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Decision

Matter of: Assessment and Training Solutions Consulting Corporation

File: B-421575.3; B-421575.4

Date: July 16, 2024

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DIGEST

1. Protest alleging that awardee's proposal violated solicitation's preparation instructions is denied where agency reasonably determined that proposal complied with page limitation and font size requirements, and awardee was not given an unfair competitive advantage by using noncompliant font size for headings.

2. Protests challenging agency's evaluation of proposals are denied where record reflects evaluation was reasonable and consistent with solicitation's evaluation criteria.

DECISION

Assessment and Training Solutions Consulting Corporation (ATSCC), a small business of Chesapeake, Virginia, protests the award of a contract to Patriot Group International, Inc. (PGI), a small business of Warrenton, Virginia, under request for proposals (RFP) No. 2021-20111000001S, issued by the Central Intelligence Agency (CIA) for tactical and non-tactical medical support. The protester contends that the agency unreasonably evaluated proposals and made an unreasonable best-value tradeoff decision.

We deny the protest.

BACKGROUND

On May 24, 2021, using the procedures of Federal Acquisition Regulation (FAR) part 15, the agency issued the solicitation to potential offerors using the secure National Reconnaissance Organization Acquisition Research Center restricted website.¹ Agency Report (AR), Tab 5, RFP at 1; AR, Tab 13, RFP Section M at 1-4; Contracting Officer's Statement (COS) at 2.² The RFP sought proposals to provide tactical and non-tactical medical support to geographically dispersed sites throughout the world.³ AR, Tab 15, SOW at 4. The solicitation provided for award of a single fixed-price level-of-effort contract with a 1-year base period of performance and four 1-year options. RFP at 15-16.

The solicitation provided for award to be made on a best-value tradeoff basis and established the following evaluation factors: (1) technical, (2) management, (3) past performance, (4) security, and (5) price. AR, Tab 13, RFP Section M at 2. The technical factor was significantly more important than the management factor, which was slightly more important than the past performance factor.⁴ *Id.* The non-price factors, when combined, were significantly more important than price. *Id.*

The agency received three proposals by the July 29, 2022, deadline for receipt of initial proposals. COS at 2. On March 20, 2023, the agency awarded the contract to PGI. *Id.* ATSCC filed a protest with our Office challenging the agency's evaluation and award decision. *Assessment and Training Sols. Consulting Corp.*, B-421575, Apr. 24, 2023 (unpublished decision). We dismissed the protest as academic when the agency advised that it would take corrective action to rescind the award, revise the solicitation, and allow all offerors an opportunity to submit proposals. *Id.*

¹ The record in this case, which the agency provided to GAO, the protester, and the intervenor, included certain classified documents.

² The RFP was amended six times. COS at 3. References to the RFP are to the final amended version of the solicitation. All citations to the record are to the documents' Adobe PDF pagination.

³ As used in the solicitation, tactical medical practitioners work as team members of a small [REDACTED] unit, planning for medical contingencies and medical evacuations and in [REDACTED] environments. Non-tactical medical personnel work independently in clinics located in high-threat and austere locations. AR, Tab 6, Statement of Work (SOW) at 10.

⁴ The technical and management factors would be evaluated using adjectival ratings (exceptional, very good, acceptable, marginal, or unacceptable), while past performance would be assigned a confidence rating (high, significant, moderate, neutral, or low confidence). The security factor would only be evaluated on a pass/fail basis. AR, Tab 13, RFP Section M at 2-3; exh. L to ATSCC Protest, First Debriefing, at 17-18 (defining adjectival ratings).

Following dismissal of the protest, the agency revised the solicitation, and all three offerors submitted revised proposals by the June 28, deadline for receipt of proposals. COS at 6. On September 25, the agency again awarded the contract to PGI. *Id.* ATSCC filed another protest with our Office challenging the agency's evaluation and award decision. *Assessment and Training Sols. Consulting Corp.*, B-421575.2, Nov. 8, 2023 (unpublished decision). We dismissed the protest as academic when the agency advised that it would again take corrective action to rescind the award, conduct revised technical evaluations, and make a new award decision. *Id.*

Following dismissal of the second protest, the agency reevaluated proposals as follows:

	ATSCC	PGI
Technical	Very Good	Exceptional
Management	Very Good	Exceptional
Past performance	Significant Confidence	High Confidence
Security	Pass	Pass
Price	\$114,360,257	\$115,798,115

AR, Tab 31, Source Selection Decision (SSD) at 32-33. The source selection authority (SSA) concluded that PGI's higher-rated, higher-priced proposal represented the best value. *Id.* at 33-34. On March 21, 2024, the agency notified offerors that the agency had awarded the contract to PGI. COS at 7. This protest followed.

DISCUSSION

The protester focuses much of its protest on the contention that the awardee submitted a proposal that failed to comply with the solicitation's formatting requirements in material ways, which required the agency to find the awardee unacceptable and, therefore, ineligible for award. The protester also challenges the reasonableness and fairness of the agency's evaluation of proposals under the technical, management, and past performance evaluation factors. According to ATSCC, as a result of these errors, the agency's best-value tradeoff decision was flawed. We have fully considered all of ATSCC's arguments, and while we do not specifically discuss every argument made, we find that none provides a basis on which to sustain the protest.

Proposal Formatting Requirements

With regards to the gravamen of ATSCC's protest, the protester alleges that PGI violated the solicitation's formatting requirements for font size and format in the technical/management and past performance volumes of its proposal, such that the agency should have disqualified PGI from the competition. Comments & Supp. Protest at 5-9; Supp. Comments at 3-21. The agency disagrees, defending its evaluation as reasonable. Supp. Memorandum of Law (MOL) at 1-10.

The RFP provided detailed proposal preparation instructions in section L of the RFP, and warned that “[n]on-conformance with the instructions provided in this section may result in an unfavorable proposal evaluation.” AR, Tab 12, RFP Section L at 2. Relevant here, the solicitation imposed on proposals a 25-page limitation for the technical/management volume and a 12-page limitation (or 4 pages for each of up to three contract references) for the past performance volume.⁵ *Id.* at 4. With respect to both proposal volumes at issue, the solicitation established, among other things: (1) the use of 8.5 x 11 inch paper; (2) margins of 1 inch; and (3) that “minimum type size shall be 12 point Arial standard font with single spacing (not to exceed 46 lines per page).” *Id.* at 5. The RFP elaborated that “[t]ypesetting, font compression, or other techniques to reduce character size or spacing are not permitted and are considered a deliberate attempt to circumvent the page limitations. This includes setting the paragraph line spacing, a feature of MS [Microsoft] Word, ‘exactly at 12 point.’” *Id.* Additionally,

Legible tables, charts, graphs, and figures may be used wherever practical to depict organizations, systems and layout, implementation schedules, etc. These displays shall not exceed 11 by 17 inches in size. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than:

Art: 8 point Arial
Tables: 8 point Arial
Titles: 10 point Arial, bold, initial cap.

Id. The solicitation stated that page limits “shall be treated as maximums” and any “excess pages will not be read or considered in the evaluation of the proposal.” *Id.* at 4-5.

Tables, Charts, and Figures

The protester contends that PGI circumvented the RFP’s page restrictions by failing to observe an alleged limitation on the use of “exhibits” in the form of tables, charts, graphs, and figures, which allowed for a smaller font size than generally permitted. Comments & Supp. Protest at 5-9. Specifically, the protester argues that seventeen exhibits--which employed the smaller font sizes permitted for tables, charts, and figures--in PGI’s technical/management proposal volume contained extensive narrative text that should instead have been subject to the solicitation’s 12-point font size limitation which offerors were required to use for information other than “exhibits.” Supp. Comments at 3-8, 13-18. ATSCC also asserts that PGI violated the RFP’s requirements for the past performance proposal volume “by including the entirety of each past performance reference as a single four-page text box, in 8-point font.” *Id.* at 9-13.

⁵ These page limits specifically excluded some content, such as glossaries, from the page count. AR, Tab 12, RFP Section L at 4. Those exclusions are not at issue.

The agency argues that PGI's proposal conformed to the RFP's formatting requirements, which allowed offerors to use tables and figures with size 8 font wherever practical, and which essentially did not limit the content that could be included in these figures. COS at 4-6; MOL at 8-11. According to the agency, in the technical/management volume, "the way PGI used exhibits--and the way ATSCC used similar tables--was consistent with the proposal preparation instructions." Supp. MOL at 10. In addition, the CIA asserts that, although PGI "used tables/exhibits in its Past Performance Volume in a way that the Agency did not necessarily anticipate[,]" the agency reasonably determined that PGI's approach complied with the solicitation, particularly in light of the RFP's instructions to provide information about each past performance reference responding to a list (from "a" to "i") of enumerated requirements. *Id.* at 10-11.

Agencies are required to evaluate proposals consistently, and in accordance with a solicitation's instructions, including any instructions relating to a proposal's format and page limitations. See *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, 2019 CPD ¶ 181 at 7. As a general matter, firms competing for government contracts must prepare their submissions in a manner consistent with the format limitations established by the agency's solicitation, including any applicable page limits. *IBM U.S. Fed., a div. of IBM Corp.; Presidio Networked Sols., Inc.*, B-409806 *et al.*, Aug. 15, 2014, 2014 CPD ¶ 241 at 12.

We have reviewed the disputed portions of PGI's technical/management proposal; these portions contained what PGI identified as "exhibits" in its proposal. These exhibits (tables, figures, and text boxes) consisted of sentences (complete and incomplete) or bulleted text and lists, setting forth the offeror's understanding of, and approach to, meeting the requirements for the performance of the contract. See AR, Tab 19, PGI Technical/Management Proposal at 3 (table of exhibits); *id.* at 8-30 (pages that feature the seventeen exhibits identified by the protester). In each instance, the exhibit is introduced in the surrounding narrative of PGI's proposal. For example, PGI discusses the screening and selection of candidates, including describing its "Pre-hire Selection Screening," which it then details in a table-format exhibit, identifying the evaluation areas associated with each day of the process. *Id.* at 10-11.

The record also shows that PGI's past performance proposal discussed three past performance examples, each of which consisted of a 2 to 4-page table in 8-point font and included narrative text, the bulk of which tied the relevance of these references to various sections of the RFP's SOW. AR, Tab 21, PGI Past Performance Proposal at 10-15. The agency found two of the three contract references for PGI to be relevant. AR, Tab 27, Past Performance Evaluation Consensus Report at 11-14.

As noted above, the RFP provided that "[l]egible tables, charts, graphs, and figures may be used wherever practical to depict organizations, systems and layout, implementation schedules, etc." AR, Tab 12, Section L at 5. The protester argues that the RFP limited the content that could be included in such figures and tables, noting the additional

instructions: “These displays shall not exceed 11 by 17 inches in size. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, not for pages of text.” *Id.* According to ATSCC, the only reasonable way to interpret the solicitation as a whole is to find the instruction, “[f]oldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, not for pages of text” means that figures are “not for pages of text” and therefore cannot be used for “substantive information required to satisfy evaluation criteria” or “the offeror’s principle concepts and offerings.” Comments & Supp. Protest at 5-9; Supp. Comments at 4-7. According to ATSCC, this interpretation is supported by the RFP’s use of the terms “table,” “chart,” “graph,” and “figure,” which the protester views as having “a visual connotation.” Supp. Comments at 7-9.

The agency contests ATSCC’s characterization, instead asserting that the RFP did not include any limitations on the use of tables and other graphic representations. Supp. MOL at 10-11. According to the agency, the protester “deliberately conflates the restriction that explicitly only applies to ‘Foldout pages’--which were not used in the proposals submitted by the parties and are not at issue in this matter--with the applicable formatting instructions” for figures and tables, generally. Resp. to Supp. Comments at 2.

Where a dispute exists as to a solicitation’s actual requirements, we begin by examining the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Desbuild Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5.

Here, we do not find ATSCC’s interpretation of the solicitation to be reasonable.⁶ The protester concedes that “the phrase ‘not for pages of text’ appears in a sentence pertaining to foldout pages,” but contends that the phrase is “most naturally understood as limiting the purpose of any” figure. Supp. Comments at 6. We are not persuaded. As ATSCC explains, the RFP allows for smaller font size for figures, and “permits but does not require such displays to be incorporated into foldout pages with a maximum size of 11 by 17 inches in size.” *Id.* The RFP separately indicates any foldout pages should be for “tables, charts, graphs, diagrams and schematics, not for pages of text.” *Id.* ATSCC does not persuasively explain why figures on standard pages must comply with the rules for 11 x 17 foldout pages.

⁶ The protester argues in the alternative that “at the very least,” its interpretation that the solicitation limited the content of figures is reasonable, and PGI “unfairly benefited by exploiting a latent ambiguity in the Solicitation’s formatting [instructions].” Supp. Comments at 19-20. An ambiguity exists where two or more reasonable interpretations of the solicitation’s terms are possible. *Colt Def., LLC*, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8. Because we do not find ATSCC’s interpretation to be reasonable, we do not find the solicitation ambiguous with respect to those provisions. *Id.*

The protester's proffered interpretation is also belied by its own proposal which includes several tables that include text. Although the protester defends its own use of tables as "much more limited" and used to "expand[] on or illustrate[] information that was included in the narrative," ATSCC did, in fact, also include tables of text. AR, Tab 16, ATSCC Technical/Management Proposal at 22-25. For example, similar to PGI, ATSCC included a table of text setting forth its approach to "Recruitment, Screening, and Selection of Candidates." *Id.* at 25.

Nor does the protester convincingly explain why, even if figures were not for "pages of text," that reading necessarily leads to the protester's conclusion that "the offeror's primary concepts and offerings should be in narrative text in 12-point font and not in text boxes, and that any text in 8-point font should generally explain or elaborate on a 'display'["]." Supp. Comments at 8. Our review finds that the solicitation did not include an explicit limitation that would curtail an offeror's discretion to use narrative text in figures, tables, or other graphic representations. The RFP here did not, for example, include any restrictions such as specifying that any "graphs and tables should only be used for supplemental information" or that offerors "should not use graphs and tables as the majority of the proposal text." See *Emergint Techs., Inc.*, B-407006, Oct. 18, 2012, 2012 CPD ¶ 295 at 11.

Further, we do not agree that the solicitation's use of the words "table," "chart," "graph," and "figure" operate to limit the content presented within those figures. Indeed, in *CACI, Inc.-Fed.*, B-418110.3 *et al.*, May 22, 2020, 2020 CPD ¶ 181, we interpreted a very similar provision in a solicitation--which allowed offerors to use "[t]ables, charts, graphs, diagrams and figures . . . wherever practical to depict [its] organizations, systems and layout, implementation schedules, [and] plans"--and we found the provision did not mean that "these materials could not include narrative text." *CACI, Inc.-Fed.*, *supra* at 6. Because the RFP here (1) established font size requirements; (2) provided an exception to those requirements for figures; and (3) did not limit the content that could be included in those figures or otherwise prohibit offerors from using tables in any particular volume of the proposal, we have no basis to find that the agency was unreasonable when it determined that PGI's use of exhibits in its proposal was consistent with the solicitation. *Id.*; *RIVA Sols., Inc.*, B-418952, B-418962.2, Oct. 27, 2020, 2020 CPD ¶ 353 at 8-9 (denying protest alleging awardee violated solicitation's formatting requirements by presenting past performance references in table format). These allegations and their associated arguments are, therefore, denied.

Font Size and Page Limitations

The protester also argues that PGI's technical/management proposal should be deemed unacceptable because "PGI headers throughout [the proposal] are in some font size smaller than 12 point Arial standard font." Comments & Supp. Protest at 5. The agency agrees that, under the solicitation, "PGI should have utilized 12 point Arial standard font for the headings," and did not. Supp. COS at 3; see *also* Supp. MOL at 7-8. The agency, however, asserts that this was a minor violation of the formatting requirements that conferred no unfair competitive advantage to PGI.

As discussed above, firms competing for government contracts must prepare their submissions in a manner consistent with the format limitations established by the agency's solicitation, including any applicable page limits. *IBM U.S. Fed., a div. of IBM Corp., supra* at 12-13. Consideration of submissions that exceed established page limitations is improper in that it provides an unfair competitive advantage to a competitor that fails to adhere to the stated requirements. *Id.* In this regard, our Office has sustained a protest, for example, where the awardee compressed the space between the lines of text throughout its proposal that "effectively added approximately three to four pages to the 10-page limitation." *DKW Commc'ns, Inc.*, B-412652.3, B-412652.6, May 2, 2016, 2016 CPD ¶ 143 at 6. There, the agency asserted that the protest should be denied despite the formatting violation for lack of unfair competitive prejudice, because the protester's quotation "also did not fully comply with the single-spacing requirement," by reducing the spacing between lines in one paragraph of the protester's proposal. *Id.* at 6 n.7. Under those circumstances, we declined to find the offerors were similarly situated, observing that the protester's variation was "*de minimus*, in comparison to the magnitude of the effect" of the awardee's noncompliance. *Id.*

Here, the agency argues that the awardee did not obtain an unfair competitive advantage, and ATSCC was not unfairly competitively prejudiced, by "this limited incidence of incorrect font size." Supp. MOL at 2. The contracting officer explains--and the protester does not contest--that the headings in question "do not convey substantive information that added value to PGI's proposal."⁷ Supp. COS at 3. In response to the protest, the contracting officer adjusted the font size of each heading to 12 point Arial standard font, resulting in PGI's technical/ management proposal exceeding the 25-page limit by approximately half a page. *Id.* at 3. The agency submitted a copy of the adjusted version of the proposal with its supplemental agency report. Supp. AR, Tab 4, PGI Technical/Management Proposal - Adjusted Version.⁸ Under the terms of the solicitation, any information contained in the excess half page would not have been read nor considered in the evaluation of proposals. AR, Tab 12, RFP Section L at 4-5. The contracting officer notes that the excess half page "consists entirely of information relating to PGI's Transition Approach, the least important [sub]factor within the Management Factor." Supp. COS at 4. In this context, the evaluators referred to and relied on the discussion of PGI's transition approach that, when adjusted, fell within the page limits. The agency argues that there is therefore no basis to sustain the protest,

⁷ The awardee, PGI, does not deny a smaller font size was used for the headings throughout the firm's technical/management proposal. See Intervenor Supp. Comments at 3 (contending that "the smaller header font size used by [PGI] did not create a competitive advantage").

⁸ Although we accord greater weight to contemporaneous materials as opposed to judgments made in response to protest contentions, our Office can rely on an agency's credible post-protest analysis of an alleged error for the "narrow purpose of assessing whether the protester was prejudiced." *PTC, Inc.*, B-416863, Dec. 20, 2018, 2018 CPD ¶ 48 at 12 n.15.

because the protester has not established that any unfair competitive advantage resulted. See *Global Sols. Network, Inc.*, B-298682.3, B-298682.4, June 23, 2008, 2008 CPD ¶ 131 at 10 (denying protest alleging that the agency unfairly relaxed the RFP's page limit for the awardee where the evaluation "was not affected by the extra page" submitted with a resume, where "the additional page contained no information needed for evaluating the qualifications of this individual"). Our review of the record is consistent with the agency's observation regarding the effect of the awardee's use of too small a font size for the headings in its technical/management proposal.

The protester does not contest the accuracy of the agency's adjustment or argue that information on the excess page was necessary to--or even referred to--in the agency's evaluation. See Supp. Comments at 18-19. Instead, the protester insists that "this error should not be viewed in isolation but as part of a systematic scheme to circumvent the RFP's page limitations"--an argument based primarily on ATSCC's contentions regarding figures and font sizes.⁹ *Id.* at 19. As discussed above, however, because we find the agency reasonably found the awardee's use of figures in its proposal was permitted under the terms of the solicitation, this admitted error stands alone.

Here, the protester has not demonstrated that the page limit violation resulted in an unfair competitive advantage for the awardee--*i.e.*, for example, that the agency relied on the information in the excess half page in favorably evaluating PGI's proposal. See *Rocky Mountain Mobile Med.*, B-418788.2 *et al.*, Dec. 23, 2020, 2020 CPD ¶ 413 at 4-5 (denying protest where the protester "points to nothing--and we cannot independently discern anything--in the contemporaneous technical evaluation report that cited to or relied on any information that was unique to the letter of introduction" which preceded, and exceeded the page limit for the awardee's 6-page technical quotation); *IDIS, Corp.*, B-414429, B-414429.2, June 12, 2017, 2017 CPD ¶ 186 at 7-8 (denying protest regarding awardee's submission of proposal that exceeded the 20-page limit where the agency evaluated only the first 20 pages of the proposal "and there is nothing in the evaluation documents that shows that the evaluators relied on information in excess of the 20-pages in assessing [the awardee's] technically acceptable rating"). Where, as here, the protester has failed to demonstrate --and we cannot discern from our review of the evaluation record--that the awardee gained an unfair competitive advantage from the excess half page, there is no basis to sustain. See *Global Sols. Network, Inc.*, *supra*. This allegation is therefore denied.

⁹ Nor has the protester proffered that it would have altered its proposal to its competitive advantage had it been given a similar opportunity to submit an additional half page in its technical proposal. See *DRS Network & Imaging Sys., LLC*, B-413409, B-413409.2, Oct. 25, 2016, 2016 CPD ¶ 315 (denying protest alleging that agency waived page limit for awardee where the protester could not demonstrate that it would have improved its proposal from unacceptable if given the same opportunity to exceed the page limit).

Technical Evaluation

ATSCC next alleges that the agency's evaluation of the firm's proposal under the technical factor was unreasonable.¹⁰ Protest at 27-47; Comments & Supp. Protest at 2-4. The agency responds that its evaluation was reasonable and consistent with the solicitation. MOL at 4-21.

When reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *Candor Sols., LLC*, B-417950.5, B-417950.6, May 20, 2021, 2021 CPD ¶ 199 at 5. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria and with applicable procurement statutes and regulations. *Id.* A protester's disagreement with the agency's judgment of the relative merits of competing proposals, without more, does not establish that the evaluation was unreasonable. *PricewaterhouseCoopers Public Sector, LLP*, B-415504, B-415504.2, Jan 18, 2018, 2018 CPD ¶ 35 at 6.

Under the technical factor, the RFP required offerors to address their understanding of the technical requirements and approach to performing the work, including proposing individuals for the key personnel roles of program manager and medical director. AR, Tab 12, RFP Section L at 10; AR, Tab 15, SOW at 9. For subfactor 1.1 (technical expertise), proposals were required to include resumes for key personnel and a skills matrix with information on the proposed program manager, medical director, full-time staff, and any other specialized staff proposed. AR, Tab 12, RFP Section L at 10. The agency would then evaluate the proposal based on the qualifications of the proposed personnel. AR, Tab 13, RFP Section M at 2-3. Under subfactor 1.2 (technical approach), offerors were required to describe their approach to performing the work, which the agency would evaluate based on the understanding of and approach to providing medical support requirements for projects [REDACTED] throughout the world. AR, Tab 12, RFP Section L at 10; AR, Tab 13, RFP Section M at 3.

¹⁰ In its supplemental protest, ATSCC challenged the evaluation of ATSCC's and PGI's proposals under the technical factor, as unfair and disparate. Comments & Supp. Protest at 9-11; Ex. A to Comments & Supp. Protest (presenting arguments in table format). The agency provided a substantive response to these allegations in the supplemental agency report, including a factual point-by-point refutation from the contracting officer. Supp. COS at 6-20; Supp. MOL at 11-19. The protester, however, did not refer to or respond to these arguments in its comments to the supplemental agency report, which ATSCC confined to the proposal formatting arguments discussed above. Supp. Comments, *passim*. Accordingly, we dismiss these allegations as abandoned and do not consider them further. 4 C.F.R. § 21.3(i)(3); *Peraton, Inc.*, B-421038.6 *et al.*, Apr. 12, 2023, 2023 CPD ¶ 92 at 4 n.3.

Identified Strengths

The agency assigned a rating of “very good” to ATSCC’s proposal under the technical factor. AR, Tab 25, Technical Evaluation Consensus Report at 3. Under subfactor 1.1 (technical expertise), the agency identified a number of strengths in ATSCC’s proposal:

1. A moderate strength for the proposed program manager, whom the agency found “moderately exceed[ed] the qualifications” of 10 years of program management experience on similar programs, a bachelor’s degree, project management professional certification, and security clearance.
2. A moderate strength for the proposed medical director, whom the agency found “moderately exceed[ed] the qualifications” for a medical degree, 10 years of medical experience (including at least 5 years of experience in U.S. Military Special Operations Community medicine, a security clearance and met the “desired qualification for ██████████ deployment experience within the last 5 years.”
3. A significant strength for the proposed tactical instructors for tactical field care, whom the agency found met both minimum requirements and desired qualifications.
4. A moderate strength for the proposed tactical medical advance practice providers, whom the agency found generally met the minimum requirements and three of four desired qualifications. The agency noted that it did not credit the personnel with the fourth desired qualification for national certification because ATSCC’s proposal discussed certification without indication of the nature of that certification (*i.e.*, “it was unclear to the [evaluators] if this indicated board certification or national certification”).
5. A moderate strength for the proposed tactical paramedics, whom the agency found generally moderately exceed the minimum qualifications and met the desired qualifications. The agency explained it did not assign a more significant strength because of “inconsistencies and omissions” in the proposal that meant that not all the individuals proposed clearly met the minimum qualifications.
6. A minor strength for non-tactical medical advance practice providers, whom the agency found met the minimum requirements, but again did not clearly discuss the desired qualification for national certification.
7. A minor strength for medical instructors, whom the agency found slightly exceeded the minimum qualifications and met the desired qualification for previous specialized teaching experience.

Id. at 4-8; AR, Tab 15, SOW 9-13 (defining requirements for key personnel and non-key personnel).

The protester challenges six of the seven strengths that the agency identified in the firm’s proposal, essentially arguing that the strengths warranted more than an assessment of a “moderate” or “minor” strength. Protest at 30-41. ATSCC makes a number of different types of arguments in this regard. In one type, the protester asserts that it should have received even more significant strengths for its proposed program manager, medical director, and medical instructors because those individuals are

serving in the same roles on ATSCC's incumbent contract. Protest at 32-35, 41. According to the protester, it was not enough for the agency to assign strengths to these personnel because "no experience could be more relevant." *Id.*

Our Office has repeatedly found that there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent offeror. *CACI, Inc.*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 9 n.8. Nor does the offer of incumbent personnel entitle a proposal to special consideration or necessitate a higher rating than other offerors. *Id.* The fact that ATSCC's proposed personnel are serving in the same roles on the incumbent contract provides us no basis to question the reasonableness of the agency's identification of a strength--but not a significant strength--to ATSCC's proposal for each position.

In a second type, the protester also quibbles with any part of the agency's evaluation that reflects the agency's judgment that ATSCC's proposed candidates exceed the qualifications, but only minimally or moderately. Protest at 32-35, 41. For example, the agency assessed a moderate strength for ATSCC's proposed program manager based, in part, on the agency's determination that the "candidate has 22 years of professional experience of which 12 years are program management experience, as documented in the provided resume, slightly exceeding the required 10 years of experience." AR, Tab 25, Technical Evaluation Consensus Report at 4. According to ATSCC, the candidate should have been found to have greatly exceed the requirement because he has:

12 years' experience as Program Manager of the [incumbent] Program with an additional 13 years' management experience as a Senior Non-Commissioned Officer assigned to the Naval Special Warfare Tier 1 Command, as documented in both the Technical proposal and his resume.

Protest at 33. In response, the agency explains that the individual's experience as a senior non-commissioned officer was understood to be management-related, but the evaluators did not find that it represented program management experience that increased their assessment of the program manager's likelihood of "providing robust program management support and performance."¹¹ COS at 10. Because the protester

¹¹ The agency, as part of its report to our Office, provided in the COS and supplemental COS further information explaining why the various features within ATSCC's technical approach were considered to be strengths and not more significant strengths, or considered to meet rather than exceed the requirements. COS at 9-22; Supp. COS at 6-16. While we accord greater weight to contemporaneous materials as opposed to judgments made in response to protest contentions, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the

(continued...)

offers only disagreement with the agency's judgment that military experience did not equate to program management experience, we have no basis to question the reasonableness of the agency's evaluation. *Cherokee Nation Tech. Sols., LLC*, B-411140, May 22, 2015, 2015 CPD ¶ 170 at 6.

In the final type of protest argument related to these strengths, the protester argues that the agency was irrational in any instance the evaluators noted that there was an inconsistency or a lack of clarity in the protester's proposal that resulted in the assignment of any strength other than a significant strength. Protest at 35-41; Comments & Supp. Protest at 2-3. ATSCC devotes the most discussion to one example--any instance where the evaluators assessed that the agency could not determine whether the individuals proposed by ATSCC to fill the roles of tactical or non-tactical medical advance practice providers met the "desired" qualification to "be nationally certified as a Physician's Assistant or an Advanced Registered Nurse Practitioner." Comments & Supp. Protest at 2-3.

According to ATSCC, the skills matrix submitted with its proposal includes a note that all of the individuals proposed for this position are "PA-C," which "is universally understood as meaning 'Physician Assistant-Certified' by the National Commission on Certification of Physician Assistants ('NCCPA')." Protest at 37. Thus, the protester challenges as unreasonable, the agency's assessment that ATSCC's proposal did not "clearly demonstrate[] the desired qualification" because although certification was "discussed, it was unclear to the [evaluators] if this indicated board certification or national certification." *Id.* at 36.

The agency denies that the acronym, PA-C, "standing alone," necessarily meant that the individual "had an active national certification or a board certification." COS at 15-16. The CIA notes that PA-C could instead have meant that the individual held a state certification. *Id.* In comparison, the awardee received credit for meeting the desired qualification because PGI's proposal included the acronym "NCCPA,"--which the agency interpreted as meaning the individual was nationally certified--as well providing "the individual's national license number." MOL at 14.

In response, the protester insists that the agency should have gleaned the certification status from information outside of the protester's proposal. ATSCC argues that the CIA should have imported the certification status from its evaluation of PGI's proposal, because PGI proposed many of the same medical professionals as proposed by the protester. Comments & Supp. Protest at 2-3. ATSCC also contends that "[p]erhaps the

rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *Science & Tech. Corp.*, B-420216, Jan. 3, 2022, 2022 CPD ¶ 1 at 8 n.6. Here, we find the agency's post-protest explanations provide a detailed rationale that fill in previously unrecorded details and provide credible explanations that are consistent with the contemporaneous record. *Booz Allen Hamilton, Inc.*, B-420116.6, B-420116.7, Aug. 22, 2022, 2022 CPD ¶ 221 at 9.

evaluators themselves even had personal knowledge of the information based on ATSCC's incumbent status." *Id.* at 3.

It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its offer evaluated unfavorably where it fails to submit an adequately written proposal. *PEAKE*, B-417744, Oct. 11, 2019, 2019 CPD ¶ 359 at 4. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *Candor Solutions, LLC*, *supra* at 9. An incumbent contractor is not protected from an unclear or inadequately detailed proposal by arguing that the procuring agency's knowledge of the incumbent's performance should serve as a substitute for information missing from the proposal. *Delta Bldg. Servs, Inc.*, B-405327.2, B-405327.3, Oct. 21, 2011, 2012 CPD ¶ 4 at 7 (denying argument that protester's incumbency undermines agency's criticism of protester's quotation).

Based on our review of the record, we find no basis to question the agency's evaluation in this respect. Although the protester argues that the agency should have construed the acronym, PA-C, to mean that the proposed personnel satisfied the desired qualification for national certification, the agency has explained why the protester's proposal, which relied on the acronym alone, was inadequately detailed to make that showing. Because the agency was not required to attempt to remedy the protester's inadequacy through personal knowledge or by reference to information outside of the protester's proposal, we find no merit to this argument.

Ultimately, the protester's challenges are not that the agency failed to identify advantages in ATSCC's proposal; rather, ATSCC contests the weight accorded those identified advantages. As such, we find that the agency's assignment of strengths to ATSCC's technical approach was reasonable, consistent with the stated evaluation criteria, and adequately documented. Although ATSCC may consider aspects of its technical approach to be of greater value or benefit than what the agency assessed, such disagreement, without more, does not provide a basis on which to sustain the protest. *AdvanceMedcorp.; TrustSolutions, LLC*, B-404910.4 *et al.*, Jan. 17, 2012, 2012 CPD ¶ 25 at 21 (noting, for the most part, a protester's disagreement with the weight or importance attached to particular proposal benefits provides no basis on which to sustain a protest).

Asserted Additional Strengths

The protester also argues that the agency failed to identify, as strengths, five different features of its technical proposal that "significantly exceed[ed] the SOW requirements." Protest at 42-43. The agency responds that, with respect to each of the features highlighted by ATSCC, the evaluators reasonably determined that ATSCC met, but did not exceed, the SOW requirements in a way that would provide advantages to the agency. COS at 20-22; MOL at 17-21.

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. Furthermore, an agency is not required to document "determinations of adequacy" or explain in the evaluation record why it did not assess a strength, weakness, or deficiency for a particular item. *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17; *Candor Sols., LLC, supra* at 7 n.7.

As part of the RFP's requirements for non-key personnel, the SOW required offerors to provide travel team personnel "for support in the area of administrative processing," such as visa applications. AR, Tab 15, SOW at 13. Also required are "personnel to support [agency] training facilities" within the United States. *Id.* at 13-14. According to ATSCC, the agency should have awarded strengths to the firm's proposal because "ATSCC has proven experience providing travel support for this very program" and because many of the individuals proposed "are currently serving in this capacity under the incumbent contract and have demonstrated the ability to serve these roles." Protest at 42-43.

With respect to the protester's arguments that it should have garnered strengths based on its incumbent experience, the protester essentially urges that the CIA should have evaluated ATSCC's proposal based on the agency's understanding of the incumbent contract, as compared to the content of the firm's proposal. We disagree. While our decisions have concluded that, in some cases, past performance information in the agency's possession cannot be ignored, we have specifically declined to extend that principle to an agency's evaluation of technical proposals. See *Earth Res. Tech. Inc.*, B-416415, B-416415.2, Aug. 31, 2018, 2018 CPD ¶ 312 at 6; *Enterprise Sols. Realized, Inc.*; *Unissant, Inc.*, B-409642., B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 9. As such, we find no merit to ATSCC's arguments that rely on the agency's familiarity with the firm's incumbent performance, rather than what was submitted in the protester's technical proposal.

ATSCC also argues it was irrational for the agency to "overlook" the qualifications of the four individuals ATSCC proposed for training facility support. Protest at 42-43. The SOW provides that these personnel will "provide medical coverage for a clinic and/or medical support and instructions" for training at training facilities within the United States. AR, Tab 15, SOW at 13. As the protester notes, the solicitation requires training facility support personnel to, among other things, "meet the personnel requirements specified in SOW 3.8.2 for the Tactical Paramedics." *Id.* The protester argues that the agency was obligated to award a strength to ATSCC's proposal because the firm's proposed training facility support personnel exceed the requirements

for training facility support by meeting not only the mandatory but also the desired qualifications for tactical paramedics.¹² Protest at 42-43.

The agency responds that the evaluators considered the information about ATSCC's proposed personnel, "including whether/how they met desired qualifications for Tactical Paramedics, [but] did not feel any of the information warranted" a strength specific to this category of personnel, which are identified for training roles within the United States. COS at 20-21. Indeed, meeting the mandatory qualifications for tactical paramedics was just one of nine requirements for these separate training facility support personnel.¹³ AR, Tab 15, SOW at 13. While the protester may believe that it is entitled to additional strengths for meeting the desired qualifications for tactical paramedics related to performance in [REDACTED] austere environments, the agency was aware of the benefits of ATSCC's proposal, and the protester has not shown that the agency's assignment of strengths was unreasonable. See *Perspecta Eng'g, Inc.*, B-420501.2, B-420501.3, Dec. 13, 2022, 2022 CPD ¶ 314 at 7. Accordingly, these allegations are denied.

The protester also argues that it was unreasonable for the agency to find that ATSCC's proposal under technical subfactor 1.2 (technical approach), "demonstrated no strengths, weaknesses, or deficiencies" but merely met the requirements. Protest at 42-47; AR Tab 25, Technical Evaluation Consensus Report at 9. Specifically, ATSCC argues that it should have received a strength for the quality of its proposed personnel, its continued partnership with the [DELETED] to provide paramedic recertification to all program paramedics, and the firm's approach to surge support. Protest at 44-47.

First, with respect to ATSCC's argument about its proposed personnel, the agency explains that it "did not consider personnel qualifications" under subfactor 1.2 (technical approach), because the qualifications and experience of key and non-key personnel was to be considered solely under subfactor 1.1 (technical expertise). COS at 21. As set forth in the RFP, the agency would evaluate technical approach based on "demonstrated understanding and approach to providing" the support identified in the solicitation, as compared to technical expertise, to be evaluated "on the qualifications of the proposed personnel. AR, Tab 13, RFP Section M at 3.

¹² The desired qualifications for tactical paramedics were (1) "previous [REDACTED] deployments" within the last 5 years; (2) "medical team lead" or medical evaluation coordination "experience abroad in austere environments"; and (3) "ability to support" other requirements "on occasion in areas of a lesser threat." AR, Tab 15, SOW at 12.

¹³ The additional qualifications were (1) pre-deployment training requirements; (2) the contractor's screening requirements; (3) experience in providing coverage for Special Operations training; (4) ability to travel within the United States; (5) a security clearance; (6) experience providing specialty training; (7) ability to perform administrative and ad hoc duties; and (8) ability to generate and submit periodic reports. AR, Tab 15, SOW at 13-14.

Second, regarding the partnership with the university, the agency explains that the evaluators understood this to meet SOW requirements.” COS at 22. That is, the SOW requires medical personnel to maintain valid certifications and complete continuing medical education (CME). AR, Tab 15, SOW at 7. The evaluators found that ATSCC proposed to meet that requirement by “continu[ing] to provide Paramedic Recertification to all program Paramedics” and training that “fulfills the requisite CMEs” for paramedics and other medical personnel through its “partnership with [DELETED].” AR, Tab 16, ATSCC Technical/Management Proposal at 9; Tab AR, Tab 25, Technical Evaluation Consensus Report at 9 (stating that ATSCC’s “approach includes maintenance of required medical and tactical training for all practitioners using their existing relationship with” the university). The protester has not articulated why relying on the university, as opposed to any other provider, exceeds the SOW requirement to maintain certifications and complete CMEs.

Third, the agency explains that ATSCC’s discussion of its strategy to address surges in staffing requirements “summarizes its ability to recruit and provide the staffing [as] required by the SOW.” MOL at 20. The protester does not identify, and our review does not reflect, any specific requirement to address surge capacity within the SOW.

In sum, the protester has not presented any evidence that its approach objectively exceeds any specific requirements of the solicitation for technical approach. Accordingly, we have no basis to object to the agency’s decision not to assign strengths or otherwise determine that the protester met, but did not exceed, the requirements for technical approach. *Bluehawk, LLC*, B-421201, B-421201.2, Jan. 18, 2023, 2023 CPD ¶ 43 at 8 (denying protest asserting that the agency should have assigned additional strengths because “the protester fails to explain how the agency’s evaluation was inconsistent with the stated evaluation criteria”); *Derivative, LLC*, B-420687.3, B-420687.4, May 12, 2023, 2023 CPD ¶ 119 at 11 (finding evaluation reasonable where agency found protester’s approach to meet, but not exceed, the requirement).

Although the protester disclaims that it is demanding credit for its incumbent experience, we find that these arguments, at their core, amount to a request that our Office should substitute the protester’s judgment for the agency’s because ATSCC’s experience with performing the incumbent contract puts the firm in the best position to determine how well its proposal meets the RFP’s requirements. We decline to do so. *Systems Implementers, Inc.; Transcend Tech. Sys., LLC*, B-418963.5 *et al.*, June 1, 2022, 2022 CPD ¶ 138 at 16 (denying contention that protester’s proposal merited assessment of multiple additional strengths for various aspects of protester’s experience where protester’s view of its experience as an advantage expressed nothing more than its disagreement with the evaluators’ subjective judgments). These allegations are denied.

Management Evaluation

Next, the protester challenges the agency's evaluation of ATSCC's proposal under the management factor. Protest at 47-50. The agency defends its evaluation as reasonable and consistent with the solicitation. COS at 22-25; MOL at 21-23.

As relevant here, the management factor contained two subfactors, one of which was program management, which the RFP provided the agency would evaluate "the extent to which the proposed program management plan demonstrates an effective approach to program organization, schedule and subcontracts as well as effective communication with the [g]overnment." AR, Tab 13, RFP Section M at 3. The SOW set forth the requirement for the contractor to maintain a program management plan addressing, among other things, the following: "Subcontractor Management - Methods, controls, purchase/subcontracting system review and approval . . . and relationship management." AR, Tab 15, SOW at 18.

The CIA assigned an adjectival rating of "very good" to ATSCC under the management factor. AR, Tab 26, Management Evaluation Consensus Report at 3. The agency found, however, a minor weakness in ATSCC's discussion of subcontractor management within the firm's program management plan. *Id.* at 4. Specifically, the evaluators expressed confusion over how ATSCC planned to use the firm, [DELETED]. *Id.* Early in its technical proposal, ATSCC identified [DELETED] as a "subcontractor/teammate" for this proposal. AR, Tab 16, ATSCC Technical/Management Proposal at 8. The agency, however, found that, for [DELETED], ATSCC had not provided any of the elements of subcontractor management listed above, such as methods and controls. AR, Tab 26, Management Evaluation Consensus Report at 3.

ATSCC asserts that the agency's concern about the failure to address [DELETED] specifically in its program management plan was unreasonable because ATSCC's proposal included "a solid framework" that should be read to encompass subcontractor management and "specifies communication protocols, a cornerstone of relationship management" with subcontractors. Protest at 49. Our review of the record confirms, however that ATSCC does not specifically address [DELETED] within its program management plan, or even discuss subcontractor management, generally. See AR Tab 16, ATSCC Technical/Management Proposal at 16-19. Because ATSCC has not shown that the identified weakness is in anyway inconsistent with the contemporaneous record, or inconsistent with the stated basis for evaluation in the RFP, we find no merit to this allegation. *Erickson Helicopters, Inc.*, B-409903, B-409903.2, Sept. 5, 2014, 2014 CPD ¶ 288 at 6 (finding a protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper).

The protester contends also that it is "unclear what more the [a]gency was expecting" for the program management plan, and that the agency should have evaluated ATSCC more favorably because "[w]hile performing the incumbent contract, [ATSCC] has demonstrated an effective approach." Protest at 50. As discussed above, there is simply no requirement that an offeror be given extra credit for its status as an

incumbent, or that an agency assign or reserve the highest rating for the incumbent offeror. *CACI, Inc.*, *supra* at 9 n.8. Nor is an agency required (or permitted) to evaluate a management proposal based on incumbent performance. See *Earth Res. Tech. Inc.*, *supra* at 6; *Enterprise Sols. Realized, Inc.*; *Unissant, Inc.*, *supra* at 9. As such, we find little merit to these arguments.

Past Performance Evaluation

The protester next challenges the agency's evaluation of ATSCC's proposal under the past performance factor, asserting that the agency "failed to perform a reasonable, holistic evaluation of [ATSCC's] past performance," instead relying "mechanically and haphazardly based on the idiosyncratic evaluation provided" in the past performance questionnaire for the incumbent contract.¹⁴ Protest at 52-56. The agency defends its past performance evaluation as appropriately based on the past performance proposal and past performance questionnaire. MOL at 25-26.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the assessment is unreasonable or inconsistent with the solicitation criteria. *Onsite OHS, Inc.*, B-415987, B-415987.2, Apr. 27, 2018, 2018 CPD ¶ 164 at 4. Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the agency's evaluation criteria and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. *Jacobs Tech., Inc.*, B-413389, B-413389.2, Oct. 18, 2016, 2016 CPD ¶ 312 at 6. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. *Erickson Helicopters, Inc.*, *supra* at 6.

For past performance, offerors were required to identify (up to) three relevant contract efforts within the last five years, and "discuss problems encountered during contract performance and the approach taken to solve them." AR, Tab 12, RFP Section L at 11. Offerors were also required to identify a reference for the agency to contact to request a past performance questionnaire. *Id.* The RFP provided that the agency would evaluate recent, relevant past performance efforts for evidence of technical expertise, proactive

¹⁴ ATSCC also challenged the agency's evaluation of PGI's past performance and resulting assignment of a "high confidence" rating--superior to ATSCC's rating of "significant confidence." Protest at 51-52, 57. The CIA, in its agency report, addressed why the agency's evaluation of PGI's past performance was reasonable, factually supported, and in accordance with the RFP. COS at 26-27; MOL at 24-25. The protester, however, did not reply to the agency's substantive response or further pursue the protest issue in its comments to the agency report. Comments & Supp. Protest at 4 (limiting discussion of agency's past performance evaluation to ATSCC's evaluation). We therefore consider this argument to be abandoned and we do not consider it further. 4 C.F.R. § 21.3(i)(3); *WorldWide Language Res., Inc.*, B-418767.5, July 12, 2022, 2022 CPD ¶ 180 at 5 n.7.

program management, and successfully leveraged travel expertise. AR, Tab 13, RFP Section M at 3-4.

The evaluators found ATSCC's incumbent performance to be recent and relevant based on the information provided in ATSCC's proposal. AR, Tab 27, Past Performance Consensus Evaluation Report at 3-4. After reviewing the past performance questionnaire completed by the customer reference, the agency assigned ATSCC a rating of "significant confidence," with ATSCC garnering strengths under every evaluation subfactor. *Id.* at 5-10.

The protester contends that the agency's evaluation is unreasonable, generally arguing that the evaluation "is without any substantive explanation or analysis that provides a clear rationale" whenever the evaluators did not assess a strength, and relied on the past performance questionnaire, rather than ATSCC's narrative, to assess the quality of ATSCC's performance. Comments & Supp. Protest at 4.

As we have stated previously, an agency is not required to document "determinations of adequacy" or explain in the evaluation record why it did not assess a strength, weakness, or deficiency for a particular item. *Candor Sols., LLC, supra* at 7 n.7. The fact that there is not a detailed explanation in the contemporaneous record about, for example, why ATSCC did not receive strengths for "transition" or "corporate commitment" is neither remarkable nor a basis to sustain this protest. *Id.*; Comments & Supp. Protest at 4. In addition, the protester does not--and cannot--argue that the agency was not permitted to rely on the past performance questionnaire to assess the quality of the offeror's past performance under the terms of the RFP. Nor, for that matter, does the protester identify any major inconsistencies between its proposal narrative and the past performance questionnaire, or assert that the questionnaire is somehow inaccurate. The protester's arguments here do not provide us a basis to disturb the agency's evaluative judgment. That the protester simply disagrees with the agency's evaluation does not show, without more, the assessment was unsupported or relies on considerations or information not permitted by the solicitation. *Onsite OHS, Inc., supra* at 4.

ATSCC also complains that, given its performance as the incumbent contractor, the agency could not assign it any less than the highest past performance confidence rating. Protest at 56. We are not persuaded. While ATSCC may view that its incumbent performance provides unique, special advantages, we see no basis to substitute our judgment for the evaluators in this area, nor for that matter should the protester be given extra credit for its status as an incumbent. *CACI, Inc., supra*.

Best-Value

As a final matter, the protester argues that the agency's best-value tradeoff decision was improper because it was based on a flawed evaluation. Comments & Supp. Protest at 5-6. This allegation is derivative of the protester's challenges to the agency's evaluation of proposals, including the assessment of PGI's compliance with the

solicitation's proposal formatting requirements. As discussed above, we find no basis to object to the agency's evaluation of proposals. Accordingly, we dismiss this allegation because derivative allegations do not establish an independent basis of protest. *Merrill Aviation and Def.*, B-416837, B-416837.2, Dec. 11, 2018, 2018 CPD ¶ 421 at 10 (dismissing challenge to source selection decision as derivative of denied challenges to the agency's technical evaluation).

The protest is denied.

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