

# Decision

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**Matter of:** Yang Enterprises, Inc.

**File:** B-418922.4; B-418922.6

**Date:** May 20, 2021

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## DIGEST

1. Protest challenging the agency's evaluation of protester's past performance is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protest challenging the agency's favorable assessment of the awardee's past performance based on the past performance of one of the awardee's joint venture participants is sustained. The evaluation approach was inconsistent with the terms of the solicitation, which limited the use of past performance information from joint venture participants to the areas where the participant would perform the effort.
  3. Protest asserting that the agency unreasonably failed to assign strengths to aspects of the protester's technical approach is denied where the agency reasonably considered the technical approaches to meet, but not exceed, the agency's requirements.
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## DECISION

Yang Enterprises, Inc., a woman-owned, small disadvantaged business located in Oviedo, Florida, protests the award of a contract to Chugach Range and Facilities Services JV, LLC (CRFS), a small business located in Anchorage, Alaska, under request for proposals (RFP) No. FA2521-19-R-A017, issued by the Department of the Air Force for mission and base operations services at Ascension Auxiliary Air Field, on Ascension Island in the South Atlantic. The protester argues that the agency unreasonably evaluated Yang's and CRFS's past performance, unreasonably ignored

strengths in Yang's technical approach, and conducted a flawed best-value tradeoff analysis.

We sustain the protest.

## BACKGROUND

On September 13, 2019, the Air Force issued the RFP as a competitive small business set-aside under Federal Acquisition Regulation part 15. The solicitation contemplates the award of a hybrid contract with fixed-price, cost-reimbursable, and cost-plus-fixed-fee line items. Agency Report (AR), Tab 1, Contracting Officer's Statement (COS) at 3. The Ascension Island mission services (AIMS) contractor will be responsible for lodging and housekeeping; dining; fire/medical emergency management and response; security; morale, welfare and recreation; airfield operations and management; complete logistic functions for facilities, vehicles, and equipment; all civil engineering support; base communications; operations and maintenance of radar and telemetry systems; preventative maintenance; and corrosion control. AR, Tab 3, RFP at 17.

The solicitation anticipated that award would be made on a best-value tradeoff basis, considering the following factors: technical, past performance, and cost/price. AR, Tab 23, RFP § M at 1-2. The technical and past performance factors, when combined, were approximately equal in importance to cost/price. *Id.* at 2. Under the technical factor, the Air Force would evaluate the quality of each offeror's technical solution for meeting the requirements of the performance work statement (PWS). *Id.* The technical factor was comprised of three equally-weighted subfactors: program management, non-mission support services, and mission support services.

Under the past performance factor, the agency would evaluate each offeror's demonstrated recent and relevant record of performance in supplying products and services meeting the PWS requirements. *Id.* at 6. Recent performance was defined as an ongoing effort or one that was performed during the past three years. *Id.* With regard to relevancy, the solicitation stated that the Air Force would evaluate the past performance of the offeror, major subcontractors, teaming partners, and joint venture partners "focusing on performance that is relevant to the [t]echnical subfactors and [c]ost/[p]rice factor for those requirements that they are proposed to perform." *Id.* The RFP stated that the agency "may consider past performance in the aggregate in addition to on an individual contract basis." *Id.* In addition, the Air Force reserved the right to use both the information provided in an offeror's past performance proposal volume and information obtained from other sources available to the government, including the Past Performance Information Retrieval System (PPIRS). *Id.*

The solicitation provided that the relevancy of each past performance effort would be evaluated under the following three subfactors matching the three technical subfactors: program management, non-mission support services, and mission support services. *Id.* The solicitation included a detailed chart defining the criteria to be met for a rating of very relevant, relevant, or somewhat relevant under each subfactor. *Id.* at 7. A very

relevant effort under the program management subfactor would meet the following criteria: (1) involve a magnitude of at least \$15 million on a single base operations support contract; (2) involve the management of foreign laborers; and (3) have a staff of more than 80 employees. *Id.* A very relevant effort under the non-mission support services subfactor would meet the following criteria: (1) involve the operation of a base services contract which includes civil engineering, facility maintenance, dining hall, fire protection, airfield operations, and motor pool functions; and (2) involve the performance of outside the continental United States (OCONUS) logistic operations. *Id.* For the mission support services subfactor, a very relevant effort would involve (1) the provision of radar operations and maintenance and (2) telemetry operations and maintenance. *Id.*

On October 28, the Air Force received proposals from offerors, including Yang and CRFS. COS at 12. CRFS is a joint venture comprised of Chugach Consolidated Solutions, LLC, a small business protégé, and Wolf Creek Federal Services, Inc., the incumbent, large business mentor. On June 30, 2020, after conducting two rounds of discussions, the Air Force announced the award of the contract to CRFS. *Id.* Yang filed a protest of the contract award, which our Office docketed as B-418922.1. On September 8, the Air Force notified our Office that it would take corrective action in response to the protest by reopening discussions, reevaluating proposals, and making a new source selection determination. As a result of this corrective action, our Office dismissed the protest as academic.

Following additional rounds of discussions, the agency evaluated Yang’s and CRFS’s proposals as follows:

	Yang	CRFS
<b>Technical Factor</b>		
Program Management	Good	Acceptable
Non-Mission Support Services	Good	Good
Mission Support Services	Acceptable	Outstanding
<b>Past Performance</b>	<b>Satisfactory Confidence</b>	<b>Substantial Confidence</b>
<b>Cost</b>	<b>\$110,379,234</b>	<b>\$112,991,156</b>

AR, Tab 98, Source Selection Decision Document (SSDD) at 6. CRFS’s substantial confidence rating was based on past performance assessed as very relevant across all three past performance subfactors coupled with largely exceptional or very good past performance ratings across all evaluation areas. *Id.* at 8. Yang’s satisfactory past performance rating was based on its failure to demonstrate very relevant work for two of the past performance subfactors (program management and non-mission support

services), and on “recent negative past performance” that “currently only has [s]atisfactory performance ratings.” *Id.* at 8.

Based on CRFS’s superior past performance and “much stronger” mission support services approach, the Air Force determined that it was in its best interest to pay a price premium to CRFS even while acknowledging Yang’s stronger program management approach. *Id.* at 12.

On December 15, the Air Force announced the award to CRFS. This protest followed.

## DISCUSSION

The protester argues that the agency unreasonably evaluated Yang’s and CRFS’s past performance, failed to credit advantageous features of Yang’s technical approach with strengths, and conducted a flawed best-value tradeoff. For the evaluation of Yang’s past performance, the protester argues that the Air Force placed undue weight on one negative past performance reference and unreasonably failed to consider relevant past performance. For the evaluation of CRFS’s past performance, the protester contends that the agency assigned the joint venture a substantial confidence rating despite the lack of past performance for either the joint venture or its managing joint venture participant. The protester asserts that the agency evaluated proposals inconsistently with the solicitation evaluation criteria by crediting contracts performed by the large business joint venture participant, even where that participant was not proposed to perform the same work on the AIMS contract. Yang also challenges the agency’s technical evaluation, arguing that the Air Force unreasonably failed to credit advantageous features of Yang’s approach. The protester contends that the above errors led to a flawed best-value tradeoff.<sup>1</sup>

### Protester’s Past Performance

The protester challenges the agency’s evaluation of the relevance and quality of Yang’s past performance. With respect to relevance, the protester takes issue with the agency’s determination that Yang demonstrated very relevant work for only the mission support services subfactor. The protester asserts that this determination was unreasonable and that the determination also should have been credited Yang with very relevant past performance for the program management and non-mission support services subfactors.

With respect to the program management subfactor, the protester argues that, in the aggregate, its past performance efforts met the three criteria applicable to very relevant past performance efforts. (As previously noted, these criteria were a magnitude of at least \$15 million on a single base operations support contract, the management of

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<sup>1</sup> While we do not address every argument raised by the protester, we have considered each argument and, with the exception of those arguments discussed herein, find no basis to sustain the protest.

foreign laborers, and a staff of more than 80 employees. AR, Tab 23, RFP § M at 7.) Yang argues that its subcontractor performed a relevant effort that met all three of these criteria. Yang further argues that two of its other past performance efforts (performed by Yang itself) met two of the criteria (magnitude of more than \$15 million and staff of more than 80 employees).

The evaluation of proposals, including the evaluation of past performance, is a matter largely within the contracting agency's discretion. *DRA Software Training*, B-289128, B-289128.2, Dec. 13, 2001, 2002 CPD ¶ 11 at 2. In reviewing a protest of an agency's evaluation of proposals, our Office will not reevaluate proposals but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Shumaker Trucking & Excavating Contractors, Inc.*, B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. While we will not substitute our judgment for that of the agency, we will sustain a protest where the agency's conclusions are inconsistent with the solicitation criteria, undocumented, or not reasonably based. See *Sonetronics, Inc.*, B-289459.2, Mar. 18, 2002, 2002 CPD ¶ 48 at 3.

Here, we find that the agency reasonably concluded Yang's past performance did not rise to the level of very relevant for the program management subfactor because Yang's references did not involve the management of foreign laborers. In response to Yang's assertion that its subcontractor's past performance involved the management of foreign laborers, the agency explained that it did not credit this past performance effort because Yang did not propose to use its subcontractor to perform program management tasks. In this respect, the solicitation stated that the agency would determine the relevancy of individual contracts by considering "the effort, or portion of the effort, being proposed by the offeror, major subcontractor, teaming partner, or joint venture partner whose contract is being reviewed and evaluated," and that past performance "for work that they are not proposed to perform will not be evaluated." AR, Tab 23, RFP § M at 6. Yang's past performance proposal noted the responsibilities assigned to its subcontractor as [DELETED]. See AR, Tab 37, Yang Past Performance Vol. at 7; see also AR, Tab 92, Second Pre-Final Proposal revisions Briefing at 47.

Yang argues that the agency's conclusion was unreasonable because Yang proposed that its subcontractor would provide both the [DELETED], a key personnel position tasked with oversight of the [DELETED], and personnel in the [DELETED] group.

We find, however, that the provision of these personnel is consistent with the agency's conclusion that the subcontractor would be responsible for non-program management tasks. In this regard, while the [DELETED] is cited in Yang's organization chart as addressing the program management task, along with 10 other PWS tasks, the protester's technical proposal discusses the role of the [DELETED] in connection with non-program management tasks such as [DELETED]. See AR, Tab 91, Yang

Technical Proposal at 59, 78.<sup>2</sup> Similarly, the agency reasonably concluded that the subcontractor's personnel proposed to perform the [DELETED] effort are not providing program management on the instant effort.

In sum, we conclude that the Air Force reasonably determined that Yang's subcontractor was not proposed to perform program management on the AIMS contract and the agency therefore did not credit Yang with its subcontractor's past performance under this subfactor.

For the evaluation of the non-mission support services subfactor, the protester contends that its past performance demonstrated, in the aggregate, very relevant past performance. As previously noted, to be evaluated as very relevant under the non-mission support services subfactor, an effort would need to (1) involve the operation of a base services contract which includes performance of the following areas: civil engineering, facility maintenance, dining hall, fire protection, airfield operations, and motor pool functions; and (2) involve the performance of OCONUS logistic operations. AR, Tab 23, RFP § M at 7. The protester argues that it met the first criterion, in the aggregate, through four different contract efforts, and met the second criterion on two of its efforts. The protester notes that the solicitation provided that the agency "may consider past performance in the aggregate in addition to on an individual contract basis." *Id.* at 6. While two of these past performance efforts were submitted in other subfactor sections of Yang's past performance volume (and not cited in the non-mission support services subfactor section), the protester argues that the agency should nonetheless have considered them as part of its review of past performance for the non-mission support services subfactor.

In this respect, the protester contends that one of the contracts that it provided (for operations and maintenance of the Arecibo Observatory (OMAO)) as a reference for a different subfactor (program management) involved experience with four of the areas required to meet criterion one of the non-mission support services subfactor. The protester argues that this contract, coupled with the three references Yang provided for the non-mission support services subfactor, together satisfied all of the elements of the first criterion. The protester further asserts that its OMAO contract and its subcontractor's [DELETED] contract--which was provided as a reference for the program management subfactor--met the second criterion.

Here, we find the agency reasonably limited its past performance evaluation to the references cited by Yang for the applicable subfactor.<sup>3</sup> As the agency notes, the

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<sup>2</sup> Citations to Yang's technical proposal (AR, Tab 91) and the source selection evaluation board (SSEB) report (AR, Tab 94) are to the pagination created in response to this protest rather than the page numbers contained in the original documents.

<sup>3</sup> The Air Force also reviewed contractor performance reporting system (CPARS) reports located in PPIRS, a process that complied with the solicitation's evaluation criteria. See AR, Tab 23, RFP § M at 6.

solicitation cautioned offerors “to submit sufficient information and in the format specified in Section L.” See AR, Tab 23, RFP § M at 9. Section L instructed offerors to submit a maximum of three citations to address each technical subfactor and to provide a detailed description of the contract effort, including the “relevancy of the [o]fferor’s past performance with respect to the areas in each evaluation factor.” AR, Tab 20, RFP § L at 12.

Offerors were therefore on notice of the requirement to identify relevant past performance efforts in the correct section of their past performance volume, and to provide a detailed description of the effort and an explanation of the effort’s relevance to the particular area. Moreover, it is an offeror’s responsibility to submit an adequately written proposal that demonstrates the merits of its approach; an offeror runs the risk of having its proposal downgraded or rejected if the proposal is inadequately written. *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.10 *et al.*, July 2, 2018, 2018 CPD ¶ 297 at 20. Additionally, contracting agencies are not obligated to search proposals for needed information that the offeror has omitted or failed to adequately present. *Océ Gov’t Servs., Inc.*, B-409922, Sept. 18, 2014, 2014 CPD ¶ 277 at 6

Yang, however, did not submit the two references discussed above in the portion of its past performance volume addressing the non-mission support services subfactor. In light of the protester’s failure to present this information in the manner directed by the solicitation, we find that the agency acted reasonably in not crediting such efforts.

The protester also challenges the weight assigned by the Air Force to a negative CPARS report on a somewhat relevant effort Yang performed for the United States Strategic Command. The protester contends that the agency “fixated” on this effort, which was unreasonable because Yang subsequently improved its rating and also because Yang submitted more recent and more relevant past performance efforts on which it received exemplary scores. Comments at 6.

The record fails to support the protester’s contention that the agency improperly inflated the weight given to this negative past performance. Instead, the record demonstrates that the agency noted the negative past performance, while also noting that Yang’s more recent past performance on the same contract effort was satisfactory. See, e.g., AR, Tab 94, SSEB Report at 20. While this past performance effort was found to be only somewhat relevant, we are not persuaded that the agency’s balanced consideration reflected an improper placement of undue weight on the negative ratings.

#### Awardee’s Past Performance

The protester also challenges the agency’s evaluation of CRFS’s past performance. In this respect, Yang asserts that the agency unreasonably overlooked the lack of past performance for both the joint venture and the small business protégé joint venture partner and credited CRFS with very relevant past performance based on contracts performed by Wolf Creek, the large business mentor joint venture partner, and by a proposed subcontractor. In the protester’s view, this was unreasonable because the

small business protégé was proposed to perform a significant role on the AIMS contract, including having responsibility over program management. Comments at 14.

In addition, the protester argues that the agency credited Wolf Creek with past performance in areas that it was not proposed to perform on the AIMS contract, in violation of the solicitation's evaluation criteria. In this respect, the protester argues that the agency should not have credited Wolf Creek's past performance for the first two past performance subfactors (program management and non-mission support services) because the small business protégé (and not Wolf Creek) was proposed to be responsible for program management and several of the non-mission support service areas ([DELETED]) on the instant effort.

The record supports the agency's conclusion that Wolf Creek was not proposed to perform in these areas, and was instead proposed to perform [DELETED]. AR, Tab 61, SSEB Report at 45. The agency does not dispute Wolf Creek was not proposed to perform in these areas, but argues that it was not obligated to downgrade CRFS's past performance based on its reliance on the past performance of Wolf Creek and CRFS's subcontractor. It also asserts that it reasonably attributed the past performance of Wolf Creek to the joint venture itself, and that this was consistent with Small Business Administration (SBA) regulations applicable to the SBA's mentor-protégé program as well as our Office's prior decisions.<sup>4</sup>

In this regard, the agency notes that 13 C.F.R. § 125.8(e) requires a procuring activity to consider the work done by each partner to a joint venture, and states that an agency cannot "require the protégé firm to individually meet the same evaluation or responsibility criteria as that required of other offerors generally." The regulation further states that "[t]he partners to the joint venture in the aggregate must demonstrate the past performance, experience, business systems and certifications necessary to perform the contract." The Air Force contends that adopting the strict interpretation of the solicitation espoused by the protester would be contrary to this SBA regulation. Agency Response to GAO Request for Additional Briefing at 5 (*citing Amaze Techs., LLC, B-418949 et al.*, Oct. 16, 2020, 2020 CPD ¶ 347).

As an initial matter, we note that the agency is relying on a version of the SBA regulation that became effective on November 16, 2020 (after the instant solicitation was issued) via a final rule that expressly stated that it was not "retroactive or

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<sup>4</sup> The SBA's small business mentor-protégé program allows small or large business firms to serve as mentors to small business protégé firms in order to provide "business development assistance" to the protégé firms and to "improve the protégé firms' ability to successfully compete for federal contracts." 13 C.F.R. § 125.9(a) & (b). One benefit of the mentor-protégé program is that a protégé and mentor may form a joint venture. *Id.* § 125.9(d). If SBA approves a mentor-protégé joint venture, the joint venture is permitted to compete as a small business for "any government prime contract subcontract or sale, provided the protégé qualifies as small for the procurement." *Id.* § 125.9(d)(1); see also 13 C.F.R. §§ 121.103(b)(6) & (h)(1)(ii).

preemptive.” Consolidation of Mentor-Protégé Programs and Other Government Contracting Amendments, 85 Fed. Reg. 66146, 66176 (Oct. 16, 2020). Because this version of the regulation was not in effect until more than a year after initial proposals were submitted, it is not relevant to our interpretation of the solicitation provision at issue. Instead, we examine the regulation in effect at the time of the issuance of the solicitation, which stated:

e) Past performance and experience. When evaluating the past performance and experience of an entity submitting an offer for a contract set aside or reserved for small business as a joint venture established pursuant to this section, a procuring activity must consider work done individually by each partner to the joint venture as well as any work done by the joint venture itself previously.

13 C.F.R. § 125.8(e) (2016).

Our Office previously sought SBA’s views about how the prior version of 13 C.F.R. § 125.8(e) should be applied in the context of a protest considering whether a solicitation could impose a limit on the number of projects that could be submitted by a large business mentor firm. In response, the SBA advised that in evaluating the experience of a joint venture “neither SBA regulations nor the Small Business Act specifically address the relative consideration that an agency must give to the past performance of a large business mentor in a mentor-protégé joint venture, as compared to a small business protégé.” *Ekagra Partners, LLC*, B-408685.18, Feb. 15, 2019, 2019 CPD ¶ 83 at 6 (*citing* SBA Comments, Feb. 1, 2019, at 1). Thus, our Office found that the regulations neither mandated a specific degree of consideration for the mentor and the protégé firm, nor prohibited an agency from limiting the experience that may be provided by one of the members of the joint venture. *Id.*

Similarly here, we conclude that nothing in the regulation contravenes the plain meaning of the solicitation. In this respect, the solicitation limits the evaluation of the past performance for the “offeror, major subcontractors, teaming partners or joint venture partners . . . [to the areas of] work that they are proposed to perform.” AR, Tab 23, RFP § M at 6. Such an interpretation does not prevent the attribution of the mentor’s past performance to the joint venture itself. Instead, it limits the types of past performance that will be attributed to the joint venture by requiring the experience to involve the same functional areas that the joint venture partner is proposed to perform on the AIMS contract.

In sum, we conclude that the agency acted inconsistently with the solicitation by crediting Wolf Creek with past performance in areas that it was not proposed to perform on the AIMS contract. This was particularly unreasonable because the agency, citing the same solicitation provision, did not credit Yang with the past performance of its subcontractor, for those areas where the subcontractor was not proposed to perform.

## Technical Evaluation

The protester argues that the agency unreasonably failed to credit Yang's technical proposal with several strengths, including a strength previously assigned to Yang's proposal for proposed communications improvements that the agency removed after its reevaluation of proposals during corrective action.<sup>5</sup>

With respect to the proposed communications improvements, Yang was originally credited with a strength under the non-mission support services technical subfactor based on the agency's finding that Yang's communications improvement approach, which included a bandwidth enhancement schedule, "has the potential to increase productivity, effectiveness, and long-term cost savings." Protest at 10. During a reevaluation, this strength was removed, however, as the agency explained during discussions with Yang. The agency explained that previously identified failures in satellite communications (SATCOM) had been corrected such that Yang's approach was no longer anticipated to be beneficial and was "now viewed as an excess." AR, Tab 78, Evaluation Notice Round 4 at 5. In response to this notice, the protester reduced the number of personnel associated with its approach to analyzing and maximizing the SATCOM link, but kept its approach for communications and network service enhancement.<sup>6</sup> The protester argues that its approach still merited a strength because it proposed benefits beyond simply upgrading the SATCOM bandwidth.<sup>7</sup>

An agency's judgment that the features identified in a proposal do not significantly exceed the requirements of the solicitation, and thus do not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4.

Here, we conclude that the agency reasonably found that Yang's approach met the requirements of the solicitation, but did not warrant the assessment of a strength. In this regard, the contracting officer explained that while Yang's approach was acceptable and knowledgeable, the benefit of the approach was limited. In this regard, the agency

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<sup>5</sup> In its initial protest filing, the protester asserted that the agency should have assigned six additional strengths to Yang's technical proposal. The agency's memorandum of law addressed each of these arguments; however, the protester's comments on the agency report only discussed two of the original six strengths. We therefore consider the protester to have abandoned its arguments with respect to the remaining strengths. *See Medical Staffing Sols. USA*, B-415571, B-415571.2, Dec. 13, 2017, 2017 CPD ¶ 384 at 3.

<sup>6</sup> This approach involved a preliminary analysis, the identification of gaps and improvements, the proposal of alternate solutions, a description of costs and benefits, and then making recommendations to the government. COS at 34.

<sup>7</sup> The protester asserts that such benefits included: [DELETED]. Protest at 11-12.

explained that it expected to reach the maximum capacity of the SATCOM link as a result of corrections implemented by the Air Force, including installing network accelerators and migrating the SATCOM link over to multiprotocol label switching. AR, Tab 78, Evaluation Notice Round 4 at 5. The agency further noted that it did not have the authority to modify or add an additional SATCOM terminal. *Id.*

While the protester contends that its approach would result in additional benefits beyond simply upgrading the SATCOM bandwidth, we have reviewed these assertions, as well as the agency's response, and are not persuaded that the claimed benefits are adequately supported or necessitated the assignment of a strength. For example, the protester asserts that its approach provides a "proven phased approach implemented on similar range complexes that focuses on improving performance of communications and network systems through system updates and enhancements." Protest at 11. As the agency notes, however, the protester did not provide details, support for, or explain how this benefit would be realized. COS at 34.

Another claimed benefit of Yang's proposed approach was its implementation of the [DELETED] tool. Yang asserts the approach would "improve performance of the network through detection, isolation and diagnosing any network anomalies, and/or congestion to maintain the network at optimal performance." Protest at 11. As the agency explains, however, Yang did not provide details in its proposal as to how the tool would maintain optimal performance or how the tool would be implemented. The Air Force explains that these are important details because the AIMS contract does not control the main functions of the network. COS at 36.

In sum, we find that the agency acted reasonably in determining that Yang's proposed communications improvement approach no longer merited a strength following the agency's corrective actions. While the protester contends that its approach still would provide additional benefit, ultimately the proposal lacked detail into how these claimed benefits would be realized and how the approach exceeded the PWS requirements. We therefore find that the agency reasonably did not assign an additional strength for this feature.<sup>8</sup>

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<sup>8</sup> Similarly, we do not agree with the protester's assertion that its technical approach should have been credited with a strength due to the proposed approach for performing radar accuracy monitoring. As the agency noted, the approach did not propose to exceed the availability operational threshold of 90 percent or provide further detail into how the approach exceeded the RFP evaluation criteria. COS at 39. The protester also argues that the [DELETED] value of its proposed satellite tool kit--to be used to "develop the integration of the radar calibration and radar parameter databases"--demonstrated that its approach exceeded requirements. Protest at 12. We find, however, that the asserted value of the tool kit, by itself, does not provide a basis to question the agency's judgment, because the protester has not adequately demonstrated that the tool kit would functionally exceed the PWS requirements to the benefit of the agency.

## Prejudice

Finally, we turn to the question of whether Yang was prejudiced by the Air Force's unreasonable evaluation of CRFS's past performance. Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. *Raytheon Co.*, B-409651, B-409651.2, July 9, 2014, 2014 CPD ¶ 207 at 17. In addition, we resolve any doubts concerning the prejudicial effect of an agency's actions in favor of the protester. *Delfasco, LLC*, B-409514.3, March 2, 2015, 2016 CPD ¶ 192 at 7.

As discussed above, we find that had the Air Force reasonably evaluated CRFS's past performance, it may have found that CRFS's past performance should not have been rated very relevant under the program management and non-mission support services subfactors. A change to these conclusions could have materially affected the relative standing of the two offerors, as Yang's proposal was already lower-priced and superior under the first technical subfactor (program management). In light of this, we conclude that Yang has demonstrated a reasonable possibility of competitive prejudice.

## RECOMMENDATION

We recommend that the Air Force reevaluate CRFS's past performance and make a new selection decision. We also recommend that the agency reimburse Yang its costs associated with filing and pursuing the protest, including reasonable attorneys' fees. Bid Protest Regulations, 4 C.F.R. § 21.8(d). The protester's certified claim for costs, detailing the time expended and costs incurred, must be submitted to the agency within 60 days after the receipt of this decision. *Id.* at § 21.8(f).

The protest is sustained.

Thomas H. Armstrong  
General Counsel