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Decision

Matter of: Bluehawk, LLC

File: B-421201; B-421201.2

Date: January 18, 2023

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Richard L. Moorhouse, Esq., Christopher M. O'Brien, Esq., and Timothy L. McLister, Esq., Greenberg Traurig LLP, for Global Dimensions, LLC, the intervenor.
Major Benjamin W. Hogan, Andrew J. Smith, Esq., and Lieutenant Colonel Abraham L. Young, Department of the Army, for the agency.
Paula A. Williams, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency unreasonably failed to assign multiple strengths to protester's proposal is denied where protester fails to demonstrate that agency's evaluation was unreasonable or inconsistent with the terms of the solicitation. Protest challenging the agency's evaluation of the awardee's proposal is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.
 2. Protest challenging agency's selection of a higher technically rated proposal at a higher price is denied where agency reasonably evaluated offerors' proposals and identified a discriminator to justify selection of the higher-priced proposal.
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DECISION

Bluehawk, LLC, a small business located in West Palm Beach, Florida, protests the issuance of a task order to Global Dimensions, LLC (GLD), a small business located in Fredericksburg, Virginia, by the Department of the Army under request for task order proposals (RFTOP) No. W911W4-22-R-OMC2, to acquire foreign language linguist support services. Bluehawk challenges the agency's evaluation of proposals, and the agency's best-value tradeoff and selection decision.

We deny the protest.

BACKGROUND

On April 27, 2022, the Army issued the solicitation pursuant to the procedures of Federal Acquisition Regulation subpart 16.5, to holders of the Department of Defense's Language Interpretation and Translation Enterprise II multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts. RFTOP at 4.¹ The competition was further limited to participants in the train and sustain pool of small business contractors. *Id.*

The solicitation sought proposals for qualified linguist support in order to provide foreign language interpretation, translation, and transcription services for the Office of Military Commissions (OMC) and the Office of the Chief Prosecutor. *Id.* at 17. The solicitation included a performance work statement (PWS) requiring the contractor to provide support services to include, recruitment, personnel security vetting, retention, replacement of linguists, and on-site management and supervision during the period of performance. *See generally, id.* at 16-45.

The solicitation contemplated issuance of a single time-and-materials task order for a base year (which included a transition period) and four 1-year options.² *Id.* at 18. The solicitation advised that the task order would be issued on a best-value tradeoff basis, considering two evaluation factors: linguist continuity and price. Linguist continuity was to be significantly more important than price. *Id.* at 67. The solicitation provided that the agency would evaluate proposals under the linguist continuity factor in relation to the requirements described in sections C and L of the solicitation. Section L.14.1 of the solicitation required the offeror to provide a written narrative that complied with section C.2.3.5.5 in describing its "proposed approach for recruiting and retaining linguists to include their methods and processes for supplying qualified candidates to the Government." *Id.* at 62.

Of specific relevance, section C.2.3.5.5 required that the successful offeror:

[H]ave recruiting processes that ensure the highest probability of candidate success in being cleared to perform on this effort (*i.e.* candidates have official/existing records and historical points of contacts that allow for efficient execution of background investigations for obtaining required security clearance and passing counterintelligence (CI) vetting) in order to provide and maintain required linguist fill rate. The contractor shall have processes to maximize linguist retention.

Id. at 27. Section M.6.2 of the solicitation provided that the agency would evaluate the offeror's "proposed approach and understanding, including the risk of unsuccessful

¹ The RFTOP was amended twice. References herein are to the version issued by the agency as amendment 0002 and provided as exhibit 4(c) of the agency report.

² For each performance period, the solicitation also included cost contract line items for materials, travel, and other direct costs. *See generally*, RFTOP at 6-16.

performance, to recruiting and retaining linguists, to include their methods and processes for supplying qualified candidates to the [g]overnment.” *Id.* at 69. For price, the solicitation advised that the agency would evaluate an offeror’s total price for reasonableness. *Id.*

The Army received proposals from eight offerors, including Bluehawk, the incumbent contractor, and GLD. Contracting Officer’s Statement (COS) at 2; Agency Report (AR) Exh. 6(a), Source Selection Decision (SSD) at 5. The agency’s technical evaluation team (TET) evaluated proposals and assigned one of five adjectival ratings: outstanding; good; acceptable; marginal; or unacceptable, based on the agency’s qualitative assessment of the proposal’s evaluated strengths, weaknesses, significant weaknesses, or deficiencies. RFTOP at 68-69. A strength was defined as: “[a]n aspect of an offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the [g]overnment during contract performance.” COS at 4.

GLD received an overall rating of outstanding³ under the linguist continuity factor, with an evaluated price of \$26,004,308, whereas Bluehawk received an overall rating of good,⁴ at an evaluated price of \$22,769,372. AR Exh. 6(a), SSD at 6. The agency found both offerors’ prices to be fair and reasonable. *Id.* at 8, 14.

As relevant to this protest, the agency assigned GLD’s proposal a rating of outstanding under the linguist continuity factor based on two evaluated strengths and no weaknesses or deficiencies. *Id.* The first strength was assigned based on GLD’s proposed use of its own [DELETED] management information system [DELETED] which would integrate management [DELETED] of the effort (including linguist recruitment and retention), timely alert GLD to performance issues, and increase GLD’s ability to manage human capital and reduce staffing risk, thereby providing a lower risk solution to the government. The second strength was assigned to GLD’s proposal for its commitment to hire incumbent personnel and otherwise timely staff the effort. *Id.* at 7, 15. In evaluating Bluehawk’s proposal as good, under the linguist continuity factor, the TET identified one strength and no weaknesses or deficiencies. *Id.* at 6, 12. The strength was assigned to Bluehawk’s proposal to hire incumbent linguist as it had commitments from the current linguists to continue performance. This approach, the TET noted, would allow Bluehawk to retain its organizational knowledge, prevent staffing delays, and reduce the resources to process new personnel. *Id.*, Exh. 6(b), Bluehawk TET Evaluation Report at 4.

³ The solicitation provided that a rating of outstanding was assigned where the proposal “indicates an exceptional approach and understanding of the requirements,” contains “strengths which far outweigh any weaknesses,” and the risk of unsuccessful performance is very low. RFTOP at 68.

⁴ A rating of good was assigned where the proposal “indicates a thorough approach and understanding of the requirements,” contains “strengths which outweigh any weaknesses,” and risk of unsuccessful performance is low. RFTOP at 68.

The contracting officer, who served as the source selection authority (SSA), reviewed and adopted the technical and cost evaluation results and conducted a comparative assessment of proposals. The SSA compared Bluehawk's \$3.2 million lower-priced and lower technically rated proposal to GLD's higher-priced, higher technically rated proposal. As part of the comparison of Bluehawk's and GLD's proposals, the SSA noted that GLD's technical superiority was based on the strength assessed for its [DELETED] tool and the unique benefits this tool provided to the agency. AR Exh. 6(a), SSD at 14-15. The SSA also noted that both offerors proposed relatively similar vetting processes, and the continuity approach proposed by both offerors--with one strength each--for their approach to hiring incumbent linguists were essentially equal. *Id.* at 15.

The key discriminator identified by the SSA was the management tools proposed by the offerors. Specifically, as noted above, the SSA identified GLD's proposed [DELETED] tool as warranting a strength because it increased the government's confidence in GLD's ability to successfully manage human capital and reduce staffing risks. In this regard, the SSA found that the awardee's proposed tool is an integrated system used for managing recruiting, [DELETED]. AR Exh. 6(a), SSD at 6-7. The SSA further found meritorious GLD's proposal to [DELETED] to the system "to support accurate and timely [DELETED] with OMC's systems, manage recruiting, pre-vetting, and retention measures/metrics, and provide [DELETED] for personnel status and other required data." *Id.* at 7. The SSA found that the awardee's proposed tool was advantageous and provided the government a lower risk solution as it will provide GLD with a detailed, organized view of all aspects of the effort which can alert it to issues regarding performance. *Id.* at 8.

The SSA also recognized that Bluehawk proposed a collaborative candidate management tool, [DELETED], for workflow processing and establishing talent pools. *Id.* at 13. The SSA, however, found GLD's more comprehensive solution to be more advantageous, and the unique strengths associated with the awardee's proposed solution warranted the associated price premium. *Id.* at 14-15.

On September 22, the Army issued the task order to GLD with a total value, including option years, of \$26,004,308. On the same date, the agency notified Bluehawk that it was an unsuccessful offeror. AR Exh. 7(d), Unsuccessful Offeror Letter. The agency provided a written debriefing that concluded on October 6. Exh. 7(b), Army's Debriefing Responses. This protest followed.⁵

DISCUSSION

⁵ The task order at issue is valued in excess of \$25 million, and was placed under an IDIQ contract established by the Department of Defense. Accordingly, our Office has jurisdiction to consider Bluehawk's protest. 10 U.S.C. § 2304c(e)(1)(B).

Bluehawk argues that the Army unreasonably evaluated proposals under the linguist continuity factor. Specifically, the protester argues that the agency: (1) unreasonably failed to assign additional strengths to the protester's proposal; (2) evaluated the proposals in an unreasonable and unequal manner with regard to strengths assigned to GLD's proposal; and (3) failed to perform a reasonable best-value tradeoff.⁶ Protest at 11-19. We have reviewed all of Bluehawk's arguments and discuss below several representative examples of its allegations, the agency's responses, and our conclusions. Based on our review, we find no basis to sustain the protest.

Evaluation of Bluehawk's Proposal

Bluehawk argues that the Army failed to award it several additional strengths for various meritorious aspects of its proposal under the linguist continuity factor. In the protester's view, the additional strengths under this factor would have improved its overall rating from good to outstanding and its lowest-priced proposal would have had a greater chance of being selected for the task order. Comments & Supp. Protest at 2-5; Protester's Supp. Comments at 12-13. The Army responds that the areas identified by the protester were reasonably evaluated and none were found to warrant any additional unique strengths to support an evaluation rating better than the rating of good assigned to Bluehawk's proposal. COS at 4-9; Memorandum of Law (MOL) at 6.

In reviewing protests of an agency's evaluation and source selection decision in a task order competition, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the stated evaluation criteria, and applicable procurement laws and regulations. *Sapient Gov't Servs., Inc.*, B-412163.2, Jan. 4, 2016, 2016 CPD ¶ 11 at 4. The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is a matter within the contracting agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 10; *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6.

Relevant here, an agency's judgment that the features identified in a proposal do not significantly exceed the requirements of the solicitation or provide advantages to the government--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. A protester's disagreement with the agency's judgment in its determination of the relative merit of competing proposals, without more, does not establish that the evaluation was unreasonable. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8; *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7. On the record presented, we see no basis to question the agency's evaluation.

⁶ The protester initially challenged the reasonableness of the agency's price evaluation, but it subsequently withdrew that objection. Comments & Supp. Protest at 1 n.1.

As one example, the protester argues that the agency unreasonably failed to assign a strength to its proposal for its candidate vetting approach. In this regard, the protester asserts that its vetting approach provided special steps to screen for conflicts of interest, including requiring candidates to [DELETED]. Protest at 13 (*citing* AR Exh. 5(b), Bluehawk Tech. Proposal at 3); Comments & Supp. Protest at 2-3. According to the protester, the agency should have assessed a strength for these aspects of its approach because they were exceptional, indicated an understanding of the solicited requirements, and presented a very low risk of unsuccessful performance. Protest at 13. In this respect, the protester argues that the TET's contemporaneous positive findings with respect to Bluehawk's recruiting and vetting approach demonstrate that a distinct strength was warranted.⁷

The agency responds that the TET reasonably evaluated Bluehawk's vetting approach and concluded that the approach met the PWS requirements, which in turn increased the evaluators' confidence that Bluehawk "will supply qualified candidates to the [g]overnment" and that the approach "demonstrates an understanding of the requirement and increases [the protester's] ability to fill staffing vacancies [,] which reduces risk of unsuccessful performance." AR Exh. 6(b), Bluehawk TET Evaluation Report at 3-4. The agency explains, however, that while components of the protester's vetting approach "were described somewhat positively" by the evaluators, these components were not considered "extraordinary" or advantageous by the TET to warrant the assessment of individual strengths or to support an overall outstanding rating. COS at 7; *see also* AR, Exh. 6(b), Bluehawk TET Evaluation Report at 3 (finding that Bluehawk's approach to recruiting and vetting "meet[s] the requirement").

⁷ Across its various specific challenges to the agency's evaluation, the protester argues that the contemporaneous evaluation record fails to explain why the agency did not assign additional strengths to its proposal, and that we should ascribe little or no weight to the agency's responses to the protest because such additional information constitutes improper *post-hoc* explanations. Comments & Supp. Protest at 3; Protester's Supp. Comments at 12-13. We find no basis to reject the agency's reasonable responses to the protester's allegations raised during the protest process.

Arguments that an agency failed to assign a strength to a proposal will almost always, by their nature, require responses from the agency that are not contained in the contemporaneous record because agencies are not required to catalog and document every aspect of an offeror's proposal that meets, but does not exceed, the solicitation requirements. *See Unispec Enters., Inc.*, B-407937, B-407937.2, Apr. 16, 2013, 2013 CPD ¶ 104 at 8. Our Office has explained previously that we will not sustain a protest where an agency reasonably explains that it considered whether the protester's proposal merited additional strengths, but concluded that the aspects of the proposal cited did not exceed the solicitation requirements in a manner consistent with the solicitation criteria. *See Avon Protection Sys., Inc.*, B-411569.2, Nov. 13, 2015, 2016 CPD ¶ 33 at 8.

Rather, the agency submits that Bluehawk's vetting approach was "standard for the industry"; that is, the agency considered the components of its vetting approach "standard business practices for staffing companies." *Id.* The agency reports that contractors in the train and sustain pool know that certain procurements have unique requirements such as, screening candidates for conflicts of interest, and these contractors typically have methods that ensure candidates are vetted in order to meet any unique requirements. In this respect, the PWS specifically requires that the contractor will "ensure that its language service personnel do not have a disqualifying conflict of interest or disqualifying prior employment." RFTOP at 21. According to the agency, [DELETED] is one of those methods; therefore, Bluehawk's proposed [DELETED] was a standard procedure for recruiting potential linguists and did not warrant assignment of a strength.

Although Bluehawk disagrees that its approach to vetting candidates does not exceed customary industry practices and cherry-picks the positive comments in the TET report, the record establishes that the evaluators performed a comprehensive evaluation of Bluehawk's linguist continuity approach and, in their judgment, did not assign strengths for the areas of its proposal that Bluehawk now argues merited additional strengths. As stated previously, a strength was defined as "[a]n aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the [g]overnment during contract performance." COS at 4. Here, the record before us supports the evaluators' conclusions that the protester's approach met the requirements for vetting candidates but did not demonstrate merit or exceed the requirements in a way that would have been advantageous to the agency and no provision of the solicitation mandated a different result.

While Bluehawk attempts to interpret the evaluators' positive assessments as support for its belief that it was entitled to additional strengths, its attempts are unavailing. In this regard, the protester disagrees with the agency's evaluation, yet fails to explain how the agency's evaluation was inconsistent with the stated evaluation criteria. *STG, Inc., supra*. Rather, it attempts to extrapolate the agency's reasonable narrative supporting an overall rating of good to attempt to bootstrap those comments into a unique, additional strength to support a higher rating of outstanding. To the extent the protester argues that the agency should have more favorably viewed this aspect of its proposal, such argument challenging the relative weight assigned to the finding does not demonstrate that the agency's evaluation was unreasonable. Accordingly, Bluehawk's contention that this aspect of its proposal deserved a strength does not provide a basis to conclude the agency's evaluation was unreasonable.

As another example, Bluehawk alleges that the agency failed to identify strengths in its proposal related to its retention approach and in-place pipeline of pre-screened linguists. Protester's Supp. Comments at 12-13. With regard to its retention plan, the protester contends its proposal warranted an additional strength based on its plans to reduce turnover by conducting ongoing assessments of each linguist's capabilities; through employee engagement, to include employee development sessions, performance reviews and mentoring; and by providing competitive compensation and

benefits. Comments & Supp. Protest at 4; see AR Exh. 5(b), Bluehawk Tech. Proposal at 4. The agency responds that it determined that the protester's approach met the PWS requirements, but the retention approach components did not go beyond what is seen throughout the industry and did not merit a strength. COS at 8-9. In this respect, the SSA noted that GLD similarly identified linguist retention as a priority and its program "includes selecting the right employees, employee care, communication, and competitive compensation with benefits," and the awardee also did not receive a separate strength for this aspect of its proposal. AR Exh. 6(a), SSD at 15.

Similarly, Bluehawk asserts that it should have received a strength for its active, in-place pipeline of vetted, pre-screened linguists. Comments & Supp. Protest at 4-5; Protester's Supp. Comments at 12-13. The agency responds that its approach did not merit a strength. Specifically, the agency reports that it was industry norm for a contractor to have a pipeline of pre-vetted linguists to ensure continued contract performance in the event of unforeseen turnover or other manning issues. COS at 9; MOL at 13-14. Indeed, GLD similarly proposed a pipeline of pre-vetted, qualified candidates who meet the OMC's requirements, and was not similarly awarded a strength. See, e.g., AR Exh. 10, GLD Tech. Proposal at 2; Exh. 6(a), SSD at 15 (addressing both offerors' proposed pipelines of qualified personnel).

Again, the protester takes issue with the agency's conclusions regarding both its retention approach and its in-place pipeline of vetted, pre-screened linguists. And, again, the protester fails to explain how the agency's evaluation was inconsistent with the stated evaluation criteria. Bluehawk's objections simply reflect its views regarding the merits of its approach in both aspects of its proposal but its objections do not establish that the evaluation was unreasonable. Based on our review of the record presented, we find the agency's determination that neither aspect of the protester's proposal at issue here merited an additional strength was reasonable. Accordingly, we deny both grounds of protest.

Evaluation of GLD's Proposal

Bluehawk challenges the agency's rating of GLD's linguist continuity approach as warranting a rating of outstanding. The protester challenges the two strengths assigned to the awardee's proposal, arguing that the assessed strengths were unreasonable or otherwise reflected unequal treatment in comparison to the evaluation of Bluehawk's proposal. Bluehawk first challenges the agency's assessment of a strength with regard to GLD's proposed use of its [DELETED], along with the agency's assessment of a second strength for GLD's proposed incumbent personnel capture. In challenging the first assessed strength with regard to GLD's management tool, Bluehawk alleges that the agency applied unstated evaluation criteria and evaluated offerors unequally. In challenging the second assessed strength for linguist continuity, the protester asserts that the agency's assessment was improper and, again, treated both offerors unequally. The Army responds that its evaluation was reasonable and consistent with the terms of

the solicitation. For the reasons that follow, we find no basis to object to the agency's evaluation.

As addressed above, it is not our role to reevaluate proposals; rather, we review the record only to ensure that the agency's evaluation was reasonable and made in accordance with the terms of the solicitation and applicable procurement law and regulation. *Sapient Gov't Servs., Inc., supra*. In this respect, it is a fundamental principle of federal procurement law that agencies must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218 at 7. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals since agencies properly may assign dissimilar proposals different evaluation ratings. *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

The solicitation provides that under the linguist continuity factor, the agency will evaluate an "offeror's proposed approach and understanding, including the risk of unsuccessful performance, to recruiting and retaining linguists, to include their methods and processes for supplying qualified candidates to the [g]overnment." RFTOP at 69.

The agency evaluators assigned a strength to GLD's proposal because use of its [DELETED] management tool was considered "advantageous" because the system "provides [the offeror] a detailed, organized view [DELETED] of the effort which can alert them to issues regarding performance" and this "integrated view will increase their ability to manage human capital and reduce staffing risk" and provides "the government a lower risk solution." AR Exh. 6(a), SSD at 8. The agency explains that use of the [DELETED] tool will be advantageous to the government during contract performance because managing human capital means ensuring linguist continuity, or ensuring that linguists are successfully transitioned and maintained on the contract. Supp. COS at 3. As stated above, the agency assigned GLD's proposal an overall rating of outstanding under this factor because the proposal "indicates an exceptional approach and understanding of the requirements and contains two strengths, no weaknesses . . . the risk of unsuccessful performance is very low." AR Exh. 6(a), SSD at 6.

Bluehawk disagrees with the agency's conclusions regarding GLD's [DELETED]. According to the protester, nothing in the record supports the evaluators' assessment that [DELETED] exceeds the recruitment and retention requirements in a way that would be advantageous to the agency. Protester's Supp. Comments at 3. Instead, the protester argues that if GLD deserved a strength for its [DELETED] tool, which has attributes outside of the recruitment and retention requirements, Bluehawk deserved a strength for its proposed tool, [DELETED], which is more focused on the recruitment and retention requirements. Comments & Supp. Protest at 9-10; Protester's Supp. Comments at 6-8.

We find no basis to object to the agency's consideration of the performance risk reduction benefits associated with the awardee's proposed management tool. As addressed above, the solicitation here specifically directed that the Army would evaluate the risk of unsuccessful performance associated with an offeror's proposed approach to managing the recruitment and retention of linguists. RFTOP at 69. To the extent that the agency reasonably evaluated and documented the perceived advantages of GLD's proposal to unify management of [DELETED], including recruitment and retention, into a [DELETED] management tool--and to provide the [DELETED] to information from the tool--we find no basis to substitute our judgment for the discretion of the agency.

Additionally, even if the extent and effectiveness of proposed overall program management was not an express evaluation factor, such considerations are reasonably encompassed within the solicitation's overall solicitation criteria for managing successful linguist recruitment and retention. We have routinely explained that even if performance risk is not specifically listed in a solicitation as an evaluation criterion, an agency may always consider risk intrinsic to the stated evaluation factors, that is, risk that arises from the offeror's approach or demonstrated lack of understanding. *Equinoxys, Inc.*, B-419237, B-419237.2, Jan. 6, 2021, 2021 CPD ¶ 16 at 7-8; *Ridoc Enter., Inc.*, B-292962.4, July 6, 2004, 2004 CPD ¶ 169 at 7.

On this record, we find nothing unreasonable with the Army evaluating as meritorious the awardee's overall proposed integration of the management of [DELETED], including recruitment and retention, as well as providing contractor management [DELETED] to performance metrics, as a means of reducing performance risk. See *Blue Origin Federation, LLC; Dynetics, Inc.-A Leidos Co.*, B-419783 *et al.*, July 30, 2021, 2021 CPD ¶ 265 at 46 n. 23 (denying protest that agency improperly and unequally considered the extent and feasibility of proposed mitigation and corrective action when reaching different evaluation conclusions with respect to engineering concerns presented by the two respective offerors in response to the same technical specifications).

Therefore, Bluehawk's disagreement that the Army's consideration of the overall effectiveness of GLD's proposed management approach in reducing overall performance risk (including with respect to linguist recruitment and retention) was not expressly contemplated by the solicitation or otherwise was inappropriate provides no basis to object to the Army's evaluation. See, e.g., *Oracle Am., Inc.*, B-417046, Jan. 31, 2019, 2019 CPD ¶ 74 at 10 n.15 (denying protest alleging the agency applied an unstated evaluation preference where the agency reasonably found that the awardee's unique approach was preferable to (and, therefore, was more positively evaluated than) the protester's proposed approach, which was otherwise not positively or negatively evaluated); *Cerner Corp.*, B-293093, B-293093.2, Feb. 2, 2004, 2004 CPD ¶ 34 at 8-11 (same).

Additionally, we find no merit to the protester's argument that its [DELETED] recruitment tool necessitated a strength as compared to GLD's proposed management tool because the record demonstrates differences in the offerors' proposed approaches. Specifically,

as recounted above, the agency found that GLD's tool provided additional benefits associated with overall performance management and [DELETED] that were not offered by Bluehawk's tool. Given the inherently subjective nature of the evaluators' judgments at issue here, we conclude that it was within the evaluators' discretion to assign a strength to one offeror's proposal and not reach the same conclusion with respect to another offeror's different proposal. See *UltiSat, Inc.*, B-416809 et al., Dec. 18, 2018, 2019 CPD ¶ 6 at 9-10.

As to the protester's objections to the second assigned strength for GLD's proposal to recruit and retain incumbent linguists, we similarly find no basis to object to the agency's evaluation. Bluehawk's argument principally rests on its assertion that its approach to recruitment and retention of incumbent personnel must have been evaluated as superior to GLD's approach because Bluehawk is the incumbent and currently employs the linguists performing under Bluehawk's incumbent contract. The protester, therefore, argues that GLD's approach must have necessarily been found to be inferior because it must recruit the personnel currently employed by Bluehawk or otherwise identify and hire qualified personnel.

We have explained, however, that a protester's apparent belief that its incumbent status entitles it to higher ratings provides no basis for finding an evaluation unreasonable, as there generally is no requirement that an offeror be given additional credit for its status as an incumbent, or that the agency assign or reserve the highest rating for the incumbent. See, e.g., *Three Cities Mgmt., LLC*, B-420812, B-420812.2, Aug. 31, 2022, 2022 CPD ¶ 231 at 5-6; *PricewaterhouseCoopers Public Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 7.

Here, the solicitation specifically asked offerors to address their specific respective proposed approaches and understandings, including the risk of unsuccessful performance, to recruiting and retaining linguists, to include their methods and processes for supplying qualified candidates to the government. RFTOP at 69. The Army evaluated and documented its consideration of GLD's approach, both in terms of its commitment to retaining incumbent linguists, as well as its plan to fill any vacancies promptly and its access to a pre-vetted pool of candidates meeting the OMC's requirements. See, e.g., AR Exh. 6(a), SSD at 7. The SSA ultimately concluded that these aspects of GLD's proposed approach to continuity warranted a strength approximately equal to Bluehawk's plan to leverage its incumbency and supplement any vacancies using its own proposed pipeline of pre-qualified candidates. *Id.* at 15. While Bluehawk may disagree with the agency's business judgment, it has failed to demonstrate that the agency's evaluation was unreasonable or inconsistent with the solicitation's evaluation criteria. Therefore, this ground of protest is denied.

Best-Value Tradeoff Decision

Finally, Bluehawk challenges the agency's tradeoff decision, which resulted in the selection of GLD's higher technically rated but higher-priced proposal. The protester argues that the agency's evaluation of proposals was unreasonable and the one alleged

discriminating strength associated with GLD's proposed management tool did not warrant the associated price premium. We find no basis to object to the agency's tradeoff.

When a procurement provides the award of a contract on a best-value tradeoff basis, it is the function of the selection official to perform any necessary price-technical tradeoff, that is, to determine whether on proposal's technical superiority is worth its higher price. *NCI Info. Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 9. A protester's challenge to the degree of benefit that the agency would derive from a particular feature of the protester's proposal, as compared to the benefit that would be derived from the awardee's proposal, is a disagreement with the agency's subjective judgment and is not sufficient to establish that an evaluation conclusion was unreasonable. *Karrar Sys. Corp.*, B-310661.3, B-310661.4, Mar. 3, 2008, 2008 CPD ¶ 55 at 4-5.

Based on our review of the record, and as discussed above, we conclude that the agency's evaluation and source selection decision were reasonable and in accordance with the terms of the solicitation. The record shows that the SSA provided a well-reasoned basis for a tradeoff that identified discriminators between the proposals and justified paying GLD the associated price premium. In this respect, the SSA made a detailed head-to-head comparison of the awardee's and protester's proposals, noting where the SSA found the approaches to offer comparable merit and why GLD's unique assessed strength for its management approach offered a sufficient advantage to warrant the associated price premium. AR Exh. 6(a), SSD at 14-16. While Bluehawk may disagree with the agency's exercise of its business judgment with respect to the relative competing merits of the proposals, such disagreement without more provides no basis to overturn the agency's decision. As such, this allegation is also denied. *Laboratory Corp. of America*, B-414896.3, B-414896.4, July 13, 2018, 2018 CPD ¶ 264 at 12-13.

The protest is denied.

Edda Emmanuelli Perez
General Counsel