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Decision

Matter of: Chugach Logistics-Facility Services JV, LLC

File: B-421351

Date: March 21, 2023

Scott R. Williamson, Esq., and Daniel R. Williamson, Esq., Williamson Law Group, LLC, for the protester.

Damien C. Specht, Esq., James A. Tucker, Esq., and Victoria Dalcourt Angle, Esq., Morrison & Foerster LLP, for Yang Enterprises, Inc., the intervenor.

Colonel Frank Yoon, Lawrence M. Anderson, Esq., and Jeffrey R. Clark, Esq., Department of the Air Force, for the agency.

Sarah T. Zaffina, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging evaluation of awardee's proposal is dismissed where protester's allegations, which are based on speculation, do not establish a valid basis of protest and are legally insufficient.
2. Protest alleging that the agency improperly conducted discussions is dismissed for failing to set forth a valid a basis of protest where protester does not provide essential evidence in its possession necessary to support its allegations.
3. Protest challenging agency's best-value tradeoff decision is dismissed where protester's allegations are derivative of the protester's various challenges to the agency's evaluation, which we have concluded fail to provide a valid basis of protest or are untimely.

DECISION

Chugach Logistics Facility Services JV, LLC (CLFS), of Anchorage, Alaska, protests the award of a contract to Yang Enterprises, Inc. (Yang), of Oviedo, Florida, under request for proposals (RFP) No. FA252122R0011, issued by the Department of the Air Force on behalf of the United States Space Force (Space Force) for all personnel, equipment, and supplies required to provide base operations services and mission support at Ascension Auxiliary Air Field, on Ascension Island in the South Atlantic. The protester contends that the agency's evaluation and award determination are unreasonable.

We dismiss the protest.

BACKGROUND

On April 13, 2022, Space Force issued the solicitation for “all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and non-personal services necessary” to provide base operations and mission support services at the Ascension Auxiliary Air Field.” Protest at 2; RFP at 1.¹ The RFP contemplated the award of a single indefinite-delivery, indefinite-quantity (IDIQ) contract under which fixed-price, cost-plus-fixed-fee, and cost-reimbursable task orders would be issued during the contract’s 10-year term. *Id.* at 3, 27-39. The RFP established three evaluation factors (technical capability program management, past performance, and cost/price) and provided for award on a best-value tradeoff basis. RFP at 2106. The technical factor and its four subfactors were all to be evaluated on an acceptable/unacceptable basis; among technically acceptable proposals, tradeoffs might then be made between past performance and cost/price, which were of approximately equal weight. *Id.* The solicitation indicated that the agency would conduct discussions, and that it would consider offerors’ responses to evaluation notices (ENs) and final proposal revisions (FPRs) in the source selection decision. *Id.* at 2106-2107.

The agency received proposals from CLFS and Yang by May 12, the deadline for receipt of proposals. Protest at 7. The agency then issued ENs to the offerors and requested FPRs; both offerors timely submitted final proposals by the November 28 deadline. *Id.* After evaluation, Space Force notified CLFS that it was not the successful offeror and that Yang would be awarded the contract. *Id.* CLFS received a debriefing from the agency, which identified the ratings of the two proposals as follows:

	CLFS	YANG
TECHNICAL CAPABILITY		
PROGRAM MANAGEMENT	ACCEPTABLE	ACCEPTABLE
Organization	Acceptable	Acceptable
Resource Management	Acceptable	Acceptable
Transition Plan	Acceptable	Acceptable
Foreign National Workforce	Acceptable	Acceptable
PAST PERFORMANCE	Substantial Confidence	NOT PROVIDED
PRICE	\$221,644,178	\$184,467,915

¹ The solicitation was amended four times; none of the amendments is relevant to the protest grounds. Citations to the RFP are to the conformed RFP submitted by the agency in Electronic Protest Docketing System Nos. 25-27 and use the agency’s “bates” numbering. Other citations to the record use the Adobe PDF pagination of documents submitted by the parties.

Id. at 7-8. This protest followed.

DISCUSSION

CLFS challenges various aspects of the agency's evaluation of the offerors' non-price proposals. In this regard, the protester challenges the evaluation of Yang's proposal under the technical factor, arguing that the agency failed to consider the risk created by Yang's proposed technical approach. The protester also challenges Yang's past performance evaluation, contending that the agency improperly failed to consider adverse past performance and improperly assessed the relevance of Yang's referenced contracts. CLFS argues further that the agency conducted unfair and misleading discussions that induced CLFS to increase its price. The protester also contends that the agency failed to conduct and document a proper tradeoff analysis that recognized the superiority of the protester's proposal over the awardee's, and that the agency's best-value determination was unreasonable.

The intervenor and the agency request that our Office dismiss all of CLFS's protest grounds, maintaining that they are speculative, legally insufficient, or untimely. Intervenor Req. for Dismissal at 2-9; Agency Resp. to Req. for Dismissal at 1 (concurring with and joining the intervenor's request for dismissal). On this record, we agree and dismiss the protest grounds as discussed below.

Evaluation under the Technical Factor

The protester first argues that Space Force unreasonably evaluated Yang's proposal under the technical factor. Protest at 9-13. CLFS concedes that it has no access to Yang's proposal but maintains that it is clear from the difference in the two offerors' overall evaluated prices that there is a qualitative difference between the proposals in terms of the number and qualifications of the staff proposed. *Id.* at 10. The protester maintains that Yang's lower price is evidence of a smaller or less qualified workforce, and that the agency failed to consider the technical risk associated with Yang's approach when the agency assigned Yang a rating of acceptable for the technical factor.

Yang and the agency request that we dismiss these protest grounds as legally insufficient, arguing that the solicitation did not provide for an evaluation of whether an offeror's proposed price is too low or whether it reflects an offeror's understanding of the solicitation's requirements or capability to perform. Intervenor Req. for Dismissal at 2-4; Agency Resp. to Req. for Dismissal at 1. Yang and the agency also argue that the protester's challenges to the agency's evaluation of the awardee's proposal are based on unreasonable speculation. Intervenor Req. for Dismissal at 3-4. For the reasons discussed below, we agree that the protester's allegations do not establish a valid basis for challenging the agency's evaluation.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557. Our role in resolving

bid protests is to ensure that the statutory requirements for full and open competition are met. *Pacific Photocopy & Research Servs.*, B-278698, B-278698.3, Mar. 4, 1998, 98-1 CPD ¶ 69 at 4. To achieve this end, our Bid Protest Regulations require that a protest include a sufficiently detailed statement of the grounds supporting the protest allegations. 4 C.F.R. §§ 21.1(c)(4), 21.1(f), and 21.5(f). That is, a protest must include sufficient factual bases to establish a reasonable potential that the protester's allegations may have merit; bare allegations or speculation are insufficient to meet this requirement. *Ahtna Facility Servs., Inc.*, B-404913, B-404913.2, June 30, 2011, 2011 CPD ¶ 134 at 11. Unsupported assertions that are mere speculation on the part of the protester do not provide an adequate basis for protest. *Science Applications Int'l Corp.*, B-265607, Sept. 1, 1995, 95-2 CPD ¶ 99 at 2.

CLFS argues that GAO has previously “applied price as a quantifiable parametric model” to extrapolate qualitative differences between proposals with regard to proposed staffing. Protest at 10-11 (citing *M7 Aerospace LLC*, B-411986, B-411986.2, Dec. 1, 2015, 2016 CPD ¶ 100). The protester asserts that in *M7 Aerospace*, “GAO identified ‘. . . substantial differences in the proposed staffing offered . . .’ and noted the ‘difference in proposed staffing is approximately equal to the difference in the offerors’ respective prices.’” *Id.* at 10 (citing *M7 Aerospace LLC*, *supra* at 7). CLFS contends that, as a result, the difference in proposed staffing can be “modeled as approximately equal” to the difference in prices. *Id.*

CLFS argues that Yang's price (less the contract line item numbers (CLINs) for which the agency provided “plug numbers”) is approximately 25 percent lower than CLFS's price for the fixed-price CLINs, and that it can therefore be extrapolated that Yang has proposed a workforce that is 25 percent smaller or “commensurately less capable” than CLFS's.² *Id.* at 11. According to the protester, the agency's rating of Yang as acceptable is unreasonable because it does not account for the technical risk attendant in a 25 percent smaller or less qualified workforce. *Id.* at 11-13. The protester maintains that it “is not making a price realism argument,” but instead arguing that Space Force unreasonably evaluated the technical risk created by Yang's proposed staffing approach. CLFS Resp. to Req. for Dismissal at 3-4.

Here, the protester's allegations are speculative because they are based purely on inference, as opposed to any evidence. To support its allegations, CLFS uses a so-called “quantifiable parametric model,” that purports to show that Yang's approximately 25 percent lower price indicates approximately 25 percent fewer or less qualified staff proposed. CLFS does not provide us with any actual evidence to substantiate its claim that Yang proposed fewer or less qualified staff. Further, absent a price realism provision, there is nothing objectionable in an offeror's proposal of low, or even below-cost, prices. *Delta Risk, LLC*, B-416420, Aug. 24, 2018, 2018 CPD ¶ 305 at 19. A firm, in its business judgment, may submit an offer that does not include any

² The protest does not clearly explain how CLFS calculated the difference between the protester's and awardee's prices to be approximately 25 percent. This calculation, however, is irrelevant to our decision.

profit, or may be below-cost, or may be an attempted buy-in; below-cost pricing is not prohibited. See *All Phase Environmental, Inc.*, B-292919.2 *et al.*, Feb. 4, 2004, 2004 CPD ¶ 62 at 8. Without any evidence to support these allegations, we consider the CLFS's arguments to be speculative because it is equally plausible that Yang proposed to perform this contract below-cost in order to gain additional experience in this industry. See *Parker Shane Mfg.*, B-220273, Sept. 30, 1985, 85-2 CPD ¶ 367 at 1 (a below-cost offer is legally unobjectionable and does not provide a basis upon which a contract award may be challenged). Thus, we conclude that these protest grounds are speculative because they require us to infer that the agency unreasonably evaluated Yang's proposal based entirely on its low price. See *International Ctr. for Language Studies, Inc.--Recon.*, B-418916, Sept. 9, 2020, 2020 CPD ¶ 294 at 4-5 (denying a request for reconsideration of decision that we dismissed as speculative because the protester's allegations of unreasonable agency evaluation were based on the awardee's price).

Moreover, CLFS's reliance on *M7 Aerospace LLC*, as a basis for its argument is misplaced. The fact that in that case we noted a correlation between the differences in offerors' staffing levels and the differences in their prices does not in any way imply that we think such a correlation may always be assumed. Because the protester's speculation as to the contents of Yang's proposal is insufficient to state a valid basis for protest, this argument is dismissed. 4 C.F.R. § 21.5(f) *Abacus Tech. Corp.*, B-417749.2, B-417749.3, Mar. 9, 2020, 2020 CPD ¶ 125 at 6-7 (dismissing as speculative allegations pertaining to the contents of the awardee's proposal based on its lower price).

Evaluation under the Past Performance Factor

CLFS next challenges the agency's evaluation of Yang's proposal under the past performance factor. In this regard, the protester contends Yang has adverse past performance that the agency failed to consider; the protester also argues that the agency improperly assessed the relevancy of Yang's past performance. Protest at 13-14. Yang and the agency request that we dismiss these protest grounds as legally insufficient because the protester provides no factual support for any alleged error in the agency's evaluation. Intervenor Req. for Dismissal at 4-5; Agency Resp. to Req. for Dismissal at 1. As discussed below, we agree that CLFS has not set forth a valid basis of protest.

The gravamen of the protester's allegation is that in evaluating Yang's proposal under another recent solicitation (RFP No. FA2521-19-R-A017), for mission and base operations services at Ascension Auxiliary Air Field, the agency considered a negative Contractor Performance Assessment Reporting System (CPARS) report.³ According to CLFS, because the solicitation here involves the same agency, significantly overlapping

³ For additional information about this solicitation, see *Yang Enters., Inc.*, B-418922.4, B-418922.6, May 20, 2021, 2021 CPD ¶ 209.

services, and the same contracting officer as this other solicitation, the agency had an obligation to consider that negative CPARS report in its evaluation of Yang's proposal here.⁴ Protest at 14. The protester further contends that consideration of the negative CPARS should have resulted in the assignment of a rating of limited confidence to Yang. *Id.* CLFS also maintains that if Yang provides the same references for this procurement as it did in response to the prior solicitation, the agency should not assess these references as very relevant here because the agency did not find that Yang's references rose to the level of very relevant in the prior evaluation. *Id.*

Here, the protester provides no details--let alone *any* evidence--to support its bald assertions that the agency's evaluation of Yang's past performance was unreasonable. CLFS does not even know what rating Yang received under the past performance factor because it was not provided to CLFS as part of its debriefing. CLFS Resp. to Req. for Dismissal at 5 n.2. In short, CLFS has no information about what references Yang submitted, what the agency considered, or even, what past performance rating Yang received. Moreover, it is unclear how the agency's consideration of the CPARS in question should have resulted in a rating of limited confidence, as the protester argues, given that the agency assigned Yang a rating of satisfactory confidence in its evaluation under RFP No. FA2521-19-R-A017. *Yang Enters., Inc., supra* at 3; *see also id.* at 7 (“[T]he 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.”). Speculation, which is not supported to any degree by fact or evidence, cannot form a valid basis of protest. *Advanced Alliant Sols. Team, LLC, B-417334, Apr. 10, 2019, 2019 CPD ¶ 144* at 5 n.3. As such, this protest ground is also dismissed.

Discussions with CLFS

CLFS's third protest ground challenges the agency's discussions. CLFS asserts that the agency engaged in misleading discussions and requested “additions that were beyond the solicitation requirements,” which caused CLFS to submit a higher, less competitive price proposal. Protest at 14-15. According to the protester, Space Force issued ENs that misrepresented its actual concerns and misled the protester into

⁴ Although the protester argues there is significant overlap between the services sought under the prior solicitation and the services sought in this procurement, Yang contends that the prior solicitation can hardly be considered similar when two procurements used entirely different evaluation methodologies and award under the prior solicitation was for \$112,991,156, which is slightly less than half of CLFS's proposed price here of \$221,644,178. Intervenor Req. for Dismissal at 4-5 n.3. According to the intervenor, the agency's requirements changed so drastically after issuance of the prior solicitation that the agency canceled the solicitation and issued the one at issue here, which has resulted in near doubling of offerors' prices. *Id.* (citing *Yang Enters., Inc. v. United States*, 156 Fed. Cl. 435, 453 (2021)). We need not address the similarity between the prior solicitation and the solicitation here because even if true, the similarity of the solicitations provide no support to the protester's allegation that the agency unreasonably evaluated Yang's past performance.

increasing its price. *Id.* In response, Yang and the agency argue that none of CLFS's examples provide evidence of misleading discussions, and that the arguments are untimely and fail to demonstrate competitive prejudice. Intervenor Req. for Dismissal at 5-7; Agency Resp. to Req. for Dismissal at 1. In short, Yang and the agency argue that CLFS's allegations fail to clearly state legally and factually sufficient protest grounds. We dismiss this protest ground for the reasons that follow.

It is a fundamental principle of negotiated procurements that discussions, when conducted, must be meaningful; that is, the discussions must be sufficiently detailed and identify deficiencies or significant weaknesses found in an offeror's proposal that could reasonably be addressed so as to materially enhance the offeror's potential for receiving award. FAR 15.306(d)(3). It is also well-settled that, while an agency's discussions must be meaningful, an agency need only lead an offeror into the deficient areas of its proposal to satisfy the requirement. *See, e.g., Hanford Env'tl. Health Found.*, B-292858.2, B-292858.5, Apr. 7, 2004, 2004 CPD ¶ 164 at 8. In addition, our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Midwest Tube Fabricators, Inc.*, B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3.

CLFS challenges the agency's discussions as misleading and not meaningful, and provides three examples of ENs where Space Force allegedly suggested that CLFS increase staffing or prices beyond the solicitation requirements, misinformed CLFS of agency concerns, and misled CLFS into increasing its price. Protest at 15-17. First, CLFS asserts that in EN No. CLFSCP004b, the agency directed it to "evenly spread an additional 7,000 hours for the [m]ission [s]upport function, CLIN X006." Protest at 15.⁵ In response to the EN, CLFS informed the agency that the "[g]overnment's [workload indicators appear] to be inflated" when compared to the historical workload CLFS has performed on the incumbent contract but that CLFS has complied with the agency's direction "to utilize the 21,800 tenant hours listed in the 'Attachment 19 [Ascension Base Operations Support (ABOS)] Workload Indicators 11 Aug 2022' file" and added the 7,000 hours to its proposal for CLIN X006. *Id.*

In the protester's second example, for EN No. CLFS-CP-005a, number 5, CLFS contends that the agency asked CLFS whether the labor escalation rate was high enough to account for inflation rates over the life of the 10-year contract considering the current market conditions, which include inflation.⁶ *Id.* at 16. The protester contends even though it did not believe that the inflation was the agency's real concern because the risk of inflation for fixed-price contract items remains with the contractor, CLFS

⁵ CLFS did not include in the protest the ENs that Space Force issued to it.

⁶ CLFS did not include the EN in its protest.

raised its labor escalation rate from 1.5 percent to 2.0 percent for years two through nine to accommodate the agency. *Id.*

Finally, for its third, and last example, CLFS alleges that the agency directed it to add staff for dining services beyond what was necessary to meet the minimum solicitation requirements. Specifically, in EN CLFS-TECH2-006, item B, the protester contends that the agency asked a detailed question about the provision of dining services. CLFS failed to include the agency's question in the protest but maintains that the question "could be interpreted as a benign question about the dining facility, but which CLFS reasonably understood to mean that the [a]gency was directing them to add more staffing."⁷ Protest at 16. CLFS, in response to the EN, added four full-time equivalent (FTEs), which CLFS contends was "an increase of approximately 21 [percent], for that function." *Id.* In the protester's view, the agency prevented CLFS from "proposing its own cost-saving approach" because the agency directed CLFS to add FTEs. *Id.* at 17.

We conclude that CLFS has failed to set forth a valid basis of protest. As an initial matter, we find that CLFS fails to provide the essential evidence necessary to support its allegations, which was obviously in its possession. CLFS's protest is fundamentally flawed because it did not include copies of the actual Space Force discussion questions asked upon which CLFS relies to make its allegations. In particular, for the third example, in which CLFS contends that the agency directed it to add FTEs, as CLFS itself admits, the discussion question could have been interpreted as a benign question. We have, however, no way to know whether the question was benign or coercive because CLFS did not include a copy of the agency's discussion questions--or even a direct quote--in the protest. CLFS cannot rely on its own representations about the contents of these documents in lieu of providing them with their protest. Because CLFS has provided no evidence to support its allegations that the agency conducted improper discussions, we dismiss these allegations. 4 C.F.R. §§ 21.1(c)(4), (f); *Midwest Tube Fabricators, Inc.*, *supra*.

Moreover, the allegations themselves seems to reflect untimely challenges to the terms of the solicitation, or present nothing more than the agency asking general questions, as opposed to any coercive direction by the agency. In the first example, CLFS's EN response indicates that it revised its proposal to comply with the terms of the solicitation, on which the agency's discussion question appears to have been based. Protest at 15 ("We have allocated the 7,000 [m]ission [s]upport hours as provided in 'Attachment 19 ABOS Workload Indicators 11 Aug 2022.'"). To the extent that the protester complains that the number of hours required in the solicitation are over-inflated, the protester's complaint is untimely. Our Bid Protest Regulations contain strict rules for the timely submission of protests and our timeliness rules specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 1.2(a)(1); see *AmaTerra Env'tl. Inc.*, B-408290.2, Oct. 23, 2013, 2013 CPD ¶ 242 at 3.

⁷ CLFS failed to include the agency's question in its protest.

To be timely, CLFS was required to dispute the hours specified in the solicitation before the initial closing date for proposals. Accordingly, we dismiss this protest allegation.

With respect to the second example, although CLFS contends that the agency questioned whether the labor escalation rate was high enough to account for the risk of inflation over the 10-year contract, the protest fails to specifically explain how this was coercive. The agency's discussion question, cited by the protester, posed the following question: "Global Insight projections are much higher than proposed for [o]rdering [y]ear[s] 2 through 9. Can the offeror perform this effort at the escalation rates proposed throughout the life of the contract considering the current market conditions (i.e. inflation)." Protest at 16. While the protester makes a general statement that risk of inflation could not be the agency's real concern because of these CLINS are fixed-price, we note that the solicitation did not provide for a price realism analysis. Thus, we fail to see how the agency's discussion question could be misleading or coercive when offerors will not be evaluated on whether their prices were too low. CLFS's protest submissions present nothing more than the agency asking general questions and there is no facial evidence of direction from the agency. The protester has failed to allege facts to support an allegation that GSA's discussions were not meaningful or were otherwise improper. Accordingly, we dismiss this protest allegation for failing to state a valid basis for protest. 4 C.F.R. §§ 21.1(c)(4), (f).

Best-Value Tradeoff Analysis

CLFS challenges the agency's tradeoff analysis and best-value decision. The protester first argues that the agency's debriefing was improper because the agency failed to provide it with a copy of the source selection decision document (SSDD) in violation of Defense Federal Acquisition Regulation Supplement (DFARS) provision 215.506(d)(ii).⁸ Protest at 17. CLFS contends its proposal was superior and argues that the agency failed to conduct a proper tradeoff analysis. *Id.* at 17-18. CLFS further contends that the agency failed to document its decision and that the best-value determination is unreasonable because it is based on flawed evaluations. *Id.* at 18-19. Yang and Space Force argue that this allegation should be dismissed as speculative and for failing to state a factually and legally sufficient basis of protest. Intervenor Req. for Dismissal at 7-8; Agency Resp. to Req. for Dismissal at 1. We agree and dismiss the allegations for the reasons discussed below.

As preliminary matter, it is well-established that our Office will not review a protester's contention that the debriefing it received was inadequate because the adequacy of a debriefing is a procedural matter that does not involve the validity of a contract award. See e.g., *Leader Commc'ns, Inc.*, B-417152.2, B-417152.3, June 26, 2019, 2019 CPD ¶ 241 at 7 n.6; *Software Eng'g Servs. Corp.*, B-411739, Oct. 8, 2015, 2015 CPD ¶ 315 at 6. We find that the agency's failure to provide the SSDD to the protester during its

⁸ This provision states in relevant part "the minimum debriefing information shall include the following: [f]or award of a contract in excess of \$100 million, disclosure of the agency's written source selection decision document."

debriefing under DFARS provision 215.506(d)(ii) is a procedural matter that does not involve the validity of the contract award. Accordingly, we dismiss this allegation.

Turning to CLFS's challenge to the agency's tradeoff analysis, CLFS contends that the debriefing stated that the "[g]overnment determined CLFS's offer was not worth the price premium." Protest at 17. In the protester's view, this demonstrates that its proposal was superior to Yang's proposal under past performance and requires the agency to conduct a tradeoff analysis between CLFS's superior, higher price proposal and Yang's inferior, lower price proposal. *Id.* In this regard, because the agency used the language "price premium" and the protester contends that under the Department of Defense's source selection procedures, "the only time consideration of a price premium is relevant is when the proposal with the lowest total evaluated price is not superior," Yang's proposal must be inferior. *Id.*

CLFS asserts that it "has a proven track record of successfully performing highly relevant work with [s]ubstantial [c]onfidence producing high confidence the mission will be completed," and that Yang does not, and that CLFS's "technical advantages" merit the price difference. *Id.* at 18. CLFS argues that the agency failed to conduct the tradeoff analysis and failed to document its decision because neither the award notice nor the debriefing provide justification for or discussion of any tradeoffs. *Id.* Further, CLFS claims that because the agency did not adequately document its decision, "CLFS had to perform its own substantive legal and logical reasoning . . . to even determine that their proposal offered superior technical and past performance." *Id.*

Here, the protester makes unsupported claims regarding the superiority of its proposal under the past performance factor. CLFS resorts to parsing the agency's word choice to infer its proposal was superior to Yang's proposal. We therefore find the protester's assertion that its proposal is superior under the past performance factor to be speculative, and does not state a valid basis of protest.⁹

As for the protester's argument that the agency failed to adequately document its best-value tradeoff decision, the protester's assertion of improper agency action is based solely on the fact that an explanation of the agency's tradeoff decision was not provided to the protester in the award notice or at its debriefing. Without any supporting explanation or documentation, this does not satisfy the requirements of our regulations. *CAMRIS Int'l, Inc.*, B-416561, Aug. 14, 2018, 2018 CPD ¶ 285 at 5 (dismissing as

⁹ To the extent that CLFS complains that the agency did not properly consider its "technical advantages," the solicitation did not require a tradeoff analysis between the technical factor and price. The RFP provided that technical proposals were to be evaluated as either acceptable or unacceptable and "[f]or those offerors who are determined to be technically acceptable[,] tradeoffs may be made between past performance and cost/price, with past performance considered approximately equal to cost/price." RFP at 2106. Accordingly, CLFS's allegation that the agency failed to consider whether its "technical advantages" were worth its price does not set forth a legally sufficient protest ground and is dismissed.

factually and legally insufficient the protester's assertion that the agency failed to make a rational best-value tradeoff because the agency provided no evidence of such as part of the debriefing); see *Raytheon Blackbird Techs., Inc.*, B-417522, B-417522.2, July 11, 2019, 2019 CPD ¶ 254 at 3-4 (dismissing protest allegation as speculative because it was not supported by any evidence); *Mark Dunning Indus., Inc.*, B-413321.2, B-413321.3, Mar. 2, 2017, 2017 CPD ¶ 84 at 2 (a protest allegation that is speculative fails to state a valid basis of protest). In sum, our regulations require a protester to include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient, and CLFS's allegation here fails to do so. 4 C.F.R. § 21.1(c)(4) and (f). These protest allegations are dismissed.

Finally, CLFS also argues that the agency's best-value tradeoff decision was improper because it was based on a flawed evaluation. These allegations are derivative of the protester's various challenges to the agency's evaluation, which we have concluded fail to provide a valid basis of protest or are untimely. Accordingly, we dismiss CLFS's challenge to the best-value tradeoff decision because derivative allegations do not establish an independent basis of protest. *Saalex Sols., Inc.*, B-418729.3, July 23, 2021, 2021 CPD ¶ 298 at 7.

In conclusion, this protest does not include sufficient information to establish the likelihood that the agency in this case violated applicable procurement laws or regulations and we dismiss the protest without further action. 4 C.F.R. § 21.5(f).

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel