard to the schedule area of performance, Amentum provided a narrative and metrics documenting its improvement in MC rates, specifically addressing schedule concerns at the Key West site. *Id.* at 21. The protester explained that across all geographic sites, it was able to maintain an MC rate above the 80 percent standard, and specifically discussed its actions to change the culture and key personnel at the Key West site. *Id.* at 20-21. The protester also provided a narrative documenting its systemic improvements under the schedule area, specifically noting its increased corporate involvement in day-to-day operations. *Id.* at 19. Finally, the protester provided evidence of improvement detailing that, at the government's request, it was able to develop a plan to complete certain time-based aircraft inspections, referred to by the parties as "1200-hour inspections," [DELETED], instead of having these inspections take place at the Navy's Fleet Readiness Center Southeast; in this regard, the protester explains it achieved improvements in the schedule performance area. *Id.* at 21-22.

In its final evaluation of Amentum's past performance, the PPET documented several positive findings associated with the protester's six submitted contract references across the various performance areas. AR, Tab 29, SSEB Report Revision at 29-35. With regard to the P8 incumbent contract, the PPET noted that despite the protester's claims of systemic improvement in response to the EN, there were still problems with the metrics under the quality and schedule performance areas. *Id.* at 35.

Specifically, the Navy noted that Amentum's performance at the Key West location failed to meet the monthly 95 percent SCR standard and the monthly 80 percent MC rate for the performance period of the P8 contract. *Id.* The PPET's conclusions were supported by conversations with the CPAR assessing official for the P8 contract, who had also received and reviewed Amentum's EN responses. AR, Tab 36, PPET Lead Decl. at 2; AR, Tab 37, CPAR Assessing Official Decl. at 2. While acknowledging improvement in some other performance areas, the agency found that the protester failed to demonstrate that the implemented improvements completed during the P8 period of performance "successfully corrected the problems noted on the draft CPAR," including in the areas of quality and schedule, and that overall, "systemic improvement was not demonstrated because the period of performance on [contract reference] P8 ended." AR, Tab 29, SSEB Report Revision at 35-36. The agency also clarified with the CPAR assessing official that the marginal ratings for quality and schedule would not

change despite the information that Amentum had provided.¹³ AR, Tab 37, CPAR Assessing Official Decl. at 2.

Further, the agency explained that follow-on contract reference P7 “was considered not relevant because the period of performance was under one year.” AR, Tab 29, SSEB Report Revision at 35. The agency therefore did not consider Amentum’s performance on the P7 contract when evaluating whether Amentum had demonstrated systemic improvement in the quality and schedule performance areas identified in the CPAR. Accordingly, based on these conclusions and in conjunction with all of the contract references submitted and evaluated, the PPET assigned the protester’s proposal a rating of satisfactory confidence under the past performance factor. *Id.* at 36.

As stated above, the protester challenges the Navy’s assessment of this rating. Amentum first contends that it was unreasonable for the agency to utilize and rely on a draft CPAR in evaluating past performance. The protester asserts that the draft CPAR did not reflect the final ratings that Amentum would receive for its performance of the P8 contract and that the CPAR assessing official indicated that they were considering changing some of Amentum’s ratings. Comments & Supp. Protest at 6; Supp. Comments at 3. The agency responds that it reasonably considered the draft CPAR in its past performance evaluation and confirmed with the CPAR assessing official that the ratings would not change in the two areas of focus, quality and schedule. Supp. MOL at 5-7.

Based on our review of the record, we find reasonable the Navy’s evaluation of Amentum’s past performance with respect to the P8 contract and the use of the draft CPAR. The record demonstrates that the agency provided the protester with the opportunity to respond to adverse past performance information in the draft CPAR that became known to the agency due to the protester’s performance on the incumbent contract. The agency considered the protester’s responses and determined that while some of the adverse performance information was addressed and CPAR rating information would accordingly be adjusted, adverse performance in the areas of quality and schedule still persisted and the CPAR would still reflect a rating of marginal for these areas. While the CPAR assessing official did indicate that some of Amentum’s ratings in the draft CPAR might change, the agency confirmed with the official that the marginal ratings for these two areas would remain. Accordingly, this protest ground is denied.

Amentum also argues that the agency unreasonably concluded that Amentum had not demonstrated systemic improvement on the P8 contract. Protest at 40. In this regard,

¹³ The CPAR assessing official did say that he was considering elevating Amentum’s ratings for cost control and management to very good. AR, Tab 37, CPAR Assessing Official Decl. at 2. The official also confirmed that the final CPAR reflected marginal ratings for the quality and schedule performance areas. *Id.* at 3.

the protester argues that the SCR and MC metrics it submitted demonstrated improved performance under the quality and schedule benchmarks. *Id.* at 39-40.

The agency argues that the protester did not demonstrate systemic improvement on contract reference P8 within the period of performance of that contract. COS/MOL at 32. In this regard, the agency maintains that the metrics submitted by the protester, still demonstrate that the protester failed to meet certain metric benchmarks in August 2022, November 2022, December 2022, and even January 2023, which was the final month of the contract's period of performance. *Id.* at 36-38.

We find the Navy's consideration of the metrics submitted by Amentum to be reasonable. In accordance with the PWS for the incumbent contract, Amentum was required to maintain a monthly MC rate of 80 percent per site, and a monthly SCR of 95 percent per site, with metrics captured in a monthly sortie completion report. AR, Tab 1, Incumbent Contract PWS at 21-22. The metrics submitted by the protester demonstrate that at the Key West site, even after Amentum's acquisition of the prior contractor in February 2022, Amentum failed to meet the 80 percent MC rate on nine occasions and failed to meet the 95 percent SCR on five occasions.¹⁴ AR, Tab 18, Amentum EN and Response at 9, 20.

Amentum argues that on average, across all months of the P8 contract period of performance, it did meet the SCR benchmark. In a similar vein, the protester argues that program-wide, it did meet the MC rate, and it was only at a single site, Key West, where the benchmark was not consistently met. The protester contends that this met the requirements of the P8 contract's quality assurance surveillance plan (QASP), which stated that the SCR requirements had to be met "95 [percent] of the time" and the MC requirements met "80 [percent] of the time." Supp. Comments at 5-6; AR, Tab 2, Incumbent Contract QASP at 3. The agency maintains that the correct metric is the one in the P8 contract's PWS, which stated that the contractor "shall meet a [s]ortie [c]ompletion [r]ate (SCR) of 95 [percent] per site" and submit a monthly sortie completion rate report, and "shall maintain a monthly mission capable (MC) rate of 80 [percent] per site." AR, Tab 1, Incumbent Contract PWS at 21-22.

Based on our review of the record and given the description of the required metrics in the P8 contract's PWS, we find the agency reasonably determined the protester did not meet the requirements on a monthly, per site, basis. The QASP generally refers to meeting the requirements 95 percent (for the SCR) and 80 percent (for the MC) of the time, but the PWS expressly states that these metrics shall be met on a monthly and site-specific basis. We therefore find that the agency reasonably relied on the standards in the PWS when assessing Amentum's performance. The record demonstrates that the agency considered the protester's responses with respect to the

¹⁴ The protester does note that management of the contract "formally" moved to the protester from Pacific Architects in late May 2022; notwithstanding that assertion, the protester still did not meet the required metrics on multiple occasions. AR, Tab 18, Amentum EN and Response at 9.

P8 contract, and we find the agency reasonably concluded that the responses did not demonstrate systemic improvement in the quality and schedule areas.¹⁵

The protester also asserts that the agency improperly rejected additional evidence of systemic improvement where it did not consider the narrative and benchmark metric information detailing the protester's performance on the P7 "bridge" contract, on the basis that the bridge contract was determined not to be relevant. Protest at 42-43. The agency contends that by the terms of the solicitation, it could not consider the P7 contract reference, because that contract did not meet the solicitation's relevancy criteria. COS/MOL at 41-44. The agency also argues that at any rate, Amentum failed to demonstrate prejudice because even if it considered the P7 contract reference, Amentum would still have adverse past performance information in the form of two marginal ratings for quality and schedule on the P8 contract and the awardee would therefore still have an advantage under the past performance factor because it demonstrated no adverse past performance. *Id.* at 53.

We agree with the agency and find that the protester has not demonstrated that the Navy's decision not to consider contract reference P7 resulted in competitive prejudice. Competitive prejudice is an essential element of any viable protest. *Armorworks Enters., LLC*, B-400394.3, Mar. 31, 2009, 2009 CPD ¶ 79 at 3. Our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions, that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Raytheon Co.*, B-409651, B-409651.2, July 9, 2014, 2014 CPD ¶ 207 at 17.

The record demonstrates that the agency reasonably found the protester to have adverse past performance information associated with contract reference P8 because it failed to meet certain required benchmark metrics in the performance areas of quality and schedule. In making the source selection decision, the SSA explained that Vertex had an advantage over Amentum under the past performance factor "because [Vertex's] portfolio of contract references demonstrate[d] no adverse past performance." AR,

¹⁵ The protester also argues that its response to the EN included an explanation of conditions out of its control that negatively impacted its performance metrics, including a "backlog" in depot level maintenance and delayed turn-around time of aircraft due to aircraft 1200-hour inspections, that the agency unreasonably failed to consider. Protest at 39. The protester further contends that its EN response addressed those conditions anyway, despite them being outside of the protester's control, including its deployment of maintenance experts to assist with agency backlogs, and the implementation of a program to complete 1200-hour inspections at the organizational site level, as opposed to the depot level. However, the agency explains that aircraft maintenance and inspections at the depot level would not be counted against the protester's MC rate, because, in accordance with the definition of MC rate in the incumbent contract PWS, aircraft undergoing depot maintenance or inspections are not considered part of the MC rate. COS/MOL at 39. Based on our review of the record, we find no basis to question the agency's explanation in this regard.

Tab 39, Source Selection Decision Memo at 2. Accordingly, even if the agency considered performance information from contract reference P7 and found that the information demonstrated systemic improvement, the adverse performance information associated with contract reference P8, including two ratings of marginal, would remain, while the awardee's proposal was found to contain no adverse performance information. Because this discriminating information would remain, the SSA's reasoning associated with its trade-off under this factor would remain unchanged, and the protester thus would not have had a substantial chance of receiving the award, even if the agency's actions were erroneous.¹⁶ Accordingly, this protest ground is denied.

Past Performance of Vertex

Amentum argues that the Navy unreasonably evaluated Vertex's proposal under the past performance factor. The protester contends that the solicitation required the agency to evaluate the past performance of all "principal entities," and that the awardee's proposed subcontractors met the solicitation's definition of "principal entities." Comments & Supp. Protest at 15. Amentum maintains that because the awardee failed to submit relevant contract references for its proposed subcontractors, the agency's evaluation was inconsistent with the terms of the solicitation.¹⁷ *Id.* at 14.

As previously stated, the evaluation of an offeror's past performance, including the agency's determination of the relevance and significance of an offeror's performance history, is a matter of agency discretion, which we will not find improper unless it is inconsistent with the solicitation's evaluation criteria. *Duluth Travel, Inc., supra.*

Here, the RFP provided that the Navy "will evaluate the [o]fferor's and (if applicable) its 'principle entities' . . . demonstrated past performance[.]" RFP at 141. The solicitation defined principle entities as: "(a) the [p]rime [c]ontractor; (b) JV Team Members; (c) other entities that are proposed to perform at least 20 [percent] of the proposed total

¹⁶ The protester also argues that the P7 contract was too "close at hand" and the agency therefore was required to consider it. Protest at 40-47; Supp. Comments at 3-7. We have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on an offeror's past performance when it is "too close at hand" to require the offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. *Knowlogy Corp.*, B-416208.3, Dec. 20, 2018, 2019 CPD ¶ 47 at 5. Because we find that the protester cannot demonstrate prejudice even if the agency erred in failing to consider this contract, we also deny the protester's argument that the agency had to consider it because it was too close at hand.

¹⁷ Amentum also raised a supplemental protest ground challenging the agency's relevancy determination with respect to one of the awardee's contract references. Comments & Supp. Protest at 11-12. After the agency responded to this argument in the supplemental agency report, the protester withdrew this ground of protest. Supp. Comments at 2 n.4.

price for the contract; or (d) entities that are proposed to perform a critical function in the performance of the resulting contract.” *Id.* at 146. The solicitation noted that “[c]ritical functions include [e]ngine [m]aintenance.” *Id.*

The record demonstrates that the Navy evaluated past performance contract references with respect to only Vertex, and not with respect to Vertex’s subcontractors, [DELETED] and [DELETED]. AR, Tab 29, SSEB Report Revision at 12-14. The SSEB report indicated that Vertex had proposed that [DELETED] would perform [DELETED] percent of the total proposed price. *Id.* at 6. However, the awardee’s FPR indicated that [DELETED] was proposed to complete [DELETED] percent of the total proposed price and that [DELETED] was not a principal entity. AR, Tab 21, Vertex FPR Vol. 1 at 4. The awardee’s FPR also stated that [DELETED] was proposed to perform [DELETED] percent of the awardee’s total proposed price. The awardee indicated that [DELETED] would “provide staffing for” [DELETED] positions, including [DELETED] at each of the four sites. *Id.* at 3. The agency explained that these positions allowed for “[DELETED]” for [DELETED]. AR, Tab 29, SSEB Report Revision at 80.

The protester argues that both subcontractors should have been considered principal entities that were required to submit past performance information because [DELETED] was proposed to perform more than 20 percent of the total proposed price and [DELETED] was proposed to perform a critical function. The Navy contends that neither subcontractor was a principal entity. In this regard, the agency maintains that the [DELETED] percent number for [DELETED] in the SSEB was a “scrivener’s error” and that the awardee’s FPR confirmed that [DELETED] would perform under 20 percent of the total proposed price. Supp. MOL at 20-22. With regard to [DELETED], the agency asserts that the proposed subcontractor would not be performing a “critical function” and therefore was not a principal entity. *Id.* at 22.

Here, we find that the agency reasonably concluded that both subcontractors were not principal entities. With regard to [DELETED], the awardee’s FPR indicates that the subcontractor would perform [DELETED] percent of the total price for the contract. The protester argues that “[t]he Navy has not shown why it accepted that number” but has not identified any reason why the agency should have rejected that number. Supp. Comments at 8. The protester does not dispute that the FPR indicated [DELETED] would perform under 20 percent of the total proposed price. Accordingly, we find no basis to question the agency’s acceptance of the information proposed by the awardee in its FPR.

We also find that the Navy reasonably concluded that [DELETED] was not a principal entity on the basis that it would not be performing a “critical function.” Amentum argues that the [DELETED] personnel proposed would serve a critical function because the Navy awarded Vertex a strength based on the use of these personnel, and because the agency made these positions “a contractual requirement,” consistent with the terms of the solicitation. *Id.* However, we agree with the agency that the protester has not demonstrated why use of [DELETED] personnel constitutes a critical function for purposes of this contract. More specifically, the record demonstrates these [DELETED]

positions were surplus to contract requirements for additional maintenance support, beyond the standard maintenance technicians required at each site, and these personnel were to serve as [DELETED] with respect to only one aspect of aircraft maintenance [DELETED]. Further, the [DELETED] personnel--[DELETED] per site--were proposed in addition to approximately 100 other maintenance and logistics employees that would be provided by Vertex at each site. See AR, Tab 23, Vertex Manning Chart. Therefore, we agree with the agency's conclusion that [DELETED] would not be performing a critical function under the contract, and thus should not be considered a principal entity.

Accordingly, we find the agency's decision not to evaluate, or require Vertex to submit, past performance information for either of its proposed subcontractors was reasonable. This protest ground is denied.

Technical Evaluation

Amentum argues the Navy's evaluation of technical proposals was flawed in multiple respects. The protester challenges the agency's determination that various aspects of its proposal did not merit strengths and also contends that the agency unreasonably decreased Amentum's rating under this factor and irrationally determined that Amentum's three strengths were equal to the awardee's one strength.

The evaluation of an offeror's proposal is a matter within the agency's discretion. *CASS Prof'l Servs. Corp.*, B-415941, B-415941.2, Apr. 27, 2018, 2018 CPD ¶ 163 at 6. In reviewing protests of an agency's evaluation of an offeror's technical proposal, 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. *ASRC Fed. Tech. Sols., LLC*, B-421750, Sep. 21, 2023, 2023 CPD ¶ 245 at 5. A protester's disagreement with the agency's evaluation, without more, is not sufficient to render the evaluation unreasonable. *Id.*

Further, our decisions consistently have explained that we will not limit our review to contemporaneous conclusions, but also will consider post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, when those explanations are credible and consistent with the contemporaneous record. *Teya Enterprises, LLC*, B-420907, Oct. 24, 2022, 2022 CPD ¶ 266 at 5 n.6. Agencies are not required to document every aspect of their evaluations or to explain why a proposal did not receive a strength for a particular

feature. *Candor Sols., LLC*, B-417950.5, B-417950.6, May 10, 2021, 2021 CPD ¶ 199 at 7 n.7.

The Agency Failed to Recognize Certain Strengths in Amentum's Proposal

The protester contends that its proposed use of [DELETED], and its proposed web-based information system/management information system¹⁸ merited strengths. Comments & Supp. Protest at 23-30. Identifying various aspects of the solicitation that its proposed capabilities purportedly exceeded, or areas in which its proposed capabilities could reduce risk, the protester argues that the agency's conclusions to the contrary were unreasonable, and that the post-protest explanations offered by the agency explaining why strengths were not assigned should be afforded little weight. *Id.* at 25, 29.

The Navy contends that it reasonably evaluated Amentum's proposal in a manner consistent with the terms of the solicitation. COS/MOL at 55. The agency argues that the protester's proposal provided "sparse information" regarding the use of [DELETED], and that its contemporaneous documentation and post-protest declarations were sufficient to demonstrate its decision not to assess the protester's proposal a strength for this proposed capability. *Id.* at 56. Similarly, the agency argues that the protester's proposed management information system did not warrant a risk reducer, and that the protester's argument represents mere disagreement with its judgment. *Id.* at 66.

Under the technical factor, the RFP provided that the Navy would evaluate proposals to determine offerors' understanding of, approach to, and ability to meet the solicitation requirements; the evaluation would include an assessment of compliance with the solicitation requirements, as well as the risk associated with offerors' approaches. RFP at 142. Offerors were instructed to address the following areas in their technical volumes: (1) transition phase-in plan; (2) key personnel; (3) manning approach; (4) management information system; (5) supporting multiple detachments; (6) supply chain management; and (7) small business management. *Id.* at 127-131. Offerors were also instructed to identify "any proposed capability, approach, or feature that exceed[ed] a requirement or provide[d] merit associated with a performance or operational benefit to the [g]overnment," and also identify "any proposed capability, approach, or feature that reduces risk inherent in the program." *Id.* at 127.

Under the supporting multiple detachments component of the technical factor, offerors were instructed to "[d]escribe the approach for maintenance and logistics support for base operations" at the various Navy installations, while "simultaneously supporting up to two (2) detachments from each site." *Id.* at 129. In this regard, offerors were required to explain how "detachment support structure and personnel will interface and integrate with the primary operating sites and the contractor's home office" in areas such as maintenance support, logistics support, quality assurance and oversight, and

¹⁸ This system will be referred to as the protester's "management information system" for consistency.

maintenance support for issues that occur which are beyond the capability of the on-hand detachment. *Id.*

As part of its approach for maintenance and logistics support, the protester identified “[DELETED]” as a capability that exceeded the requirements of the solicitation and reduced risk. AR, Tab 7, Amentum Proposal at 288. The protester explained that its [DELETED] enabled certified personnel to have [DELETED] and allowed for [DELETED] to off-station subject matter experts for guidance on maintenance issues outside technical manual repair capabilities. *Id.* This capability, according to the protester, benefited the government by reducing delayed maintenance due to repair requirements that were outside the scope of technical manuals, increased aircraft availability, and increased quality oversight capabilities at detachment locations, among other proposed benefits. *Id.*

The Navy considered Amentum’s proposed capability using [DELETED] in its technical approach evaluation and determined the capability was not a strength or risk reducer. AR, Tab 29, SSEB Report Revision at 54. In this regard, the agency concluded the protester’s approach to supporting multiple detachments “adequately described” how it would interface with primary operating sites and the contractor’s home office and recognized that the protester had proposed the use of [DELETED] to assist in supporting multiple detachments in this regard. *Id.* at 60-61. However, the Navy’s technical evaluation team (TET) concluded that the use of [DELETED] was “a normal business practice,” and therefore not a risk reducer or strength. *Id.* at 54.

In response to the protest, the Navy’s TET lead elaborated on the decision not to award Amentum’s proposal a strength for this feature. AR, Tab 38, TET Lead Decl. at 2-3. The TET lead stated that “little data was provided” on the proposed capability, and that without further explanation, the TET had questions about how the capability would be used. *Id.* at 3. The TET lead also explained that the proposed use of the [DELETED] contemplated repairs “outside of the technical manual capabilities,” which would not be allowed outside of government approval, and that the use of the [DELETED] would also likely be precluded by the Navy’s network security posture. *Id.* Finally, the TET lead asserted that Amentum’s discussion of the benefit to the government in its proposal failed to address “the actual impact” the [DELETED] would have, by not identifying, for example, an estimate of time saved, amount of money saved, or other similar metrics. *Id.*

Here, we find no basis to question the Navy’s decision not to assess Amentum’s proposal a strength for its proposed use of [DELETED]. The Navy’s post-protest explanations are credible, and otherwise fill in unrecorded details in its evaluation of Amentum’s proposal. The solicitation required offerors to “explain the benefits to the [g]overnment in technical terms and the degree of impact which it will have to performance, operations, and/or risk.” RFP at 127. The agency explained why it did not believe the protester’s proposed use of [DELETED] rose to the level of a strength, in part because the proposed use of [DELETED] did not contain sufficient discussion of the impact on performance, operations, or risk. We find the agency’s explanation

reasonable, and further find no basis to question the decision not to assess a strength or risk reducer for this capability.

With regard to Amentum's argument concerning its proposed management information system, the RFP provided that under the transition phase-in component of the technical factor, offerors were required to describe their approaches to initiating the program. RFP at 127. This included developing a plan of action and milestones for actions that would be required to begin performing the contract in accordance with the solicitation's requirements, such as obtaining base access and leasing of facilities. RFP at 127-28.

Amentum's proposal described its phase-in plan and included capabilities that it believed would exceed the requirements of the solicitation or reduce risk. AR, Tab 7, Amentum Proposal at 201. The protester noted key management information system implementation would start [DELETED]. *Id.* The protester explained that incumbent access to the information system would allow for earlier adoption of the system, which in turn would give [DELETED] to the government and centralize [DELETED], among other proposed benefits. *Id.* The protester stated that this would additionally benefit the government by providing a "[s]treamlined, low-risk" web-based information system, "24/7/365," *i.e.*, 24-hours a day, 7-days a week, 365-days a year, access to program information, and parts forecasting. *Id.*

The Navy considered Amentum's proposed approach to implement its management information system elements [DELETED] to award. AR, Tab 29, SSEB Report Revision at 50. The TET concluded that the proposed benefits of early implementation of the information system were normal business practices, and therefore did not represent a risk reducer or strength. *Id.* In response to the protest, the TET lead also addressed the agency's decision not to award a strength for this feature of Amentum's proposal. The TET lead stated that the proposed benefits "are not unique features" and instead are industry standard for aircraft maintenance support services. AR, Tab 38, TET Lead Decl. at 4. The TET lead also noted that while Amentum would have its system in place already due to its incumbent status, this was not necessarily a strength or risk reducer, because integration of new systems by non-incumbents has not historically been an area of issue, and further, the incumbent's system would be in place already (regardless of who was awarded the contract). As a result, the transition period would allow the new awardee time to get its system in place and verified, with the incumbent's system functioning in the interim. *Id.*

On this record, we find no basis to question the Navy's decision not to assess Amentum's proposal a risk reducer for this aspect of its proposal. The agency reasonably explains that [DELETED] implementation of a management information system was not an area historically associated with much risk, so the protester's proposal to utilize its own system--which is currently in place--did not rise amount to a risk reducer. This is especially true given the agency's statement that any awardee would have time to get its own system in place during the transition period contemplated by the solicitation. In effect, the protester disagrees with the agency over the degree to which its early implantation of a management information system would provide a

benefit to the government. We find the agency has sufficiently explained why this proposed capability did not merit a risk reducer, and this protest ground is accordingly denied.

Reduction of Amentum's Technical Factor Rating and Comparison of the Offerors' Strengths

Amentum argues that the Navy's technical evaluation was flawed in two additional respects. First, the protester argues that the agency unreasonably decreased its technical rating from outstanding to good, without adequately documenting the basis for its decision. Comments & Supp. Protest at 21-22. The protester contends that the only explanation for lowering the protester's technical rating was one conclusory sentence in the SSEB report, which was unreasonable in part because the SSEB appeared to simply "accept the suggestion made by the SSAC," without altering its underlying qualitative analysis of the protester's technical approach. *Id.* at 22. Second, the protester contends that the agency unreasonably concluded, without adequate explanation, that the protester's three assigned strengths were "essentially equal" to Vertex's single assigned strength under the technical factor, as documented by the SSAC and confirmed by the SSA.¹⁹ *Id.* at 20.

The Navy contends that its decision to reduce Amentum's technical evaluation rating from a rating of outstanding to good was reasonable and adequately supported by the record. Supp. MOL at 25. Similarly, the agency argues that it properly documented the tradeoff analysis comparing the technical strengths assessed to both Amentum and Vertex. *Id.* at 29. With respect to both of these arguments, the agency argues that the protester "merely disagrees with the Navy's judgment," and that this disagreement is an insufficient basis on which to sustain the protest. *Id.*

In its evaluation of proposals, the SSEB initially assigned Amentum's proposal a rating of outstanding under the technical factor. AR, Tab 26, Initial SSEB Report at 67. The agency explained that the proposal indicated "an exceptional approach and understanding of the requirements and contain[ed] multiple strengths." *Id.* The agency further noted that its "comprehensive evaluation of the [o]fferor's proposal against the requirements of the RFP resulted in three (3) [s]trengths, and no [u]ncertainties or [d]eficiencies," and then described the three strengths assigned to the protester's proposal in the areas of [DELETED]. *Id.* The agency also documented three risk reducers associated with the protester's proposal, including one for the protester's proposed approach of using [DELETED]. *Id.*

After the SSAC met to review the SSEB's findings and conduct a comparative analysis of proposals, the SSAC questioned why the SSEB assigned Amentum's proposal a

¹⁹ In its comments and supplemental protest, Amentum also argued that the Navy engaged in disparate treatment in its evaluation of the offerors' manning approaches. Comments & Supp. Protest at 30-33. After the supplemental agency report was filed, the protester withdrew that ground of protest. Supp. Comments at 2 n.2.

rating of outstanding under the technical factor, “solely based on the number of technical strengths received.” AR, Tab 29, SSEB Report at 7. The SSAC further questioned whether the SSEB had properly considered the adjectival rating scheme in the solicitation, specifically inquiring whether the SSEB considered that to merit a rating of outstanding under the technical factor, a proposal had to demonstrate “an exceptional approach and understanding of the requirements.” *Id.*

The SSEB considered the SSAC’s inquiries, and “determined that the rating of [g]ood better characterized Amentum’s technical proposal, since it demonstrated a thorough approach and understanding of the requirements.” *Id.* The SSEB noted that there was no change to the agency’s qualitative assessment of Amentum’s technical approach, rather, the adjectival rating was the only change. The SSAC and SSA agreed with the SSEB’s changes in this regard. AR, Tab 30, SSAC Proposal Analysis Report at 10; AR, Tab 31, Source Selection Decision Memo at 2. After further comparing the “substance and significance” of Amentum’s three strengths versus Vertex’s strength, the SSAC concluded that with respect to the technical factor, the proposals were “essentially equal.” AR, Tab 30, SSAC Proposal Analysis Report at 10.

We find no basis to disturb the agency’s judgment with respect to lowering Amentum’s rating under the technical factor. In order to merit a rating of outstanding under the technical factor, a proposal was required to demonstrate “an exceptional approach and understanding of the requirements and contain[] multiple strengths.” RFP at 143. Meanwhile, to merit a rating of good, a proposal was required to “indicate[] a through approach and understanding of the requirements and contain[] at least one strength.” *Id.* The record demonstrates the SSAC questioned the information in the initial SSEB report, specifically the decision to assign the protester’s proposal a rating of outstanding based only on the fact it contained multiple strengths.

In response to the protest, the TET lead confirms this concern was the basis of the SSAC’s inquiry: “[a]s a result of [the SSAC’s] inquiry, the [TET] realized it erred when it assigned an [o]utstanding [t]echnical [r]ating for Amentum only because Amentum’s technical proposal was determined to have multiple strengths.”²⁰ AR, Tab 38, TET Lead Decl. at 1. The solicitation’s definition of outstanding included a requirement for a proposal to contain both an exceptional technical approach and understanding of the requirements and multiple strengths. We find the agency’s explanation that its initial

²⁰ While our Office may afford less weight to arguments offered post-protest, as explained above, we will consider them where they otherwise “fill in” unrecorded details or better explain the agency’s contemporaneous conclusions and decisions. *Teya Enterprises, supra*. The TET lead’s explanation here is consistent with the underlying record and provides additional clarifying information on the decision to lower the protester’s technical rating, which we find credible and reasonable.

assignment of a rating of outstanding to the protester's proposal did not fully consider all parts of the definition of that rating as detailed in the solicitation was reasonable.

Furthermore, the record adequately explains the Navy's rationale for its conclusion that Vertex's single strength was equal to the protester's three strengths. In this regard, in the proposal analysis report, the SSAC explained, "Amentum's [assessed strengths for] [DELETED] provide some benefit, but not a recurring or day-to-day benefit during execution." AR, Tab 30, SSAC Proposal Analysis Report at 13. Meanwhile, the agency noted that Vertex's strength of "exceeding the [g]overnment's minimum manning requirement provides [DELETED] additional technicians at the main operating sites . . . increases the day-to-day efficiencies at the sites," and that this use of "touch labor personnel" is more significant than any one of Amentum's strengths. *Id.* at 13-14. The agency concluded that Vertex's additional personnel will bring significant maintenance and supply capacity on a day-to-day basis, while Amentum's strengths would provide the agency benefit on an occasional basis. *Id.* at 14. Therefore, the protester's argument that the agency did not adequately explain its evaluation conclusion in this regard is contradicted by the record. We find the agency's documentation adequate, and the conclusion that the protester's three strengths were essentially equal to the awardee's single strength under the technical factor to be reasonable.

Price Realism Evaluation

Amentum contends that the Navy conducted a flawed price realism evaluation of Vertex's proposal. The protester maintains that the awardee's direct labor rates were too low, because the awardee proposed less premium pay for certain personnel than the protester. Comments & Supp. Protest at 34-36. The protester argues that because the awardee proposed to retain a significant percentage of the incumbent workforce, the failure to propose sufficient premium pay represented a risk to the awardee's ability to hire incumbent employees. The protester maintains that the agency's price realism analysis failed to consider whether a lack of premium pay would pose a risk to the awardee's ability to perform the contract consistent with its proposed technical approach. *Id.* at 36-48.

The Navy argues that its price realism analysis, including its assessment of Vertex's pricing and any technical risk associated with Vertex's technical approach was reasonable. Supp. MOL at 47; Agency Resp. to GAO Req. for Addl. Briefing at 17. The agency disputes the protester's contention that the awardee's proposal indicated that it proposed to retain a significant percentage of the incumbent workforce. Supp. MOL at 42. Because this basis of the protester's argument is factually incorrect, the agency argues the resulting argument is necessarily flawed as well. *Id.* Furthermore, the agency asserts that it reasonably considered other aspects of the awardee's pricing, including proposed indirect incentive pay, in its price realism analysis in order to assess

whether there was an unacceptable level of risk in the awardee's proposal. Agency Resp. to GAO Req. for Addl. Briefing at 13.

As a general matter, for fixed-price contracts, procuring agencies are not required to consider price realism in evaluating proposals because fixed-price vehicles place the risk of loss on the contractor, rather than the government. *Mantech Advanced Sys. Int'l*, B-421560.4, Aug. 14, 2023, 2023 CPD ¶ 210 at 8. However, as here, an agency may include in a solicitation a provision that provides for a price realism evaluation for the purpose of assessing whether an offeror's low price reflects a lack of understanding of the contract requirements or the risk inherent in a proposal. FAR 15.404-1(d); *Patronus Sys., Inc.*, B-418784, B-418784.2, Sept. 3, 2020, 2020 CPD ¶ 291 at 4. In other words, a price realism evaluation assesses whether an offeror is likely to be able to execute its proposed technical approach in the manner described at its proposed price. *Octo Consulting Grp., Inc.*, B-416097.3, B-416097.4, Sep. 24, 2018, 2018 CPD ¶ 339 at 8.

The RFP instructed each offeror to submit a prime contractor price summary spreadsheet which was to contain, among other information, an offeror's proposed direct labor rates, indirect labor costs, and other direct and indirect costs. RFP at 133-135. The RFP further explained that some of the locations at which the selected contractor was to perform were subject to the terms of collective bargaining agreements (CBAs). To this end, the RFP advised that offerors were to propose, at a minimum, the direct labor rates provided in the CBA for each site, for the contract's base period and all options. *Id.* at 134.

The solicitation also advised offerors to "apply the appropriate additional pay as identified" in the respective CBAs, for the labor category identified. *Id.* For example, the CBA for the Key West site provided incentive pay²¹ for employees qualified and certified in various functional areas, such as ordnance augmentee, fuel cell, or tire and wheel, among many others. *Id.* at 302. The CBA premium pay would be paid at an hourly rate in addition to the CBA hourly base labor rate. *Id.*

Under the technical factor, the RFP instructed offerors to address their manning approach by providing staffing plans. *Id.* at 128. Staffing plans were to include a manning spreadsheet (which was to be consistent with the pricing contained in the prime contractor pricing spreadsheets) and were also required to address the offerors' processes for hiring, recruiting, and retaining personnel for each location covered by the proposal, including the approach used to fill all positions for each labor category and the approach for retention of these personnel. *Id.*

The RFP advised that each offeror's total evaluated price would be evaluated to ensure that it was fair and reasonable, and that all contract line item numbers (CLINs) would be evaluated for material imbalances and realism. *Id.* at 142. Further, the solicitation provided that for fixed-price and labor-hour CLINs, each offeror's proposed labor costs

²¹ The parties refer to the incentive pay as "CBA premiums" or "CBA premium pay," which we will use in this decision.

would be compared to the offeror's proposed staffing approach (including skill mix, identified hours, and full-time equivalents (FTEs)) to ensure that the prices proposed are consistent with the proposed technical approach. *Id.* The RFP cautioned that inconsistencies between the technical and price proposals "may be assessed as a proposal risk under the [t]echnical evaluation." *Id.*

Amentum and Vertex each submitted prime contractor price spreadsheets as required by the solicitation. The offerors' spreadsheets included for each CLIN a breakdown of pricing by FTE; for each FTE identified, the offerors included, among other information, the type of skill or labor category required under the contract (e.g., aircraft mechanic--airframe, O-level,)²² the base labor rate for that FTE, the proposed CBA premium pay in addition to the base labor rate, and other indirect costs associated with labor. See, e.g., AR, Tab 25, Amentum Prime Contractor Price Summary.

For example, for the scheduled, O-level aircraft mechanic--airframe position, Amentum proposed nine FTEs at the CBA hourly base rate of \$41.16 per hour. *Id.* at BP1 tab. These FTEs were proposed to receive varying amounts of additional CBA premium pay; [DELETED] of the FTEs would receive an additional \$[DELETED] per hour for the [DELETED] functional qualification, while [DELETED] of the proposed FTEs would receive an additional \$[DELETED] per hour for the [DELETED] functional qualification.²³ *Id.* For the same position, Vertex proposed [DELETED] FTEs at the same CBA hourly base rate of \$41.16 per hour. AR, Tab 45, Vertex Prime Contractor Price Summary at BP1 tab. Of these proposed personnel, [DELETED] of the FTEs would receive an additional \$[DELETED] per hour for the [DELETED] functional qualification. *Id.*

The protester contends, and the agency does not dispute, that across all CLINs and labor categories for the entire contract, the protester proposed approximately 74 percent more CBA premiums²⁴ than the awardee, amounting to a total of \$7.8 million more in

²² The maintenance services generally can be categorized as O-level, I-level, or D-level, which refers to organizational, intermediate, or depot level maintenance. O-level maintenance is generally considered first-level, routine maintenance, typically performed at the site-level. D-level maintenance, conversely, is generally performed by a major repair facility and requires the use of certain technically qualified personnel.

²³ This is not an all-inclusive list of the CBA premium pay for these positions, but rather, demonstrative examples of some of the premiums that were proposed for these positions.

²⁴ The 74 percent more comparison refers to the number of instances the offerors proposed CBA premium pay. For example, the protester identified [DELETED] instances where it proposed CBA premium pay for the [DELETED] qualification, compared to [DELETED] instances for the awardee. Comments & Supp. Protest at 34-35.

proposed CBA premium pay across the 8-year contract. Comments & Supp. Protest at 34.

As relevant to the protest, Vertex also submitted the required staffing plan information in the technical volume of its proposal. AR, Tab 40, Vertex Technical Volume at 146-148. The awardee stated that its proposed approach would ensure that it had a fully staffed program by the end of the 60-day phase-in period contemplated by the solicitation. *Id.* at 51. To this end, the awardee stated it recognized “the importance and benefit of retaining a highly qualified workforce,” and thus proposed “first right of refusal to qualified incumbents” while recognizing that its approach had “historically produce[d] a [DELETED] [percent] incumbent capture rate.” *Id.*

While the awardee stated its commitment to retaining the current CBA workforce, it also provided it would “begin the process of recruiting and hiring new employees from outside of the incumbent employee pool for positions that cannot be filled by the current workforce.” *Id.* The awardee also provided individualized approaches to staffing at each different geographic location, offering incentives that included: [DELETED] and [DELETED] bonuses, and for the New Orleans and Key West locations, additional incentives such as [DELETED]. *Id.* at 146. The awardee acknowledged that recruitment and retention issues could play a role at sites such as Key West and New Orleans and explained that it proposed the additional incentives at these sites in order to mitigate those risks. *Id.* at 149-150.

The Navy explained that it evaluated proposals under the price factor to ensure they were consistent with the proposed technical approach. AR, Tab 29, SSEB Report Revision at 92. After entering into discussions with Amentum and Vertex, the Navy provided Vertex with multiple evaluation notices pertaining to inconsistencies between the awardee’s proposed price and technical approach. For example, where the awardee stated in its technical volume that it proposed incentives specifically at the Key West and New Orleans locations, the agency indicated it was unable to identify the pricing associated with those incentives. AR, Tab 42, Vertex EN at 1. In response, the awardee clarified that its pricing for these incentives was included within its indirect labor rate pricing. *Id.* at 2.

In its evaluation of FPRs, the Navy compared Vertex’s proposed labor costs to its staffing approach to ensure that the prices were consistent with the proposed technical approaches, including considerations of the awardee’s proposed skill mix, number of FTEs, and labor rates. AR, Tab 29, SSEB Report Revision at 92. The evaluation noted that Vertex had proposed base labor rates and “[a]dditional [p]ay” in accordance with the solicitation. *Id.* at 95. The price evaluation team concluded that “all previously noted realism concerns and issues were addressed by the [o]fferor,” and that the team further did not “identify any realism concerns” to the technical evaluation team. *Id.* Overall, the agency found the awardee’s prices realistic. *Id.*

As stated above, Amentum challenges the Navy’s price realism analysis and conclusions, arguing that the agency failed to consider the differences in CBA premium

pay proposed by the two offerors, and that, in failing to consider this difference, subsequently did not properly consider risk associated with the awardee's proposal, which included an approach of retaining a significant portion of incumbent personnel. Amentum Resp. to GAO Req. for Addl. Briefing at 7-11. The protester argues that because the awardee in effect was proposing a pay cut for incumbent employees, due to less CBA premium pay, the agency was required to consider the risk that the awardee would not be able to retain as many incumbent personnel as its technical approach suggested, or alternatively, that the awardee would be required to reduce its proposed profit in order to pay incumbent employees the rates required by the CBA. *Id.* at 14-16.

We find the Navy's evaluation of Vertex's proposal under the price factor to be reasonable. In the context of a price realism analysis for fixed-price contracts (or CLINs), an agency has broad discretion in determining the manner in which it conducts its realism analysis, including which price analysis techniques are to be used. *Mantech Advanced Sys. Int'l, supra*. In this regard, an agency is not necessarily required to compare an offeror's proposed labor rates (or compensation) to that of the incumbent; rather, the relevant inquiry is whether an offeror is likely to be able to execute its proposed approach at the price proposed. Though we recognize that where an offeror proposes to retain a high percentage of incumbent employees, a price realism analysis may incidentally consider the labor rates incumbent employees are being paid, the central inquiry remains whether or not an offeror can execute its own technical approach at the price proposed.

Here, the record demonstrates that the Navy evaluated Vertex's proposed pricing for realism and consistency with its technical approach and determined that the proposed pricing was realistic. We find no basis to disturb that conclusion. The agency does not dispute that there was a difference between the offerors' proposed CBA premium pay, but explains that while Amentum's proposed pricing placed a higher emphasis on CBA premium pay and direct labor rates, Vertex's pricing placed more of an emphasis on indirect labor rates and the use of other incentives, particularly for locations where it might prove difficult to hire staff. We find this explanation is consistent with the price realism scheme established by the solicitation, which stated that "the [o]fferor's proposed labor costs and price assumptions will be compared to the [o]fferor's proposed staffing approach . . . to ensure that the prices proposed are consistent with the proposed technical approach." RFP at 142. The protester's narrow focus on comparing direct labor rates, and more specifically, direct CBA premiums, that only constituted a small percentage of the CBA base rates that were the same for both offerors, is therefore unavailing.

Furthermore, the record demonstrates the Navy performed the required realism comparison and identified potential inconsistencies between Vertex's price proposal and its technical approach. See AR, Tabs 42, 43, and 44, Vertex ENs. Specifically, the agency expressed concern regarding how the awardee priced the incentives it proposed in its technical approach. AR, Tab 42, Vertex Price Incentive EN at 1. The awardee

responded that its pricing was included with its indirect labor rates, to the satisfaction of the agency. *Id.*

Finally, while Vertex's proposal indicated an approach to recruit as many qualified incumbent personnel as possible, the awardee's technical approach also explained how it would recruit and hire employees from outside the pool of incumbent employees. This approach included the incentives discussed above, and a description of the awardee's ability to hire and onboard employees within the contract's transition-in period. Therefore, while there was a possibility that some of the incumbent employees would elect not to continue on the contract with Vertex, the agency otherwise reasonably determined that the proposed pricing would be sufficient to enable the awardee to execute its proposed approach. Accordingly, this protest ground is denied.

Best-Value Decision

Amentum challenges the Navy's best-value tradeoff decision in two primary respects. First, the protester alleges that the agency's analysis and tradeoff comparing the differences of the offerors' corporate experience and past performance was unreasonable. Protest at 63-64. In this regard, the protester alleges that Vertex could have submitted only three contract references that met the solicitation's relevancy criteria for corporate experience and past performance, that none of those three contracts included standing up a new operations site, as required by the solicitation, and that the awardee had "negative performance issues" with regard to one of its contract references. *Id.* at 64. The protester maintains that it was unreasonable for the agency "not to recognize" that Amentum's proposal was superior to the awardee's with respect to these factors. *Id.* at 65. Second, the protester alleges that the SSA's best-value decision was based on flawed underlying evaluations and conclusions. *Id.* at 67.

The Navy argues that its best-value determination was reasonable, and that Amentum's arguments are based on factually inaccurate or speculative assumptions that are contradicted by the record. COS/MOL at 93. In this regard, the agency contends that the protester's arguments are factually inaccurate because the record demonstrates the agency reasonably identified seven relevant contract references for the awardee, that the awardee had no negative performance information associated with its past performance, and that two relevant contracts demonstrated site stand up. *Id.* at 94. Finally, the agency argues that because the protester's challenge to the best-value determination is in part based on an argument that the underlying evaluations were flawed, and the agency has otherwise demonstrated the evaluations were reasonable, this challenge must also fail. *Id.* at 95.

Here, the record demonstrates that Vertex submitted six contract references with its proposal. AR, Tab 29, SSEB Report Revision at 12-14. The Navy identified three additional contracts that were potentially relevant and determined that one of those three references met the solicitation's relevancy criteria for a total of seven contract references for the awardee. *Id.* at 14. The SSEB found that two of those contracts involved the establishment of a site and documented its findings as such. *Id.* at 25.

Further, for the contract reference alleged to have negative performance, the SSEB report documented ratings of satisfactory in the CPAR for that contract across all performance assessment areas, along with at least one positive performance finding under each of the areas, and no adverse performance.²⁵ *Id.* 37-43. With respect to the protester's proposal, the SSEB documented adverse findings in the performance assessment areas of technical and schedule on contract reference P8, discussed earlier in this decision.

In making a best-value determination the SSA performed a comparative analysis of proposals under each factor. The SSA concluded that Vertex and Amentum were "essentially equal" under the corporate experience factor, and that Vertex had an advantage over Amentum under the past performance factor, in part because it had no adverse past performance. AR, Tab 39, Source Selection Decision Memo. at 2.

We find no basis to question the Navy's best-value decision and conclusions in this regard. The agency responded to each of the protester's arguments with respect to Vertex's experience and past performance, and the protester did not offer meaningful responses. For example, with regard to alleged negative performance information relating to the awardee, when confronted with the evaluation record explaining satisfactory CPAR ratings and positive findings, the protester merely responds "the Navy should be aware of a problematic transition-in period." Comments & Supp. Protest at 62. It is unclear how the agency should be aware of this information, where the protester offers no evidence for this argument, and the record in fact demonstrates only positive performance information with respect to this contract.

Finally, Amentum's argument that the Navy's best-value determination was flawed because it was based on flawed underlying evaluations also lacks merit. The protester's challenge to the agency's best-value determination is derivative of its challenges to the agency's underlying evaluation of proposals under the various evaluation factors. As explained above, we find reasonable the agency's underlying evaluation of proposals; accordingly, the protester's derivative challenge to the best-value decision is dismissed. *See Emagine IT, Inc.*, B-420202, B-420202.2, Dec. 30, 2021, 2022 CPD ¶ 20 at 14 (dismissing derivative challenge to agency's best-value determination, where other challenges underlying the derivative challenge have been dismissed or denied).

Vertex's Alleged Conflict of Interest Investigation

Amentum argues that Vertex has an unmitigable conflict of interest involving an employee of one of Vertex's subcontractors, TacAir, and that the agency's investigation of this conflict was inadequate and unreasonable. Protest at 56-60. The protester

²⁵ As indicated above, the protester withdrew its challenge to the relevancy of one of the awardee's submitted contract references and as such, that contract reference will not be discussed in this section.

asserts that a TacAir employee²⁶ was a former Navy acquisition lead for PMA-226, and thus had access to non-public, competitively useful information specific to this procurement. *Id.* at 59. The protester contends that the agency's investigation was inadequate because although the contracting officer concluded there was no actual conflict or impact on the procurement, there was an appearance of impropriety that the Navy did not reasonably investigate, nor did it produce a meaningful record to support its conclusion that there was no impact. Comments & Supp. Protest at 60-61.

The Navy contends that the contracting officer's investigation, and subsequent determination that TacAir's hiring of Employee X had no impact on the procurement, was reasonable. Supp. MOL at 47. The agency argues that Employee X's role with the Navy gave him access to information that was only "preliminary and limited," and that in any event, Employee X had no knowledge of TacAir's involvement in the subject procurement until after he began employment there, which occurred after proposals had already been submitted. *Id.* at 48, 50, 63-65.

Subpart 3.1 of the FAR prohibits conflicts of interest in the government's procurements, directing agencies to "avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships." FAR 3.101-1; see *Serco Inc.*, B-419617.2, B-419617.3, Dec. 6, 2021, 2021 CPD ¶ 382 at 12. Where it can be demonstrated that a former government official had access to competitively useful information, the awardee will be found to have benefited from that information if the former government official participated in the proposal preparation effort. See, e.g., *Dell Servs. Fed. Gov't, Inc.*, B-414461.3 *et al.*, June 19, 2018, 2018 CPD ¶ 213 at 10-11. That is, where an offeror chooses to hire a former government official who has had recent access to competitively useful information and uses that information to help prepare the offeror's proposal, this proposal may properly be disqualified based on the appearance of an unfair competitive advantage. See *NKF Eng'g, Inc. v. United States*, 805 F.2d 372 (Fed. Cir. 1986).

In determining whether a firm obtained an unfair competitive advantage by hiring a former government official with knowledge of nonpublic information, our Office has considered a variety of factors, including whether the nonpublic information was proprietary information, and whether the nonpublic information was competitively useful. See, e.g., *Sigmatech, Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, 2018 CPD ¶ 336 at 9. Whether the appearance of impropriety based on an alleged unfair competitive advantage exists depends on the circumstances of each case, and ultimately is a matter for the contracting agency, and we will not disturb the contracting agency's determination in this regard unless it is shown to be unreasonable. *Science Applications Int'l Corp.*, B-419961.3, B-419961.4, Feb. 10, 2022, 2022 CPD ¶ 59 at 6-7.

As explained above, after Amentum filed its initial protest in November 2023, the Navy elected to take corrective action to investigate the protester's allegation of a conflict of interest. The protester argued that TacAir's employee, Employee X, had access to

²⁶ This employee will be referred to as Employee X for purposes of this discussion.

competitively useful information when the employee worked for the Navy which ultimately gave Vertex, the prime contractor, an unfair competitive advantage and at the very least represented the appearance of impropriety.

The record demonstrates the contracting officer undertook an investigation that included interviews with relevant personnel and a review of various documents, records, and folders to which Employee X may have had access while employed by the Navy as the PMA-226 acquisition lead. The contracting officer interviewed various personnel, including but not limited to: Employee X, various PMA-226 officials, TacAir senior officials, and Vertex senior officials. AR, Tab 34, Contracting Officer's Investigation Memo. at 1. Ultimately, the contracting officer concluded that the conduct of the procurement met the standard set forth in FAR subpart 3.1, and that it was conducted "in a manner above reproach, with complete impartiality, and with preferential treatment for none." *Id.* at 2.

The contracting officer produced a timeline with relevant dates. As relevant here, Employee X joined PMA-226 as the civilian acquisition lead in September 2020.²⁷ *Id.* at 7. At that time, the agency had solicited and received proposals in response to a solicitation for combined maintenance services for both the F-5 and F-16 aircraft. *Id.* at 4, 7. In December 2020, two protests were filed with our Office concerning a contract award to Vertex under that solicitation. *Id.* In May 2021, the agency canceled the solicitation, and ultimately decided to solicit proposals for maintenance on the F-5 and F-16 aircraft on separate bases. *Id.* at 7, 10. After the decision to separate the two procurements, Employee X attended various acquisition planning events and assisted with meeting pre-solicitation milestones throughout 2021 and into the beginning of 2022. However, in April 2022, Employee X was assigned to work on the procurement for F-16 maintenance and was no longer officially involved with the F-5 maintenance services procurement. *Id.* at 11. While he primarily supported the F-16 procurement, he did provide some support to the F-5 procurement, mainly by responding to questions regarding the commonality between the two procurements. *Id.* at 12.

The contracting officer further determined that Employee X began negotiations for employment with TacAir in August 2022. *Id.* at 16. In September, the agency issued the F-5 solicitation that is the subject of this procurement. *Id.* at 7. In October-November 2022, Employee X interviewed with a Navy ethics attorney to discuss any future employment restrictions regarding potential employment with TacAir. *Id.* at 16. During that interview, Employee X did not discuss his work on the F-5 or F-16 procurements because he said he was not aware at that time that TacAir was proposing as a subcontractor for the F-5 maintenance services procurement. *Id.* at 18. In December 2022, TacAir submitted its subcontractor proposal to Vertex for the subject

²⁷ Prior to joining the PMA-226 as a civilian employee in September 2020, Employee X was the program manager for PMA-226 from June 2016 - June 2019 while he was an active-duty service member in the Navy. AR, Tab 34, Contracting Officer's Investigation Memo at 9. Employee X retired from military service in June 2019. *Id.* at 10.

procurement. On January 3, 2023, Vertex submitted its proposal to the agency, and Employee X began employment with TacAir on the same day. *Id.* at 8.

The contracting officer's investigation explained that the Navy did not know of Vertex's intent to propose TacAir as a subcontractor until it received Vertex's proposal on January 3, 2023. AR, Tab 34, Contracting Officer's Investigation Memo. at 14. Similarly, as noted above, Employee X confirmed he did not know of TacAir's intent to propose as a subcontractor prior to joining the company. *Id.* at 47.

In June 2023, in response to an EN, TacAir submitted a price narrative to provide more information about its pricing to the agency as required by the solicitation; TacAir did not revise its pricing in its response. *Id.* at 14. In July, after the agency issued amendment 6 to the solicitation, TacAir updated its price proposal by \$[DELETED], to account for the change in the period of performance contemplated by the amendment. *Id.* The agency received and evaluated FPRs from September 2023 until award in October 2023. *Id.*

In addition to the timeline of relevant events, the contracting officer's investigation consisted of interviews with various Vertex and TacAir senior officials. The interviews addressed, among other things, whether Employee X provided TacAir or Vertex with sensitive information related to the procurement. TacAir and Vertex officials declared that Employee X did not provide TacAir with any information about the F-5 procurement, including information about Amentum or the prior contractor, Pacific Architects. *Id.* at 15. TacAir also confirmed that Employee X was not involved in any proposal discussions or preparation including the changes made to TacAir's proposal in June and July of 2023. *Id.* at 55, 60, 65. Vertex officials further declared there was no information received from Employee X, and no interaction with Employee X, with respect to the procurement. *Id.* at 75.

The protester alleges that TacAir's employment of Employee X, and Vertex's subsequent use of TacAir as a subcontractor, created the appearance of impropriety, because Employee X was a former agency acquisition lead with at least some level of access to information relating to the F-5 maintenance procurement. Comments & Supp. Protest at 36-37. The protester also contends that Employee X had an extensive role in the F-5 procurement, that persisted until he left the Navy. *Id.* at 37-40. Further, the protester asserts that Employee X failed to disclose certain information regarding previous activities associated with his Navy employment to a Navy ethics attorney. *Id.* at 40-42. The protester maintains that the contracting officer's investigation was inadequate. *Id.* at 42.

Here, we find the contracting officer's investigation and subsequent determination of no impact to the procurement was reasonable, and adequately documented. Based on the record, it is undisputed that Employee X did not begin employment with TacAir until January 2023. This was nearly a month after TacAir submitted its subcontractor proposal to Vertex for this procurement, and Employee X began working at TacAir on the same day that Vertex submitted its proposal to the agency. Against this timeframe,

there is no evidence in the record to suggest that Employee X was involved in the preparation of TacAir's proposal, and it is therefore unclear how the awardee could have possibly benefited or gained an advantage, or even appeared to have benefitted or gained a competitive advantage, from its subcontractor's hiring of Employee X.

The protester argues that Employee X had access to relevant information that was both non-public and competitively useful.²⁸ For example, the protester points to communications that Employee X had while assigned to work on the F-16 procurement and no longer officially working on the F-5 procurement. These communications show that Employee X was at the very least involved in some preliminary acquisition planning for the F-5 procurement, such as responding to questions regarding the similarity of the F-5 and F-16 procurements. The record demonstrates Employee X's additional involvement in preliminary acquisition planning for the F-5 procurement through, for example, his work developing the F-5 individual streamlined acquisition plan.²⁹ However, because there is no evidence in the record indicating that Employee X was at all involved in proposal preparation for TacAir, access to any information and whether that information was non-public and competitively useful is not relevant to our finding that the agency reasonably concluded that there was no conflict that impacted the procurement.

Moreover, the record shows that Employee X explained he did not disclose his work on the F-5 or F-16 procurements to the agency ethics attorney because he was not aware that TacAir was proposing as a subcontractor for the F-5 procurement until he began his employment there. Thus, his failure to disclose this information is not evidence of any conflict nor does it demonstrate that TacAir or Vertex gained a competitive advantage.

²⁸ For its part, the agency generally found that the procurement information that Employee X had access to was either released to industry, and therefore publicly available, or not otherwise competitively useful because it was revised after Employee X stopped working for the Navy. AR, Tab 34, Contracting Officer's Investigation Memo at 30-31. The agency also found that Employee X did not have access to any proprietary proposal information for the F-5 procurement, a conclusion the protester does not dispute. *Id.* at 30.

²⁹ We note that the contracting officer explained that there "may be an appearance of a conflict of interest" by Employee X's employment with TacAir but concluded that "a mere appearance of a conflict does not rise to a level where the integrity of this source selection was impacted." AR, Tab 34, Contracting Officer's Investigation Memo. at 26. The contracting officer detailed six "appearance concerns" as well as "[d]iminutions" for each concern. *Id.* at 26-27. However, all of the contracting officer's concerns deal with potential information Employee X could have had access to. For the reasons explained herein--primarily because there is nothing to suggest Employee X was involved in TacAir's proposal preparation--we find no reason to question the contracting officer's conclusions in this regard.

The protester also argues that TacAir “never sought to firewall” Employee X, and that after he was hired, Employee X had conversations with the TacAir chief executive, demonstrating Employee X’s involvement with TacAir’s proposal. Comments & Supp. Protest at 58. We find this argument unavailing. It is unclear how TacAir could have firewalled Employee X from participating in proposal preparation, where the record demonstrates that Employee X was not even a TacAir employee until after the initial proposal was submitted. To the extent the protester argues Employee X should have been firewalled after he was hired and began employment at TacAir, there is no evidence in the record to demonstrate that TacAir’s proposal changed in any meaningful way after Employee X joined the firm. That is, there were no substantive changes to its pricing, or anything for that matter that suggests Employee X provided information resulting in a competitive advantage for the awardee; rather, proposal changes included only the addition of a price narrative and other information demonstrating how the previously submitted prices, which remained unchanged, were arrived at, and an additional change to pricing that was made only because the agency updated the period of performance through issuance of amendment 0006.

In a similar vein, we find Amentum’s argument that Employee X “had input into TacAir’s F-5 [] proposal” because Employee X had a conversation with the TacAir chief executive to be meritless. *Id.* The record shows that the conversation Employee X had with the TacAir chief executive in February 2023 (after initial proposal submission and before receipt of any ENs) involved whether TacAir could source personnel for the F-5 maintenance services contract from Employee X’s business unit in TacAir. The protester asserts that this means Employee X “had input into TacAir’s F-5 [contractor logistics support] proposal.” *Id.* This conversation occurred after submission of the initial proposal and prior to the receipt of any ENs, so it is unclear how this conversation represented input into the proposal since TacAir would not have known at that time of any issues the agency had regarding its initial proposal. Moreover, the record shows that TacAir made no changes to its proposed personnel, and the changes that were made involved the submission of a price narrative and an increase in pricing to account for the changed period of performance. Accordingly, we find that this communication does not indicate that Employee X had any input into TacAir’s proposal.

In sum, we find the Navy conducted a meaningful investigation of the conflict of interest allegations raised by the protester and reasonably concluded that there was no impact to the Navy’s source selection decision or contract award. Accordingly, this protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel