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# Decision

**Matter of:** Global Dimensions, LLC

**File:** B-421404.6; B-421404.8

**Date:** January 23, 2024

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Major Brittney N. Montgomery, Department of the Army, for the agency.  
Jacob M. Talcott, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging agency's evaluation of proposals is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.

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## DECISION

Global Dimensions, LLC (GLD), a small business of Fredericksburg, Virginia, protests the issuance of a task order to Arrow Security & Training LLC (AST), a small business of Nashua, New Hampshire, under request for task order proposals (RTOP) No. W50NH9-21-R-CON3. The RTOP was issued by the Department of the Army for linguist services. The protester contends that the agency unreasonably evaluated proposals.

We deny the protest.

## BACKGROUND

The Department of Defense provides linguistic services in support United States military missions around the globe by transcribing, translating, and interpreting data gathered from a variety of sources. Agency Report (AR), Tab 5j, RTOP at 38.<sup>1</sup> To continue

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<sup>1</sup> Tab 5j of the agency report is the final version of the RTOP and incorporates all of the amendments.

supporting these missions, the agency issued the subject RTOP on November 12, 2021, in accordance with Federal Acquisition Regulation (FAR) section 16.505, to small business contract holders of the Department of Defense (DOD) Language Interpretation and Translation Enterprise II indefinite-delivery, indefinite-quantity (IDIQ) contract. AR, Tab 2, Contracting Officer's Statement (COS) at 2. The solicitation contemplated the issuance of a time-and-materials task order with cost-reimbursement contract item line numbers (CLINs) for travel and other direct costs. *Id.* The period of performance encompassed a 1-year base period, four 1-year option periods, and one 6-month option to extend services under FAR clause 52.217-8. *Id.* The due date for proposals, as amended, was December 13, 2022. *Id.*

The solicitation provided for the evaluation of proposals based on the following two factors: technical and cost/price. RTOP at 128-129. The technical factor consisted of three subfactors: (1) transition plan, (2) management plan, (3) and human capital plan.<sup>2</sup> *Id.* at 128. For the transition plan subfactor, the agency would evaluate the offeror's phase-in processes, procedures, timelines, and risk mitigation strategies to transition from the incumbent contractor and provide a qualified workforce during the designated transition period. *Id.* at 128-129. For the management plan subfactor, the agency would evaluate the offeror's management approach and non-linguist personnel staffing plan, such as organizational structure, roles, responsibilities, and lines of communication for supporting linguists, monitoring performance, managing risk, and interfacing with the agency. *Id.* at 129. For the human capital plan subfactor, the agency would evaluate the offeror's proposed approach for recruiting and retaining linguists, including the methods and processes for supplying qualified candidates. *Id.* For cost/price, the agency would evaluate the reasonableness of the offeror's proposed price and verify that proposed linguist labor rates are at or above government-developed floor rates. *Id.*

The solicitation provided that the agency would issue the task order on a best-value tradeoff basis where the transition plan subfactor was significantly more important than the management plan subfactor, and the management plan subfactor was slightly more important than human capital plan subfactor. *Id.* at 127. The technical subfactors, when combined, were significantly more important than the cost/price factor. *Id.*

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<sup>2</sup> The solicitation provided that under the technical evaluation factor, proposals would receive ratings of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 128. As relevant here, a rating of outstanding indicated that the proposal had an exceptional approach and understanding of the requirements, its strengths far outweighed any weaknesses, and the risk of unsuccessful performance was very low. *Id.* A rating of good indicated that the proposal had a thorough approach and understanding of the requirements, its strengths outweighed any weaknesses, and the risk of unsuccessful performance was low. *Id.* A rating of acceptable indicated that the proposal had an adequate approach and understanding of the requirements, its strengths and weaknesses were offsetting or would have little to no impact on contract performance, and risk of unsuccessful performance was no worse than moderate. *Id.*

Following the initial evaluation, the agency issued the task order to AST on December 15, 2022. COS at 3. GLD protested the issuance of that task order to our Office on January 17, 2023. *Id.* On April 13, the agency took corrective action, stating that it intended to reevaluate proposals and make a new best-value tradeoff decision. *Id.* Our Office dismissed GLD’s protest as academic on April 17. *Global Dimensions, LLC*, B-421404, B-421404.3, Apr. 17, 2023 (unpublished decision).

Following our Office’s dismissal of the protest, the source selection evaluation board (SSEB) reevaluated the eight proposals submitted in response to the initial solicitation. COS at 3. The results of the reevaluation of GLD’s proposal and AST’s proposal were as follows:

	GLD	AST
<b>Transition Plan</b>	Good	Good
<b>Management Plan</b>	Acceptable	Outstanding
<b>Human Capital Plan</b>	Acceptable	Acceptable
<b>Overall Technical/Risk Rating</b>	Good	Outstanding
<b>Price</b>	\$151,965,094	\$188,948,976

AR, Tab 20d, Source Selection Decision Document (SSDD) at 8.<sup>3</sup> In conducting the best-value tradeoff, the source selection authority (SSA) concluded that AST’s proposal represented the best value to the agency, considering that it received the highest overall technical rating with a total of five strengths.<sup>4</sup> *Id.* at 105. The SSA explained that although GLD submitted a lower price than AST, the technical superiority of AST’s proposal warranted paying a price premium. *Id.* Accordingly, the SSA selected AST to receive the task order. *Id.*

On August 15, the agency sent an unsuccessful offeror notice to GLD. COS at 4. GLD requested a debriefing the same day, to which the agency responded on August 23.

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<sup>3</sup> Both GLD and AST received one strength under the transition plan subfactor. AR, Tab 20d, SSDD at 75. Under the management plan subfactor, GLD received no strengths and AST received four strengths. *Id.* Under the human capital plan subfactor, both GLD and AST received no strengths. *Id.*

<sup>4</sup> A strength was defined as an 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 government during contract performance. COS at 10.

COS at 4. GLD then submitted post-award debriefing questions, to which the agency responded on September 1. *Id.* The protester filed this protest on September 6.<sup>5</sup>

## DISCUSSION

GLD challenges the agency's evaluation of its proposal and AST's proposal. First, GLD contends that the agency improperly assigned AST's proposal four strengths under the management plan subfactor despite AST's proposal "lacking sufficient detail." Protest at 5. Second, GLD argues that the agency applied unstated evaluation criteria by overvaluing the importance of the management plan subfactor when assigning AST's proposal an overall technical rating of outstanding. *Id.* Third, GLD contends that the agency failed to assign its proposal a strength under the management plan subfactor for its proposed use of a management information system known as [DELETED]. *Id.* For reasons discussed below, we deny the protest.<sup>6</sup>

In reviewing a protest of an agency's evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *22nd Century Techs., Inc.*, B-420139, Dec. 9, 2021, 2022 CPD ¶ 8 at 4. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Id.* A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *Id.*

### Challenge to the Evaluation of AST's Proposal

As noted above, the agency assigned AST's proposal four strengths under the management plan subfactor. The strengths were for AST's (1) proposal of a linguist ombudsman, (2) plan to retain incumbent management personnel, (3) proposed use of rotating teachers, and (4) proposed use of senior linguists for quality control. AR, Tab 20d, SSDD at 80. GLD challenges the agency's assignment of these strengths. Protest at 2, 5. According to GLD, AST's proposal did not provide enough detail regarding these proposed features, and therefore, the agency's assignment of strengths was unreasonable. *Id.* at 5. In response, the agency contends that the assignment of these strengths was "adequately documented and reasonable" and that each one was consistent with the stated evaluation criteria. Memorandum of Law (MOL) at 11-18.

In assigning the first strength under this subfactor, the evaluators noted that AST's management structure included a linguist ombudsman who would provide a forum for

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<sup>5</sup> Because the value of the task order, which was issued under a DOD multiple-award IDIQ contract, exceeds \$25 million, our Office has jurisdiction to hear the subject protest. 10 U.S.C. § 3406(f)(1)(B).

<sup>6</sup> Although we do not address every argument raised by the protester, we have considered them and find none to be meritorious.

linguists to raise issues outside of normal management channels. AR, Tab 20c, AST Technical Evaluation at 7. The evaluators assigned this feature a strength because it would directly contribute to linguist satisfaction and enhance communication between the agency and the firm, reducing the risk of unresolved issues with linguists. *Id.* GLD argues that while a linguist ombudsman could be advantageous to the agency, AST's proposal failed to provide sufficient detail to justify the assignment of a strength here. For example, the protester argues, AST'S proposal failed to specify whether the ombudsman would have the authority to resolve complaints or would be merely a forum for listening to complaints. Comments at 5.

GLD's objection is without merit. As mentioned above, the solicitation provided that under the management plan subfactor, the agency would evaluate the offeror's proposed lines of communication for supporting linguists, monitoring performance, maintaining quality, managing risk, and interfacing with the agency. RTOP at 103. In evaluating AST's proposal, the evaluators noted that the proposed ombudsman would improve linguist satisfaction and enhance communication between the agency and the firm. AR, Tab 20c, AST Technical Evaluation at 7. The agency assigned AST's proposal a strength for these perceived benefits. GLD's position that the proposed linguist ombudsman was "merely a forum to hear but not really act upon complaints," even if true, would not render unreasonable the agency's decision to assign a strength here because the strength was for the improved linguist satisfaction and enhanced communication. Accordingly, GLD's challenge to the assignment of this strength is denied.

GLD next challenges the agency's assignment of a strength to AST's proposal for AST's proposed hiring of the incumbent management staff. Comments at 4. In evaluating this area of AST's proposal, the evaluators concluded that AST's proposed retention of incumbent managerial staff was advantageous to the agency because using experienced management personnel would reduce mission risk to the agency. AR, Tab 20c, AST Technical Evaluation at 6. GLD argues that while the agency concluded on May 10, 2022, the date of the initial technical evaluation, that AST would be able to hire the incumbent management staff, nothing in AST's proposal indicated that it still would have the ability to do so following the reevaluation on July 18, 2023. Comments at 4. In other words, GLD argues that AST's proposal did not deserve a strength because the staff it planned to hire may not be currently available. *See id.*

As an initial matter, whether personnel identified in an offeror's proposal, in fact, perform under the subsequently issued task order is generally a matter of contract administration that our Office does not review. 4 C.F.R. § 21.5(a). Nonetheless, our Office will consider allegations that an offeror proposed personnel that it did not have a reasonable basis to expect to provide during contract performance to obtain a more favorable evaluation, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *Patricio Enters., Inc.*, B-412738, B-412738.2, May 26, 2016, 2016 CPD ¶ 145 at 4. Here, there is no indication that AST or the agency lacked a reasonable basis to expect the proposed management personnel to perform following the issuance of the task order. The evaluators noted

that, by a “conservative estimate,” AST would be able to hire [DELETED] percent of the incumbent staff. See AR, Tab 20c, AST Technical Evaluation at 4. While GLD speculates that the staff may be currently unavailable, it has not provided any evidence to contradict the agency’s conclusion to the contrary. Accordingly, this protest ground is denied.

GLD next argues that AST’s proposed use of [DELETED] rotating teachers lacked sufficient detail and did not warrant a strength. Comments at 6. In assigning this strength, the evaluators concluded that this aspect of AST’s proposal was advantageous because it would maintain linguist quality by providing tailored training and “immediate interactive feedback and assessment.” AR, Tab 20c, AST Technical Evaluation at 8. According to GLD, AST’s proposal did not include the phrase “immediate interactive feedback,” indicating that the evaluators may have assumed AST’s teachers would provide this feedback. Comments at 6. GLD also contends that AST’s proposal failed to specify the number of linguists who would receive this training, how those linguists would be selected, and how frequently this training would occur. *Id.* Ultimately, GLD concludes that [DELETED] teachers could not be expected to provide such a high volume of training. *Id.*

Based on the record, we have no basis to object to the agency’s evaluation here. GLD has not cited any portion of the solicitation that required AST to provide the information that GLD claims was missing from AST’s proposal, such as the frequency with which training would occur. Instead, GLD’s argument that [DELETED] teachers were insufficient for the number of linguists indicates only that GLD disagreed with the agency’s judgment of its needs. As stated above, a protester’s disagreement with the agency’s judgment, without more, is insufficient to establish that an evaluation was unreasonable. *22nd Century Techs., Inc., supra.* Additionally, AST’s proposal makes clear that the [DELETED] rotating teachers would not operate alone but would be supported by other staff within AST. See AR, Tab 7a, AST Technical Proposal at 10. GLD’s argument that [DELETED] rotating teachers were insufficient to support this effort and should not have warranted a strength is unsupported by the record. This protest ground is denied.

GLD next challenges the agency’s assignment of a strength to AST’s proposal for its proposed use of [DELETED] linguists for quality control. Comments at 5. According to GLD, the assignment of this strength was unreasonable because AST’s proposal did not provide, among other things, how frequently quality control assessments would occur, whether the assessments would focus on a particular language, and whether linguists at one facility would be evaluated more frequently than linguists at other facilities. Comments at 5.

We have no basis to object to the agency’s evaluation here. The evaluators explained that AST’s proposed use of [DELETED] linguists to assess the translation quality of junior linguists was advantageous because it would provide a formal process for reviewing work products, improving linguist quality, and reducing the risk of translation errors. AR, Tab 20c, AST Technical Evaluation at 8. Although many of GLD’s specific

concerns went unaddressed by the evaluators, such as the frequency with which assessments would occur, nothing in the solicitation mandated an evaluation of the granular detail that GLD now asserts was required. Instead, the record reflects that the agency considered the solicitation's requirements and concluded that AST's proposal exceeded them in a way that was advantageous to the agency. GLD's suggestion that the agency should have considered additional areas amounts only to a disagreement with the agency's application of the evaluation criteria and judgment on what it viewed as advantageous. Such a disagreement, without more, does not provide a basis to sustain a protest. *22nd Century Techs., Inc., supra*. Accordingly, this protest ground is denied.

In its final challenge to the evaluation of AST's proposal, GLD argues that even if AST's proposal appropriately received a rating of outstanding under the management plan subfactor, the agency's overall technical rating of AST's proposal still subverted the evaluation criteria. Comments at 1. According to GLD, because the transition plan subfactor was significantly more important than the management plan subfactor, the agency must have improperly increased the weight of the lesser-important management plan subfactor for AST's proposal to receive an overall technical rating of outstanding. *Id.* The agency explains, however, that it looked beyond the adjectival ratings and concluded that AST's four strengths and superior merit under the management plan subfactor elevated the overall technical rating to outstanding. MOL at 22.

We have no basis to object to the agency's evaluation here. As mentioned above, AST's proposal received a rating of good under the transition plan subfactor and a rating of outstanding under the management plan subfactor. The agency explained that it did not look at only the adjectival rating assigned to each subfactor in arriving at the overall technical rating for AST's proposal, but it considered the five strengths it assigned to AST's technical proposal, four of which were under the management plan subfactor. See AR, Tab 20d, SSDD at 106. The fact that four of these strengths were assigned under the second most important evaluation factor did not prevent the agency from assigning an overall technical rating of outstanding. Therefore, this protest ground is denied.

#### Challenge to the Evaluation of GLD's Proposal

Lastly, GLD argues that the agency failed to assign its proposal a strength under the management plan subfactor for its proposed management information system known as [DELETED]. Comments at 7. Specifically, GLD contends that the evaluators' conclusion that [DELETED] was "a comprehensive management tool supporting [human resources], recruiting, contract management, performance management, quality control, and other services" indicates that its proposal should have received a strength. *Id.*; AR, Tab 9, GLD Technical Evaluation at 6. As the agency points out, however, the evaluators considered this feature and concluded that it met the requirements of the solicitation, but did not exceed them, as was required to receive a strength. AR, Tab 20d, SSDD at 71-72. Although GLD details the benefits of [DELETED], it does not

explain how these benefits exceeded the requirements of the solicitation. Therefore, this protest ground is denied.

The protest is denied.

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General Counsel