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Decision

Matter of: Highland Engineering, Inc.

File: B-424183; B-424183.2

Date: April 6, 2026

Frank S. Murray, Esq., Foley & Lardner LLP, for the protester.
Suzanne Sumner, Esq., Brandon E. Dobyns, Esq., and Celeste M. Friel, Esq., Taft Stettinus & Hollister LLP, for SelectTech Services Corporation, the intervenor.
Colonel Justin A. Silverman, Walker J. Gray, Esq., Isabelle P. Cutting, Esq., James M. Peeler, Esq., and Erik T. Fuqua, Esq., Department of the Air Force, for the agency.
Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging evaluation of past performance is denied where the agency's consideration of the relevance of the offerors' respective past performance was reasonable and consistent with the stated evaluation criteria.
 2. Protest challenging agency's best-value tradeoff decision is denied where the record shows the tradeoff was reasonable, consistent with the solicitation, and adequately documented.
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DECISION

Highland Engineering, Inc., a small business of Howell, Michigan, protests the award of a contract to SelectTech Services Corporation, a small business of Dayton, Ohio, under request for proposals (RFP) No. FA8534-24-R-0003, issued by the Department of the Air Force, for the sustainment of air transportable galley and lavatory (ATGL) units. The protester challenges the agency's past performance evaluation and best-value tradeoff decision.

We deny the protest.

BACKGROUND

On April 9, 2024, the Air Force issued the solicitation as a small business set-aside under the procedures of Federal Acquisition Regulation (FAR) part 15, seeking

proposals to provide sustainment services for the agency's fleet of ATGL units, including program engineering support, overhaul, repair, and material management. Agency Report (AR), Tab 9, RFP amend. 6 at 3; Contracting Officer's Statement (COS) at 3. The solicitation contemplated the award of an indefinite-delivery requirements contract, which would include fixed-price, cost-reimbursement, and cost-plus-fixed-fee contract line items, with a 3-year base period and seven 1-year option periods. AR, Tab 9, RFP amend. 6 at 3-32.

The solicitation provided that award would be made to the responsible offeror whose proposal provided the best value to the government considering past performance and cost/price. AR, Tab 11, RFP Sections L & M at 33.¹ In the tradeoff, past performance would be considered significantly more important than cost/price. As relevant here, offerors were advised that the agency might make "award to a higher rated, higher priced offeror" if the agency "reasonably determines that the superior past and present performance of the higher priced offeror outweighs the cost difference." *Id.*

For past performance, the solicitation instructed offerors to use the agency's past performance information tool to submit present and past performance information for the offeror. *Id.* at 4-5. Specifically, each offeror (including any joint venture members or proposed critical subcontractors²) was to provide information about two past performance efforts that were active or completed within the past five years from the issuance of the RFP, including all available contractor performance assessment reporting system reports (CPARs) for those efforts. *Id.* at 5. Submitted past performance efforts could include work performed for the federal government, foreign governments, state and local governments, or commercial customers. *Id.*

The agency would evaluate past performance by assessing the offeror's ability to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. *Id.* at 34. Specifically, the agency would evaluate the offeror's (and any joint venture member's and critical subcontractor's) "demonstrated record of contract compliance in supplying products and services that meet users' needs, including cost and schedule," while considering the "recency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance." *Id.*

The solicitation further provided for a "sequential" evaluation of past performance, where each submitted effort would first be evaluated for recency, defined as any effort

¹ The solicitation was amended six times. Unless otherwise noted, citations to the solicitation are to the final amended RFP sections L and M provided at tab 11 of the agency report.

² A critical subcontractor was defined as "an entity (subcontractor and/or teaming contractor), other than the offeror itself[,] that will perform any overhaul, structural/sheet metal repair, general electrical system repairs, provide Line Replaceable Units [], and any shipping to the ATGLs." RFP at 5.

taking place on or after January 1, 2015. *Id.* at 39. Only those efforts determined to meet the recency definition would be evaluated for relevancy, and only those efforts determined to be at least somewhat relevant would be evaluated for quality of performance. *Id.*

For the relevancy portion of the assessment, each submitted effort would be assessed as very relevant, relevant, somewhat relevant, or not relevant, based on relevancy criteria specified in a table as follows:

<u>Assessment Area</u>	<u>Very Relevant</u>	<u>Relevant</u>	<u>Somewhat Relevant</u>	<u>Not Relevant</u>
<u>Scope Complexity</u>	Offeror has performed as a Prime contractor on an effort with all eight [scope elements] ³	Offeror has performed as a prime contractor on an effort with at least five [scope elements]	Offeror has performed as a prime contractor on an effort with at least three [scope elements]	Offeror has not performed as a prime contractor on an effort with three or more [scope elements]
<u>Magnitude</u>	\$10M-\$5,000,001.00	\$5M-\$2,000,001.00	\$2M-\$500,001.00	\$500,000 or less
<u>Contract Environment</u>	Contract Performance on a United States Air Force contract	Contract Performance on a [Department of Defense (DOD)] contract	Contract Performance on a non-DOD contract	No performance under a contract

Id. at 37. The solicitation further advised that a submitted effort must meet all of the criteria in the applicable relevancy column to be assessed that relevancy rating. *Id.* at 38. For example, to be considered “somewhat relevant,” an effort would need to satisfy all of the specified scope complexity, magnitude, and contract environment requirements in the “somewhat relevant” column. *Id.* Any submitted effort that does not meet or exceed all of the criteria for “somewhat relevant” would be considered “not relevant.” *Id.*

For efforts found to be recent and at least somewhat relevant, the agency would assess quality of performance by considering “questionnaire responses from customer points of contact, telephone interviews conducted with customer points of contact, review of available CPAR[s], etc.” *Id.* at 39. Based on the assessment of the recency, relevancy, and quality of the offeror’s past performance record, the agency would

³ For the assessment of scope complexity, the solicitation specified eight scope complexity elements, listed as (a) through (h). RFP at 37. Each scope element described a specific service required in the instant procurement, *e.g.*, overhaul or refurbishment of palletized galley or lavatory equipment; materiel management; and compliance with operational safety policies and procedures. *Id.*

assign a performance confidence assessment rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 39-40. The RFP advised that, because an offeror without a record of relevant past performance could not be evaluated favorably or unfavorably on past performance, such an offeror would be assigned a confidence rating of “neutral.” *Id.* at 40. The solicitation also advised, however, that a “strong record of relevant past performance may be considered more advantageous to the Government than a ‘Neutral Confidence’ rating” in the tradeoff. *Id.*

The agency received timely proposals from four offerors, including Highland and SelectTech. COS at 5. Following an initial evaluation, the agency conducted discussions with each offeror and requested final proposal revisions. *Id.* at 6-7, 8-10. Evaluation results for Highland’s and SelectTech’s final proposals were as follows:

	Highland	SelectTech
Past Performance	Neutral	Substantial Confidence
Total Evaluated Cost/Price	\$84,212,273	\$115,392,180

AR, Tab 14, Comparative Analysis Report at 3; AR, Tab 13, Source Selection Evaluation Board (SSEB) Report at 100.

Based on the SSEB’s evaluation findings and a comparative assessment of proposals, the source selection authority (SSA) concluded that SelectTech’s proposal represented the best overall value to the government. AR, Tab 12, Source Selection Decision (SSD) at 7. In comparing the offerors’ past performance records, the SSA found that Highland “provided efforts for which they performed as a sub-contractor,” while SelectTech was “the only offeror [that] provided at least one past performance effort in which they were the prime contractor on a[n] [Air Force] contract.” *Id.* at 5. The SSA also noted that SelectTech provided “a Very Relevant effort with no negative past performance and received an assessment rating of Substantial Confidence.” *Id.* Based on these findings, the SSA concluded that SelectTech’s “strong record of relevant past performance is more advantageous to the Government than [Highland’s] Neutral Confidence rating” and “worth the \$31 [million] price premium.” *Id.* at 6.

On December 8, 2025, the agency notified Highland of its award decision. After requesting and receiving a debriefing, Highland filed this protest.

DISCUSSION

The protester challenges the agency’s past performance evaluation, arguing that the agency unreasonably and disparately assessed the relevance of the offerors’ past performance records. The protester also challenges the agency’s best-value tradeoff.

Although our decision does not specifically discuss every collateral argument raised, we have considered them all and find that none provides a basis for sustaining the protest.⁴

Highland's Past Performance Evaluation

The protester asserts that the agency unreasonably evaluated its past performance. Specifically, the protester argues that the agency unreasonably interpreted and applied the relevancy criteria to determine that Highland's two past performance efforts were not relevant. For these two efforts, the agency found that Highland had not "performed as a prime contractor" on the contracts it submitted for evaluation. Protest at 34-47; Comments & Supp. Protest at 3-16.

The agency responds that it reasonably interpreted and applied the solicitation's stated evaluation criteria in finding that Highland's submitted efforts were not relevant because the firm had performed them as a subcontractor. Memorandum of Law (MOL) at 11-18. Based on our review of the record, we agree with the agency.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion, which we will not disturb unless the assessment is unreasonable or inconsistent with the solicitation criteria. *Teya Enters., LLC*, B-420907, Oct. 24, 2022, at 3-4. When a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable, consistent with the solicitation's evaluation criteria, and with applicable procurement statutes and regulations. *Id.* at 4; *Apogee Eng'g, LLC*, B-414829.2, B-414829.3, Feb. 21, 2019, at 6.

As noted above, to be considered relevant, past performance efforts submitted by an offeror had to be those where the offeror "has performed as a prime contractor." RFP at 37. In evaluating Highland's past performance, the evaluators found that Highland's proposal provided two past performance efforts and that Highland was a subcontractor

⁴ For example, the protester alleges that deficiencies noted in a Defense Contracting Audit Agency (DCAA) audit report of SelectTech's accounting system evidences that the agency conducted a flawed cost realism analysis based on "flawed and unreliable data" in the protester's proposed costs. Comments & Supp. Protest at 43-46. The protester bases its argument on the SSEB report, which documented the evaluators' consideration of this DCAA audit report. *Id.*; see AR, Tab 13, SSEB Report at 9. That same contemporaneous evaluation document, however, further documented that a later Defense Contract Management Agency report found SelectTech's cost accounting system to be compliant. *Id.* at 10. In addition, the SSEB report noted that DCAA had confirmed that SelectTech had satisfactorily addressed all non-compliances noted in the earlier audit report. *Id.* at 10-11. After considering this information, the evaluators concluded that any risk from the previous audit report "has been mitigated and no longer exists." *Id.* at 11. On this record, we see no basis to question the reasonableness of the agency's conclusions.

on both efforts.⁵ AR, Tab 13, SSEB Report at 47. Based on this finding and the solicitation's relevancy criteria, the evaluators concluded that these submitted efforts were not relevant. *Id.* In accordance with the stated sequential past performance evaluation scheme, the evaluators did not assess the quality of performance for these efforts and instead assigned Highland's past performance a rating of neutral. *Id.*

The protester argues that the solicitation's requirement that past performance be from efforts that the offeror has "performed as a prime contractor" did not necessarily require that the offeror was the actual prime contractor on the effort. Protest at 34-47. More specifically, the protester asserts that the phrase could reasonably be interpreted to include efforts on which an entity that is not in fact the prime contractor--e.g., a subcontractor--performed the duties and responsibilities normally performed by a prime contractor. *Id.* In this regard, the protester asserts that, while Highland was not technically the prime contractor in privity of contract with the government on the submitted efforts, it "had primary and direct contractual responsibilities for performing the eight specified 'programmatic/ logistical' elements called out by the RFP as the touchstones of relevant performance," and thus performed *like* (or "as") a prime contractor for those elements. *Id.* at 37. We find the protester's arguments unavailing.

Where a protester and agency disagree about the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *Sevenson Env'tl. Servs., Inc.*, B-419071, Dec. 2, 2020, at 7. Where a protester and an agency disagree over the meaning of solicitation language, we will resolve the matter by assessing whether each posited interpretation is reasonable. *AIMS Locum Tenens, LLC*, B-419723, July 13, 2021, at 5. To be reasonable, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Planned Sys. Int'l, Inc.*, B-413028.5, Feb. 21, 2018, at 6.

Here, we find reasonable the agency's view that the solicitation's relevancy criteria required an offeror to submit past performance efforts on which the offeror was the prime contractor, rather than acting "like" a prime contractor. To that end, the solicitation plainly informed offerors that, to be considered relevant, the submitted past performance efforts must be those on which the offeror "performed as a prime

⁵ We note that Highland's proposal provided no indication that it was a subcontractor performing the relevant scope of responsibilities of a prime contractor. *See generally*, AR, Tab 17, Highland's Past Performance Proposal. Instead, Highland's past performance proposal, submitted using the agency's past performance information tool as instructed, marked the box next to the word "Prime" to specify its role in the submitted effort. *Id.* at 11. Relying on this representation, the agency initially determined that the cited efforts were relevant and proceeded to assess the quality of performance on those efforts. COS at 6-7; AR, Tab 13, SSEB Report at 38. After conducting a search in CPARS and communicating with the designated points of contact, the agency discovered that Highland was a subcontractor on both efforts and determined that the efforts were therefore not relevant. *Id.*

contractor.” RFP at 37. The most natural and plain reading of this solicitation language is that the work had to have been performed by the offeror who was the prime contractor on the effort.

On the other hand, we find unreasonable the protester’s interpretation of the requirement. Specifically, interpreting the phrase “performed as a prime contractor” to mean a subcontractor performing “like” a prime contractor, based on the nature and scope of the subcontractor’s performance on a contract, is not supported by the context of the solicitation. First, throughout, the solicitation drew a clear distinction between work performed by primes and subcontractors. As it relates to the evaluation of past performance, for example, the solicitation expressly required PPQ references to specify whether the work was performed as a “prime” versus a “subcontractor.” *Id.* at 23. Second, such an interpretation would introduce a new ambiguity in the solicitation by requiring an evaluation of which responsibilities are sufficiently “like” that of a prime; yet there is no provision in the solicitation detailing how such a determination would be made, nor is there any language in the solicitation suggesting that the agency would engage in such an evaluation.⁶

Accordingly, we find that the only reasonable reading of the provision confined a finding of relevancy to those past performance efforts on which the offeror was the actual prime contractor performing the listed scope elements. As a result, the plain meaning of the solicitation as written precluded the agency from assessing any level of relevancy to a submitted effort that was not performed by a prime contractor, e.g., an effort performed by a subcontractor. See *AES UXO, LLC*, B-419150, Dec. 7, 2020, at 2-4 (finding that, where a solicitation provision confined the evaluation of past performance to efforts where an offeror performed as a prime contractor, the plain meaning of the solicitation precluded the evaluation of past performance efforts where the offeror performed as a subcontractor). Because Highland’s two submitted past performance efforts were for contracts on which it was a subcontractor, we find no basis to object to the agency’s conclusion that Highland did not perform as a prime contractor on those efforts and thus they did not meet the stated relevancy criteria.⁷

⁶ We also find unavailing the protester’s contention that relevancy was not limited to efforts performed by a prime contractor because the solicitation permitted an offeror to submit key personnel past performance *in lieu* of the firm’s past performance. Protest at 13-14. That solicitation provision was specifically limited to newly formed entities with no prior contracts or relevant corporate past performance. RFP at 7, 17, 35. Moreover, efforts submitted for evaluation based on the past performance of such proposed key personnel were required to meet the same relevancy criteria as set out in the relevancy definition; accordingly, the proposed key person was required to have performed the effort as a key person for the firm performing as *the prime contractor*. *Id.*

⁷ The protester also argues that the solicitation provision was ambiguous and that the ambiguity was latent because the solicitation did not provide a definition for the phrase “performed as a prime contractor.” Protest at 48-50. Since, as discussed above, we find the protester’s interpretation to be unreasonable, we do not find that the solicitation
(continued...)

The protester also argues, in the alternative, that the agency should have assessed Highland's submitted efforts as somewhat relevant because Highland had a direct contractual relationship with the commercial entities serving as the prime contractor on the efforts. Protest at 41-47; Comments & Supp. Protest at 3-16. In this regard, the protester asserts that, even though entities other than Highland (specifically, Lockheed Martin Corporation and UTS Systems LLC, respectively) were the actual prime contractors on the submitted efforts, Highland was in a "prime" relationships *vis-a-vis* Lockheed and UTS. *Id.* Therefore, the protester contends that the agency should have evaluated Highland's commercial contracts with Lockheed and UTS, on which Highland performed as a prime contractor, and found these efforts to be somewhat relevant under the relevancy definition applicable to a non-DOD contract environment. *Id.* The RFP's relevancy definition table provided that an effort performed in the "Contract Environment" of a "non-DOD contract" could be evaluated as "somewhat relevant," provided that it met the other scope complexity and magnitude criteria in the "somewhat relevant" column. See RFP at 37.

The agency responds that it reasonably did not consider Highland's submitted efforts as non-DOD contracts between Highland and the prime contractors because Highland's proposal did not identify its submissions as such. MOL at 15-18. Instead, the information Highland provided for past performance evaluation was for the government contracts themselves, on which Highland marked itself as the prime contractor. *Id.*; COS at 6-8. The agency contends that it properly evaluated the information provided in Highland's proposal and reasonably concluded that the submitted efforts were not relevant because Highland submitted DOD contracts on which it did not actually perform as a prime contractor. MOL at 15-18. We find no basis to question the agency's evaluation.

It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *ADNET Sys., Inc., et al.*, B-408685.3 *et al.*, June 9, 2014, at 10. Agencies are under no obligation to infer information from an offeror's proposal to determine the offeror's intent. *Id.* at 14; see *The Louis Berger Group, Inc.*, B-407715 *et al.*, Jan. 25, 2013, at 9.

Here, Highland provided two past performance submissions and facially misrepresented them as DOD contracts on which Highland had performed as the prime contractor. Specifically, for both efforts, Highland provided DOD contract numbers on the "Contract Number" line and identified the corresponding DOD entities (the Air Force and the Special Operations Forces Support Activity) as the agency/customer for those contracts. AR, Tab 17, Highland Past Performance Proposal at 11, 15. As noted above, for each submitted effort, Highland marked that it was "Prime" for the "Effort" on

was ambiguous. See *Argus Int'l Risk Servs., LLC*, B-411682, B-411682.2, Sept. 25, 2015, at 5 (An ambiguity exists where two or more reasonable interpretations of the solicitation terms are possible.).

the past performance information tool. *Id.* In addition, for customer points of contact, Highland identified government program managers and contracting officers, providing their government email addresses. *Id.* at 14, 18. In sum, nothing in Highland’s proposal indicated that entities other than Highland were the prime contractors on the cited DOD contracts, much less that Highland was submitting its subcontractor arrangements with those entities for evaluation as “non-DOD contracts.”⁸

On this record, we find nothing unreasonable about the agency’s evaluation of Highland’s past performance based on the information submitted in the firm’s proposal-- information relating to contracts on which Highland was not the prime contractor. As noted, agencies are under no obligation to infer information from an offeror’s proposal to determine the offeror’s intent. *See ADNET Sys., Inc., supra.* Here, the agency was not obligated to assume that Highland was submitting its commercial subcontracts for evaluation as non-DOD contracts where the protester’s proposal provided no such indication. Accordingly, we find that the agency reasonably evaluated the information provided in Highland’s past performance proposal and properly concluded that the DOD contracts on which Highland performed as a subcontractor were not relevant.

SelectTech’s Past Performance Evaluation

The protester next challenges the agency’s evaluation of the awardee’s past performance, arguing that the agency unreasonably ignored adverse past performance information and treated offerors disparately. Based on our review of the record, we find the protester’s arguments to be without merit.

Adverse Past Performance Information

Highland challenges the agency’s consideration of adverse performance information relating to one of SelectTech’s critical subcontractors. Specifically, the protester contends that the agency unreasonably disregarded negative past performance information in determining that the past performance of the proposed critical subcontractor had no positive or negative impact on the awardee’s overall confidence rating. Protest at 51-54; Comments & Supp. Protest at 20-28, 43.

⁸ We also note that, for the submittal of a commercial effort for past performance evaluation, the solicitation required offerors to send a “client authorization letter” to each commercial point of contact, requesting and authorizing the contact person to complete a past performance questionnaire. RFP at 9. The solicitation also required offerors to provide copies of such client authorization letters in their proposals. *Id.* Consistent with Highland’s representation that it was submitting DOD contracts for evaluation, its proposal did not include any client authorization letters. *See generally*, AR, Tab 17, Highland Past Performance Proposal. Highland also did not otherwise identify these submitted efforts as commercial contracts. Accordingly, the agency reasonably concluded that since Highland had not submitted any commercial efforts for evaluation, “offeror client authorization letters did not need to be provided.” AR, Tab 13, SSEB Report at 36.

As noted above, our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit or relative relevance of an offeror's past performance is primarily a matter within the agency's discretion. *InfoPro, Inc.*, B-408642.2, B-408642.3, Dec. 23, 2014, at 15. The evaluation of experience and past performance, by its very nature, is subjective; we will not substitute our judgment for reasonably based evaluation ratings. *Mare Solutions, Inc.*, B-413238, B-413238.2, Sept. 14, 2016, at 6-7. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Trilogy Fed., LLC*, B-418461.11, B-418461.18, Feb. 23, 2021, at 5.

SelectTech submitted a total of six past performance efforts for evaluation: two for SelectTech, two for its proposed critical subcontractor, Enflite, and two for its other proposed critical subcontractor, AAR Manufacturing, Inc. See AR, Tab 18, SelectTech Past Performance Proposal at 7-36. The agency found three of these efforts (one for each of SelectTech, AAR, and Enflite) to be recent and relevant with available quality of performance information. AR, Tab 13, SSEB Report at 96. For the relevant effort performed by SelectTech, the agency found the past performance to be very relevant with no negative quality of performance noted. *Id.* The agency evaluated both of the efforts submitted for AAR and Enflite to be somewhat relevant, and considered the quality of performance information on those efforts. *Id.*

As relevant here, the evaluation noted one marginal rating in a CPAR for the effort performed by AAR as a "negative aspect[] of performance." *Id.* In assigning the awardee's past performance an overall rating of substantial confidence, the agency considered that each of the two critical subcontractors was proposed to perform 5 percent of the solicited effort, with SelectTech performing 90 percent, and concluded that the proposed subcontractors' performance had "no positive or negative impact on [the] confidence level for SelectTech to be able to perform this effort." *Id.*

On this record, we find no basis to question the agency's evaluation of SelectTech's past performance. First, contrary to the protester's assertions, the record reflects that the agency fully considered the alleged adverse past performance information--one marginal CPAR rating for a somewhat relevant effort performed by one of the awardee's proposed subcontractors--when assessing the merits of the awardee's past performance. See *id.* at 76-79. Considering this information together with SelectTech's own high-quality performance on a very relevant effort, as well as the small percentage of work proposed for each of SelectTech's subcontractors, the agency reasonably concluded that the subcontractors' past performance did not impact the overall confidence level for SelectTech. *Id.* To the extent the protester disagrees with the agency's reasoned judgment, such disagreement alone does not provide a basis for us to question the agency's judgment. See *SeaTech Sec. Sols.; Apogee Group, LLC*, B-419969.6, B-419969.7, Apr. 21, 2023, at 8.

Disparate Treatment

The protester also argues that the agency applied the relevancy criteria in a disparate manner. Specifically, the protester contends that the agency evaluated one of the awardee's past performance efforts--submitted for a proposed subcontractor--to be "somewhat relevant," even though the awardee was in fact a subcontractor on the cited effort. Comments & Supp. Protest at 36-42. The protester argues that the agency treated offerors unequally by assessing Highland's effort performed as a subcontractor to be not relevant while assessing the similarly subcontractor-performed effort of the awardee as somewhat relevant. *Id.* The agency responds that the difference in the evaluation was based on differences in the offerors' proposals. Supp. COS/MOL at 3-5, 10-12.

We need not decide the merits of this challenge, however, because we find that the protester has not established that it was prejudiced by any error in the agency's evaluation of the effort performed by SelectTech's proposed subcontractor. In this regard, competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *Deloitte & Touche LLP*, B-420038, Oct. 28, 2021, at 12. Where the record establishes no reasonable possibility of prejudice, we will not sustain a protest irrespective of whether a defect in the procurement is found. *Procentrix, Inc.*, B-414629, B-414629.2, Aug. 4, 2017, at 11-12.

Here, we note that, even if the agency had evaluated the challenged reference submitted for SelectTech's subcontractor as not relevant (similar to the agency's treatment of the two Highland subcontracts discussed above), this determination would not have changed the agency's assignment of a substantial confidence rating to SelectTech's past performance. In this regard, as noted above, the SSEB concluded that the quality information received for the efforts performed by the awardee's proposed subcontractors did not have a "positive or negative impact on confidence level" and that the somewhat relevant rating this contract was assessed "did not affect the [overall] confidence level." AR, Tab 13, SSEB Report at 96. The SSA, in turn, broadly agreed with the SSEB's analysis and did not cite the challenged effort in his tradeoff determination--instead citing a separate "very relevant" contract performed by SelectTech as a key discriminator. AR, Tab 12, SSD at 5-6.

Accordingly, we conclude that the protester has not established that it was prejudiced by the Air Force's treatment of this alleged subcontract as somewhat relevant rather than not relevant. Even if the agency had not considered this reference, we see no basis to conclude that Highland would have had a substantial chance of receiving the award. *See Deloitte & Touche LLP, supra.*

Best-Value Tradeoff

The protester challenges multiple aspects of the agency's best-value tradeoff analysis. The protester first argues that the agency's comparative analysis relied on adjectival ratings alone without considering the substantive differences in the offerors' past performance records. Protest at 54-60; Comments & Supp. Protest at 29-36. The protester also contends that the agency improperly drew an adverse inference from Highland's neutral past performance rating in deciding that SelectTech's one favorable past performance record warranted a price premium of 37 percent. *Id.* The agency responds that the SSA thoroughly considered the relative merits of the offerors' proposals and reasonably concluded that SelectTech's superior past performance record warranted the price premium. MOL at 20-22. On the record before us, we find no basis to sustain the protester's challenges to the agency's tradeoff decision.⁹

In a competitive negotiated procurement, a source selection decision must be based upon a comparative assessment of proposals against all of the solicitation's evaluation criteria. FAR 15.308; *ICON Govt. and Public Health Solutions, Inc.*, B-419751, July 2, 2021, at 10. Our review of an agency's price/technical tradeoff decision is limited to a determination of whether the tradeoff was reasonable and consistent with the solicitation's evaluation criteria. *SeaTech Sec. Sols.; Apogee Group, LLC, supra* at 18.

Here, the record does not support the protester's contention that the agency failed to look behind the adjectival ratings or drew an unduly negative inference from Highland's neutral rating. Rather, the record shows that the agency performed a qualitative comparison of proposals, considering past performance and price in accordance with the solicitation's stated evaluation scheme.

As noted above, the solicitation provided that past performance would be considered significantly more important than cost/price in the tradeoff and specifically advised that a "strong record of relevant past performance may be considered more advantageous to the Government than a 'Neutral Confidence' rating." RFP at 33, 40. In its comparative analysis of proposals, the SSA noted that Highland's neutral past performance rating resulted from the firm only submitting efforts performed as a subcontractor, which were found to be not relevant under the solicitation's relevancy criteria. AR, Tab 12, SSD at 3, 5. Also noting that SelectTech was the only offeror that provided "at least one past performance effort in which they were the prime contractor on [an Air Force] contract,"

⁹ We also find no basis to sustain the protester's assertion that the agency's tradeoff unreasonably disregarded Highland's "value-added" offer of an additional warranty on repairs. Protest at 57-58. The solicitation here only provided for evaluation of past performance and price, and for a source selection based on a tradeoff between those factors. See RFP at 33. Thus, the solicitation did not provide any criteria under which the agency could consider Highland's unsolicited offeror of an additional warranty. While the protester argues that the agency could consider the warranty as an "exception[]" taken to the RFP terms and conditions," Comments & Supp. Protest at 34-36 (*citing* RFP at 34), we find this argument unavailing under the solicitation's stated source selection criteria.

the SSA concluded that “SelectTech’s strong record of relevant past performance [was] more advantageous to the Government” and warranted the price premium. *Id.* at 5-6.

On this record, we find that the agency properly considered the relative merits of proposals and weighed their comparative differences in accordance with the stated tradeoff criteria. Accordingly, we find no basis to object to the SSA’s well-reasoned tradeoff decision. See *e.g.*, *Cognosante MVH, LLC; Pro Sphere-Tek, Inc.*, B-421150 *et al.*, Jan. 10, 2023, at 23 (denying protests challenging best-value tradeoff where the SSA specifically noted the benefits associated with the awardee’s proposal that warranted a price premium).

The protest is denied.

Edda Emmanuelli Perez
General Counsel