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## Decision

**Matter of:** Zantech IT Services, Inc.

**File:** B-422452; B-422452.2; B-422452.3

**Date:** June 26, 2024

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### DIGEST

1. Protest alleging that the agency miscalculated proposals and made an unreasonable source selection decision is denied where the record shows that the agency's evaluation was generally reasonable and consistent with the terms of the solicitation, and, to the extent there were any errors, such errors did not competitively prejudice the protester.

2. Protest that the agency applied an unstated evaluation criterion in evaluating corporate experience by considering the dollar value of corporate experience efforts is denied where the solicitation specifically required offerors to furnish the dollar value of each corporate experience effort and explained that the agency would evaluate examples for similarity to the current effort.

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### DECISION

Zantech IT Services, Inc., a small business of Tysons Corner, Virginia, protests the issuance of a task order to Credence Management Solutions, LLC, a small business of Vienna, Virginia, pursuant to request for proposals (RFP) W519TC-23-R-0070 under the Computer Hardware, Enterprise Software and Solutions (CHESS), Information Technology Enterprise Solutions-3 Services (ITES-3S) indefinite-delivery, indefinite-quantity (IDIQ) contract issued by the Department of the Army, Army Materiel

Command for technical and program support services for the Defense Integrated Business Systems (DIBS) portfolio.<sup>1</sup> The protester alleges that the agency erred in its evaluation of proposals in various ways.

We deny the protest.

## BACKGROUND

The agency issued the RFP on April 27, 2023, to all small business holders of the CHES ITES-3S IDIQ suite of contracts. MOL at 2. The underlying requirement consolidated the requirements of three existing contracts as well as adding some new tasks. *Id.* at 88-89. The protester is the incumbent prime contractor on one of the three consolidated requirements, and a major subcontractor on a second of the consolidated contracts. Protest at 12.

The RFP contemplated the issuance of a single task order with fixed-price, labor-hour, and cost-reimbursable contract line item numbers, and a 6-month base period with four 1-year options. MOL at 2-3. The RFP identified four evaluation factors: (1) security clearance requirement; (2) technical understanding/risks; (3) corporate experience; and (4) cost/price. Agency Report (AR), Tab 43, Conformed RFP at 26.<sup>2</sup> Factor 2 was divided into two subfactors: (1) technical capabilities and (2) management approach. *Id.*

The solicitation explained that the security clearance requirement would be evaluated on an acceptable/unacceptable basis, and then award would be made through a tradeoff among the other three factors. *Id.* at 26-27. The technical understanding/risks factor was the most important factor followed by the corporate experience factor, and the non-price factors, when combined, were significantly more important than cost/price. *Id.* Additionally, the solicitation explained that, within the technical understanding/risks factor, the management approach subfactor was more important than the technical capabilities subfactor. *Id.*

Relevant to this procurement, the solicitation explained that each corporate experience example would be evaluated for relevance and then assigned an adjectival rating.<sup>3</sup> AR, Tab 43, Conformed RFP at 32-33. Based on the individual ratings the agency would

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<sup>1</sup> The DIBS portfolio includes the management and development of various major automated information systems such as the Army Contract Writing System and the General Fund Enterprise Business System. Memorandum of Law (MOL) at 2.

<sup>2</sup> Because portions of the record consist of inconsistently paginated documents, all citations to the record refer to the Adobe PDF pagination rather than the internal pagination of the documents.

<sup>3</sup> Individual corporate experience efforts would receive a rating of very relevant, relevant, somewhat relevant, or not relevant. AR, Tab 43, Conformed RFP at 33.

assign an overall confidence rating to each offeror’s corporate experience.<sup>4</sup> *Id.* The solicitation explained that offerors could provide up to three references total, including one reference from a tier 1 subcontractor. *Id.* at 17. The solicitation also instructed offerors that corporate experience must be for work similar in scope and complexity to the work identified in the performance work statement (PWS), and that offerors should provide a rationale for why the offeror believes the experience is relevant to the PWS. *Id.* at 18. Of note, the RFP provided a mandatory form for submission of corporate experience that required offerors to include the dollar value of each reference. *Id.*; AR, Tab 22, Corporate Experience Form at 1. The solicitation also noted that the government reserved the right to use other sources of information concerning corporate experience, but the solicitation did not provide for an evaluation of past performance. AR, Tab 43, Conformed RFP at 18.

Following a series of amendments, the RFP closed on July 10, 2023, and the agency received three proposals, including proposals from the protester, the intervenor, and another offeror. MOL at 3. Subsequently, the agency rejected the other offeror’s proposal for lack of compliance with the terms of the RFP, leaving only the protester and intervenor in the competition. *Id.* at 11. The agency evaluated the protester and intervenor as follows:

	Zantech	Credence
<b>Security Clearance</b>	Acceptable	Acceptable
<b>Technical Understanding/Risk</b>	Acceptable	Good
Technical Capabilities	Acceptable	Good
Management Approach	Acceptable	Acceptable
<b>Corporate Experience</b>	Limited Confidence	Satisfactory Confidence
<b>Cost/Price</b>	\$89,035,469	\$104,893,244

AR, Tab 55, Task Order Decision Document (TODD) at 9.

Relevant to this protest, the agency identified 13 weaknesses and 3 strengths in Zantech’s technical capabilities proposal. *Id.* at 9-10. By contrast, the agency identified 5 strengths and 4 weaknesses in Credence’s technical capabilities proposal. *Id.* Similarly, the agency concluded that Zantech’s corporate experience demonstrated experience with 27 out of 34 PWS requirements, but Credence’s corporate experience

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<sup>4</sup> Corporate experience proposals would receive a rating of substantial confidence, satisfactory confidence, limited confidence, or unacceptable. AR, Tab 43, Conformed RFP at 33-34.

demonstrated experience with 33 out of 34 PWS requirements. *Id.* at 11. As a result of these findings the agency ultimately concluded that Credence’s proposal was worth paying a price premium, in part, because Credence’s proposal had superior technical quality and because the agency had greater confidence that Credence would be able to perform the requirement. *Id.* at 10-11. The source selection authority (SSA) also found two specific technical strengths represented key discriminators between the two proposals: Credence’s approach to network engineering and its plan to transition from a “waterfall” software development framework to an “agile” development framework. *Id.* The agency issued a task order to Credence on March 6, 2024. MOL at 17. The protester received a debriefing, and this protest followed.<sup>5</sup>

## DISCUSSION

Zantech alleges that the agency’s evaluation is flawed in almost every respect. For example, the protester challenges each of the 13 technical weaknesses assigned to its proposal, as well as contesting each of the seven elements of the PWS for which the agency concluded that the protester lacked corporate experience. Supp. Protest at 2-36. The protester also alleges it should have received eight additional strengths for unacknowledged technical and management related features of its proposal. Protest at 20-23. The protester further challenges the agency’s evaluation of the relevance of its corporate experience submissions and alleges that the agency applied unstated evaluation criteria with respect to corporate experience. Protest at 26-33; Comments and 2<sup>nd</sup> Supp. Protest at 2-8. Finally, the protester alleges that the agency disparately evaluated substantially identical proposal features as compared to Credence’s proposal. Comments and 2<sup>nd</sup> Supp. Protest at 15-21, 53-55. As reflected in the representative arguments addressed below, we find no basis on which to sustain the protest.<sup>6</sup>

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<sup>5</sup> Because the value of the task order is over \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority granted in title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

<sup>6</sup> The protester advances numerous additional arguments. While not all of the protester’s arguments are addressed in this decision, we have considered them all and conclude that none provide a basis to sustain this protest. For example, the protester contends that the fact that the agency’s technical evaluation of the awardee was unsigned, used a different form than the protester’s evaluation, and was dated more than a month after the protester’s evaluation represents evidence that the agency’s evaluation of the awardee was not finalized or was otherwise improper. Comments and 2<sup>nd</sup> Supp. Protest at 8-11. Subsequently, the agency acknowledged that it had inadvertently provided an unsigned version of the evaluation and provided a signed version. Supp. MOL at 5 (*citing* AR, Tab 73, Signed Version of Credence’s Technical Evaluation Report). Likewise, the agency reasonably explained that the differences in the dates of the evaluations stemmed from questions a reviewer raised based on Credence’s initial evaluation resulting in the preparation of a second revised evaluation. *Id.* Significantly, the revised evaluation for the awardee, while dated later than the

(continued...)

## Weaknesses and Lack of Corporate Experience

Zantech challenges the agency's assignment of thirteen weaknesses to its proposal as well as the agency's conclusion that its corporate experience submission failed to demonstrate experience with all PWS requirements. Supp. Protest at 2-36. The majority of these negative evaluation conclusions for both evaluation factors were predicated on a conclusion that the protester's proposal lacked detail about its prospective approach or otherwise did not address certain requirements. *Id.* The protester disputes those conclusions and alleges that the agency failed to consider its proposal as a whole while narrowly focusing on specific portions of its proposal and ignoring other responsive portions of its proposal. *Id.*

In response, the agency repeatedly notes that the protester's proposal, in both its technical and corporate experience volumes, included specific headers for various PWS provisions. MOL at 46-85; 101-121. However, the protester's proposal frequently failed to fully address the requirements of a given PWS provision in the section devoted to that PWS provision. *Id.* In general, the agency argues that it was not required to hunt through the protester's proposal for responsive information where the protester specifically called out certain sections as being responsive. *Id.* Alternatively, the agency argues that even considering the scattered proposal references advanced by the protester, the proposal nevertheless still fails to provide adequate detail of Zantech's proposed approach to performing the requirements.

Where an evaluation is challenged, our Office will not reevaluate proposals but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. *Lear Siegler Servs., Inc.*, B-280834, B-280834.2, Nov. 25, 1998, 98-2 CPD ¶ 136 at 7. Furthermore, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its proposal evaluated unfavorably where it fails to do so. *See International Med. Corps.*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7; *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6.

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protester's evaluation, was dated prior to the agency's award decision and was considered by the SSA in making the award decision. *See Id.* at 5-6. While the protester continues to argue that the differing dates and forms for the two evaluations is evidence of some kind of inadequate documentation or improper consideration, the protester has failed to provide a clear theory of what impropriety the protester is alleging, nor has the protester explained in what way the agency's actions represent a violation of procurement law or regulation. *See* Supp. Comments at 5. Accordingly, we dismiss this protest ground for failing to articulate a legally sufficient basis of protest. 4 C.F.R. § 21.1(f).

## Technical Weaknesses

In general, almost all of the weaknesses the agency assigned to Zantech's technical proposal stemmed from the same basic concern. See AR, Tab 55, TODD at 11. Specifically, the agency assigned weaknesses because Zantech's proposal failed to provide adequate detail about its proposed approach to various PWS categories, in many cases because its response was a description of its historical approach to performing related requirements without any discussion of how it would perform those requirements in the future on this contract. *Id.* The protester contends in response that there is nothing inappropriate about discussing its incumbent performance, and that the agency's evaluation myopically focused only on narrow sections of its proposal, ignoring other responsive material elsewhere in its proposal.<sup>7</sup> Supp. Protest at 2-30.

For example, the protester argues that the agency erred in assigning its proposal a weakness related to PWS section 3.2.1, System Engineering Support. *Id.* at 3-6. The agency assigned a weakness because the protester's proposal explained that the protester would assist in analyzing, designing, testing, and deploying software, but lacked sufficient details about how it would actually perform those tasks as required by PWS section 3.2.1(a). AR, Tab 50, Zantech Technical Evaluation Report at 5-6. Moreover, the agency concluded this aspect of the protester's proposal lacked detail

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<sup>7</sup> Relatedly, the protester objects that the agency is, in effect, overcounting what amounts to a single weakness. See Protest at 17-20. While, at a high-level of abstraction, the weaknesses all relate to a lack of detail and a failure to address the protester's prospective plans, each weakness relates to an entirely separate aspect of the protester's technical approach and a different section of the PWS. *Compare* AR, Tab 50, Zantech Technical Evaluation Report at 6 (explaining that a lack of detail about how the protester would meet information technology project cost and schedule management requirements of PWS section 3.2.7 merited a weakness as an insufficient management approach could pose cost and performance risks) *with Id.* at 7 (expressing concern that the protester failed to provide sufficient detail about how it would provide technical management support in response to PWS section 3.2.26). That is to say, each weakness is distinct even if they collectively stem from a lack of detail in the protester's proposal. Accordingly, we see no basis to conclude that, simply because the agency had conceptually similar concerns about multiple different aspects of the protester's technical approach that this constitutes improper overcounting of a single weakness. Furthermore, as discussed herein, Credence's proposal was similarly assigned multiple weaknesses for failing to provide adequate detail for distinct PWS sections; therefore, to the extent that the agency's evaluation was consistent and even-handed for both offerors, we find no reason to sustain the protest on this basis.

concerning its proposed solution for a system engineering management plan, architectural views,<sup>8</sup> and “as-is” and “to-be” diagrams.<sup>9</sup> *Id.*

The protester objects arguing that its proposal specifically addressed each of those areas. Supp. Protest at 3-6. Moreover, the protester contends that the agency’s focus on language suggesting that the protester would “assist” the agency in activities rather than “performing” them amounts to a semantic distinction without a substantive difference. *Id.* Additionally, the protester points to other sections of its proposal that also purportedly address these requirements. *Id.*

We cannot conclude that the agency erred in concluding the protester’s proposal lacked adequate detail in this regard. First, PWS section 3.2.1(a) requires offerors to “perform tasks to analyze, design, test, deploy and assist with management of complex systems.” AR, Tab 35, PWS at 9. That is, the provision requires an offeror to perform certain tasks (*e.g.*, “analyze, design, test, deploy”) and assist with others (“management of complex systems”). Similarly, the other subsequent tasks under PWS section 3.2.1 also require either performance or assistance with various tasks. *Id.* at 9-10. Given that the PWS specifies different roles for different tasks, it was reasonable for the agency to note that the protester’s proposal lacked detail in distinguishing between the tasks that it would perform and the tasks it would merely assist with performing. AR, Tab 50, Zantech Technical Evaluation Report at 5-6. Put another way, the agency was concerned that there was an apparent disconnect between the protester’s understanding of the requirements and the actual PWS requirements. See, *e.g.*, AR, Tab 47, Zantech Factor 2 Volume at 21-22.

Similarly, while the relevant section of the protester’s proposal briefly mentioned the system engineering management plan, it did not include detailed information about how it would support the agency in ensuring compliance with that plan as required by PWS section 3.2.1(d). *Id.* Moreover, the relevant section of the protester’s proposal lacks any substantive discussion of architectural views, and “as-is” and “to-be” diagrams. *Id.* Accordingly, we cannot conclude the agency erred in assigning this weakness.

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<sup>8</sup> Of note, the technical evaluation report refers to “architectural reviews” rather than “architectural views,” and the protester contends this represents the application of an unstated evaluation criterion because the PWS does not discuss “architectural reviews.” Supp. Protest at 6. However, the relevant PWS section does refer to “architectural views,” and the agency represents that this was simply a typographical error in the evaluation, and that the evaluators intended to refer to the “architectural views” required by the PWS. MOL at 51 (*citing* AR, Tab 35, PWS at 10). Given the context and the language of the PWS, we find the agency’s representation that the technical evaluation report included a typographical error to be more credible than the protester’s suggestion that the agency applied an unstated evaluation criterion.

<sup>9</sup> These diagrams are visual representations showing the current and desired state of complex systems for use in strategic communications or for publication. AR, Tab 35, PWS at 9-10.

Notwithstanding the lack of detail in the section of its proposal that it marked as relevant to this PWS section, the protester contends that the agency's evaluation was nevertheless flawed because the agency failed to consider other portions of the proposal that purportedly addressed the architectural views and "as-is" and "to-be" diagrams required by PWS section 3.2.1. Supp. Protest at 3-6. The protester notes that there was no solicitation requirement to place all responsive material for a given PWS section in a single marked location in its proposal. *Id.* Moreover, the protester contends that our decisions have concluded that agencies are required to consider proposals as a whole and may not simply cherry pick selected portions of those proposals. *Id.* (citing *Best Value Tech., Inc.--Costs*, B-412624.3, Feb. 6, 2017, 2017 CPD ¶ 50 at 4-5).

While the protester is correct that there was no solicitation requirement to mark the various sections of its proposal with specific PWS sections, the protester nonetheless elected to do so. The agency followed the protester's proposed mapping, but, as discussed above, the section marked by the protester as responsive to PWS section 3.2.1 did not address all of the PWS section's requirements. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. See *International Med. Corps., supra*; *STG, Inc., supra*.

While the protester relies on our decision in *Best Value* for the proposition that an agency must consider a protester's proposal as a whole, that decision is not apposite. See *Best Value Tech., Inc.--Costs, supra* at 4-5. The protester is correct that in *Best Value* we concluded that an agency was unreasonable for considering only an isolated proposal paragraph rather than the proposal as a whole, but there are three key factual differences between *Best Value* and the instant case. *Id.* First, there is no indication in *Best Value* that the protester in that decision labelled the sections of its proposal, indicating to the evaluators that specific paragraphs of its proposal responded to specific PWS sections in the way that Zantech did in this case. Second, in *Best Value* the agency failed to substantively respond to the protester's arguments and we concluded that the agency effectively conceded the issue, which is similarly not the case here. *Id.* Accordingly, where a protester has, as in this case, specifically directed the agency to look at certain sections of its proposal for certain PWS requirements, it is not at all clear that the agency was required to go on a scavenger hunt throughout the rest of the proposal to find information that the protester, in effect, incorrectly labelled.

Third, and most importantly, even assuming for the sake of argument that the protester is correct that the agency was required to look through the rest of its proposal for stray responsive information, we still see no basis to sustain this protest ground because the additional portions of the protester's proposal do not describe a clear or detailed approach to either development of architectural views or the preparation of "as-is" or "to-be" diagrams as required by PWS section 3.2.1. For example, while the protester's response to PWS section 3.2.17 mentions "as-is" and "to-be" diagrams as information



sources in its approach to meeting the requirements of PWS section 3.2.17, it does not discuss the protester's approach to helping prepare them as required by PWS section 3.2.1(h). See, e.g., AR, Tab 47, Zantech Factor 2 Volume at 49-50. Likewise, while the section of the protester's proposal responsive to PWS section 3.2.10 discusses performing business system architectural reviews as required under PWS section 3.2.10, it does not describe the protester's approach to development of the architectural views required by PWS section 3.2.1(g), which is a distinct requirement. *Id.* at 20-21. In short, the issue is not simply that the protester scattered allegedly responsive material throughout its proposal--although that certainly complicated the agency's evaluation--but rather that, even reading all the disparate sections together as the protester suggests, the provisions identified by the protester still do not fully address the requirements the agency identified as lacking detail.

As an additional example, the agency assigned the protester's proposal a weakness for failing to provide adequate detail concerning its approach to PWS section 3.2.26, Technical Management Support. AR, Tab 50, Zantech Technical Evaluation Report at 7. The agency concluded that the protester's response to this PWS section seemed overwhelmingly focused on how it has historically performed similar requirements under the incumbent effort but did not provide a detailed explanation of how it would prospectively meet the requirements of the PWS. *Id.* Specifically, the agency concluded that the protester failed to adequately explain how it would provide recommendations about technical approaches and integrate services with respect to technology enhancements, requirements maturation, and overall program management planning and control efforts as required by PWS section 3.2.26(b) and (c). *Id.*

In response, the protester advances multiple arguments. First, the protester argues that its discussion of its historical performance of the requirements is appropriate, as the solicitation expressed a preference for "proven technical approaches." Supp. Protest at 15-17. Second, the protester again argues that its proposal actually addressed these issues in other portions of its proposal. *Id.* Finally, the protester contends that the agency also assigned its proposal a strength related to PWS section 3.2.26 alongside the weakness, which further demonstrates the unreasonableness of the agency's evaluation. Comments and 2<sup>nd</sup> Supp. Protest at 28-29.

While the protester is correct that the solicitation expresses a preference for proven approaches, that is effectively beside the point. The relevant section of the protester's proposal does not propose to apply a proven approach to achieve the requirements of the PWS in the future; instead, the proposal section discusses the protester's previous activities related to the PWS requirements and narrates specific historical events the protester views as successful performance of similar requirements. See AR, Tab 47, Zantech Factor 2 Volume at 58-60. For example, the protester points to the following language in its proposal as responsive to the PWS requirements:

Team Zantech has more agile-trained members than any other [program manager] DIBS vendor. Those skills are put to use daily. Our [Army Contract Writing System (ACWS)] Agile Coach has become the leading voice for shaping

the agile development process of [contracting information technology]. Ms. [DELETED] has been instrumental during [minimum viable product] development in educating and guiding the entire ACWS staff, the [system integrator], and the cloud host. Her support for user story generation, allocation, verification, and validation, is available to the entire DIBS portfolio, as needed.

*Id.* at 59-60.

While this narrative provides context about the protester's staffing and historical experience in performing these requirements, it was not offered in the management plan or corporate experience sections of the protester's proposal, but rather as the protester's explanation of its technical approach. Moreover, it is not at all clear how this rebuts the agency's conclusion that the protester's proposal lacked detail about its process to provide recommendations about technical approaches and integrate services with respect to technology enhancements, requirements maturation, and overall program management planning and control efforts. In this regard, we have routinely rejected arguments that an agency is required to recognize an offeror's incumbency as providing an adequate substitute for including required information in its proposal; an offeror must submit a proposal that is adequately written and affirmatively states its merits. *See, e.g., ASPEC Eng'g*, B-406423, May 22, 2012, 2012 CPD ¶ 176 at 3 n.5; *Centro Mgmt., Inc.*, B-286935, B-286935.2, Feb. 26, 2001, 2001 CPD ¶ 41 at 2 n.1. In short, we cannot conclude that the agency erred in finding that the section of the protester's proposal responding to PWS section 3.2.26 fails to adequately address the protester's actual prospective approach to the PWS requirements.

The protester's second argument fails for similar reasons discussed above; it is not clear the agency was required to search for additional responsive information, but even if it were required to do so, the additional portions of the protester's proposal are not responsive. For example, the protester identifies a portion of its narrative responding to PWS section 3.2.25, Solution Implementation, as being responsive to the agency's concerns about PWS section 3.2.26. *Supp. Protest* at 16; *see also AR*, Tab 47, *Zantech Factor 2 Volume* at 54-55. However, the language the protester points to is narrowly tailored to the project implementation requirements of PWS section 3.2.25, and does not adequately address the distinct requirements of PWS section 3.2.26, which relate to broader program management concerns.

Finally, concerning the protester's last argument concerning PWS section 3.2.26, the protester is correct that its proposal received a strength for its approach to PWS section 3.2.26. However, that strength was related to an entirely distinct aspect of its approach. Specifically, the agency assigned a strength because the protester's response demonstrated a comprehensive understanding of the agency's "Zero Trust" cybersecurity initiative and the protester's approach to helping the agency implement various goals related to that initiative. *AR*, Tab 50, *Zantech Technical Evaluation Report* at 5. There is no contradiction in concluding that the protester's specific focus on implementing Zero Trust represented a strength, while also concluding that the

protester's vagueness about its prospective approach to providing recommendations about technical approaches and integration of services represented a weakness.

As reflected in the two examples above, the majority of the agency's evaluation findings were reasonable and consistent with the terms of the solicitation. In one instance, however, we agree with the protester that the agency's evaluation was flawed. Specifically, the agency assigned a weakness to Zantech's proposal for failing to provide adequate detail in response to PWS section 3.2.24, Executive Summary/Draft Decision Paper and Research/White Paper. *Id.* at 6. The evaluators did not identify specific portions of PWS section 3.2.24 that were not addressed, but rather suggested that Zantech's proposal only provided a history of how it addressed similar requirements in the past. *Id.* The agency went on to note that the protester provided details "written in the past tense and the government is left to infer that this would be the same approach for the new requirements of PWS § 3.2.24." *Id.* The evaluators cited the following language as an example of this concern:

Team Zantech offers DIBS and its Product Office leadership several layers of written communication expertise for the formulation of weekly Executive Summaries and draft Decision/White Papers. Our written products start with our [subject matter experts], who record or develop the content, and are routed through our leads within each DIBS office, who ensure an effective message is being delivered prior to submission. When necessary, we leverage our corporate reach-back support, which offers strategic perspectives and careful proof-reads to help polish the finished professional deliverable [in accordance with contract data requirements list] A014, "Ad Hoc Reports, Presentations, Graphics, Whitepapers and Executive Summaries."

AR, Tab 47, Zantech Factor 2 Volume at 44-45.

In response, the protester correctly notes that this aspect of its proposal does not narrate any details of its approach in the past tense as the agency erroneously concluded. Supp. Protest at 8-10. Instead, the proposal language simply describes the protester's prospective approach to meeting the PWS requirements in the present tense rather than the future tense. *Id.* Moreover, the protester again argues that other portions of its proposal also reinforce and amplify its response to PWS section 3.2.24. *Id.*

In this case, we agree with the protester that it was not reasonable for the agency to conclude that this language represented solely a historical approach rather than a prospective one. The protester is correct that its proposal does not provide details written in the past tense as the agency suggests. Furthermore, the record is devoid of any explanation of what details the agency otherwise found lacking, and the protester's proposal clearly outlines the protester's approach to drafting and developing the kinds of written products contemplated by PWS section 3.2.24. AR, Tab 47, Zantech Factor 2

Volume at 44-45. Accordingly, we conclude that the agency erred in assigning a weakness for the reasons described in the technical report.

However, competitive prejudice is an essential element of a viable protest; when the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the agency's evaluation of proposals are found. *Up-Side Mgmt. Co.*, B-417440, B-417440.2, July 8, 2019, 2019 CPD ¶ 249 at 7. In this case, this weakness is one of 13 technical weaknesses assigned to the protester's proposal, and even were it eliminated from the evaluation, the protester's proposal would still have 12 technical weaknesses as compared to the awardee's 5 technical weaknesses. See *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.3 (finding no competitive prejudice where the presence of several remaining weaknesses would still support the agency's ultimate evaluation determinations). Moreover, this weakness was not identified as a key distinction between the two proposals in the agency's best-value tradeoff. Accordingly, there is no basis to conclude that the elimination of this single evaluation error would alter the protester's competitive standing, and therefore we cannot conclude that the protester was competitively prejudiced by this error.

#### Lack of Corporate Experience for Certain PWS Sections

The protester also challenges the agency's conclusion that its corporate experience proposal failed to demonstrate experience with seven PWS sections. Supp. Protest at 30-36. Of note, the protester's corporate experience proposal included a list that identified, for each effort, the PWS sections for which that reference ostensibly demonstrated relevant experience. See, e.g., AR, Tab 46, Zantech Corporate Experience Volume at 4. Moreover, the corporate experience narratives also included paragraph markers indicating the portions of the narrative that explained in detail how the protester's efforts demonstrated experience with various PWS requirements. *Id.*

However, there were several PWS sections, such as PWS section 3.2.12, Independent Assessments and Studies,<sup>10</sup> that were not mentioned in the corporate experience volume at all, either in the overall lists or in the detailed narratives. *Id.* at 4-11. Additionally, in the narrative sections, there were mismatches between the PWS sections included in the list and the PWS sections discussed in the accompanying narrative. *Id.* For example, in corporate experience example 1, the protester included a list claiming the reference showed experience with, among others, PWS sections 3.2.4,

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<sup>10</sup> Section 3.2.12 of the PWS requires the successful contractor to provide independent assessments and studies in support of program management office requirements, by, among other things, developing emerging requirements, ensuring compliance with agency guidance, and conduct research and analysis. AR, Tab 35, PWS at 17

Network Engineering,<sup>11</sup> and 3.2.5, UNIX Engineering.<sup>12</sup> *Id.* However, while the supporting narrative included a header and text describing the protester's experience performing tasks similar to those described in PWS section 3.2.4, it included no header or narrative explaining how the effort demonstrated experience related to PWS section 3.2.5. *Id.* at 4-5.

The protester argues that, in general, its proposal clearly identified which PWS sections were addressed by each effort by including a list of relevant sections, and that, where its proposal failed to mention PWS sections or failed to identify responsive narrative, the agency impermissibly ignored responsive material for certain PWS sections simply because it was not specifically called out. Supp. Protest at 30-36. For example, the protester argues that it included information describing its experience with PWS section 3.2.12 scattered across paragraphs describing experience with ten different PWS sections. See Supp. Protest at 32-33; MOL at 109-112.

We do not agree with the protester that its proposal clearly demonstrated experience with PWS section 3.2.12, which, as discussed above, was not mentioned in its corporate experience submission. The solicitation specifically required offerors to provide a rationale for why the offeror believes their experience is relevant to the PWS, which the protester did not do with respect to this PWS section. AR, Tab 43, Conformed RFP at 33. Furthermore, as discussed above, it is not clear that the agency was required to sift through the protester's proposal for potentially responsive material where the protester's proposal was, at best, incorrectly labelled.

More significantly, it is not clear that the additional material actually addresses the requirements of PWS section 3.2.12. While Zantech identifies several areas it believes were responsive, the language in question is typically either clearly unrelated to the requirements of PWS section 3.2.12 or is so general that it lacks the necessary detail to connect it to the specific tasks that were part of this requirement. Additionally, in its protest Zantech frequently cites the same high-level summary language in connection with numerous PWS requirements. For example, while Zantech's proposal noted that it has experience with "budget planning, analysis and execution support," it strains credulity that the agency should have read that very general statement of experience, offered by Zantech in support of its experience with PWS section 3.2.7, as also directly

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<sup>11</sup> Section 3.2.4 of the PWS requires the successful contractor to, among other things, provide comprehensive network engineering support for the architecture, design, and implementation of network requirements, perform protocol and network analysis, and maintain documentation related to ports, protocols, and services. AR, Tab 35, PWS at 11.

<sup>12</sup> Section 3.2.5 of the PWS requires the successful contractor to, among other things provide comprehensive UNIX engineering support to include managing and resolving requests for storage allocations, user management, providing information to the role base access control team, and providing general oversight of the agency's backup environments for various data centers. AR, Tab 35, PWS at 11.

supporting three other PWS sections, including PWS section 3.2.12, which are not mentioned in connection with that language in the protester's corporate experience submission. See Supp. Protest at 32-33. In short, we see no reason to conclude that the agency erred in concluding that Zantech's corporate experience proposal failed to show experience with PWS section 3.2.12 where the protester's proposal neither claimed to show experience with that PWS section, nor clearly demonstrated experience in a different way.

As an additional example, Zantech claims its proposal demonstrated experience with PWS section 3.2.5, UNIX Engineering. In this case, ZanTech's corporate experience proposal lists PWS section 3.2.5 as a section for which its first corporate experience effort demonstrated experience. AR, Tab 46, Zantech Corporate Experience Volume at 4. However, Zantech's corporate experience narrative for that effort does not include a narrative section keyed to PWS section 3.2.5 and does not discuss UNIX engineering. *Id.* at 4-5. Moreover, while Zantech cites examples of other places in its narratives that purportedly support its experience with this PWS requirement, the language Zantech identifies generally describes high-level networking experience that lack any clear indicia linking them to UNIX engineering or to several of the specific requirements of PWS section 3.2.5. Supp. Protest at 31-32. In short, even considering the scattered information that Zantech claims is responsive, Zantech's proposal did not clearly address the PWS requirements for which the agency concluded Zantech's proposal failed to demonstrate experience.

#### Unacknowledged Strengths

Next the protester contends that the agency erred by failing to assign strengths for numerous features of its technical capabilities and management approach proposals. Protest at 20-23. For example, the protester contends that both its proposed approach to planning the implementation of a continuous integration/continuous delivery pipeline and its proposal of highly qualified incumbent staff as key personnel each merited the assignment of an additional strength. *Id.*

In response the agency argues that the features the protester believes merited strengths did not represent particularly advantageous features of its proposal. MOL at 29-37. For example, the agency argues that it viewed the protester's proposal of a continuous integration/continuous delivery pipeline as simply meeting the requirements of the solicitation, and notes that the proposal did not provide many specifics about the protester's approach to implementing such a pipeline. *Id.* at 30. Similarly, the agency contends that it did not view the proposed key personnel as representing a distinct strength, because while the staff in question clearly have the necessary credentials and qualifications to successfully perform the requirements, the agency did not view those credentials and qualifications as presenting an added benefit to the government. *Id.* at 37.

In response, the protester contends that the agency's arguments on this point are unreasonable, inconsistent with the contemporaneous evaluation, and also amount to

impermissible *post hoc* rationalizations. Comments and Supp. Protest at 37-40. We do not agree.

An agency is not required to document all “determinations of adequacy” or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Allied Tech. Group, Inc.*, B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74 at 13. Additionally, in reviewing an agency’s evaluation, we do not limit our consideration to contemporaneously documented evidence, but instead consider all the information provided, including the parties’ arguments, explanations, and any hearing testimony. *The S.M. Stoller Corp.*, B-400937 *et al.*, Mar. 25, 2009, 2009 CPD ¶ 193 at 13. While we generally give little or no weight to reevaluations and judgments prepared in the heat of the adversarial process, *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15, 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 rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 12. Significantly, we have specifically concluded that an agency’s reliance on a post-protest declaration from technical evaluators is reasonable when the protester argues that the agency should have assessed additional strengths precisely because agencies are not required to document all “determinations of adequacy.” See, e.g., *Cognosante MVH, LLC*, B-418986 *et. al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 8.

Accordingly, the agency was not required to contemporaneously document its rationale for not assigning strengths to the protester’s proposal, and there is nothing inherently improper about the agency offering a detailed post-protest statement of the views of the technical evaluators. Moreover, we find the agency’s post-protest explanations to be reasonable and not inconsistent with the contemporaneous record in the ways the protester alleges.

For example, the protester argues that the agency’s contemporaneous evaluation acknowledges that Zantech’s approach to continuous integration/continuous development would “[p]rovid[e] the Government with solutions and efficiencies to support software delivery timely and build in infrastructure as code to support system security.” Comments and 2<sup>nd</sup> Supp. Protest at 33 (*citing* AR, Tab 50, Zantech Technical Evaluation Report at 12). The protester contends this is inconsistent with the agency’s subsequent argument that the protester’s approach merely met the requirements of the PWS.

The protester, however, has selectively quoted the agency’s evaluation in a misleading manner. The contemporaneous evaluation mentions Zantech’s approach to continuous integration/continuous deployment, but then goes on to say “[p]roviding the Government with solutions and efficiencies to support software delivery timely and build in infrastructure as code to support system security *meets the PWS requirements.*” AR, Tab 50, Zantech Technical Evaluation Report at 12 (emphasis added). That is to say,

the agency contemporaneously explained that this aspect of the protester's proposal merely met the solicitation requirements of the PWS, which is entirely consistent with its post-protest explanation.

Similarly, the protester argues that the contemporaneous record shows that the evaluators concluded that the protester's key personnel "are stacked with the necessary credentials and certifications required to make the risks and delivery of the contract vehicle successful." *Id.* However, again, the protester omits important context. The next sentence of the evaluation noted that the technical evaluation team determined that Zantech's "proposal met the requirements" of the management approach subfactor, and "did not demonstrate any significant strengths, strengths, weaknesses, significant weaknesses, or deficiencies." *Id.* That is to say, while the agency clearly felt the protester's key personnel fully met the requirements of the solicitation, the agency also contemporaneously concluded that they did not represent an added benefit to the agency.

In sum, the protester's arguments disagreeing with the agency's judgment that the features identified in Zantech's protest did not significantly exceed the requirements of the RFP, and thus did not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that we will not disturb where Zantech has failed to demonstrate that the evaluation was unreasonable. *Metropolitan Life Ins. Co.*, B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 13. Accordingly, we cannot conclude that the agency's explanations for why the protester did not receive additional strengths are unreasonable or inconsistent with the contemporaneous record, and therefore find no reason to sustain these protest grounds.

#### Corporate Experience Relevance

Next, the protester alleges that the agency applied an unstated evaluation criterion when assessing corporate experience by considering the contract dollar value of corporate experience efforts. Protest at 26-33; Comments and 2<sup>nd</sup> Supp. Protest at 2-8. The protester notes that the solicitation instructed offerors that corporate experience must be for work similar in scope and complexity to the work identified in the PWS. *Id.* However, the protester argues the agency did not simply evaluate scope and complexity, but also considered contract size or magnitude as part of the corporate experience evaluation, which was inconsistent with the terms of the solicitation. *Id.*

In the alternative, the protester contends that, even if the agency were permitted to consider contract size, the agency unreasonably chose to use \$47 million per year as its point of comparison for relevance. *Id.* The protester argues that this was unreasonable because the RFP was set aside for small businesses and the relevant size standard for this requirement is \$34 million, which means that no eligible small business could meet the \$47 million per year relevance requirement imposed by the agency. *Id.* Moreover, the protester argues that the value of the three contract requirements consolidated into this requirement would be less than \$25 million per year, so the agency's choice to use \$47 million is nearly double the average value of the prior efforts and therefore was not



reasonably foreseeable to offerors. Protest at 26-33; Comments and 2<sup>nd</sup> Supp. Protest at 2-8.

In response the agency notes that the solicitation explained that the agency would assess corporate experience references for similarity to the current requirement, and that several GAO decisions have previously concluded that the dollar value of a requirement may be considered by an agency even when not specifically enumerated in the solicitation criteria. Supp. MOL at 4 (*citing*, among other decisions, *Insect Shield Mfg., LLC.*, B-408067.3, Aug. 8, 2013, 2013 CPD ¶ 235 at 3-4 and *ITT Electronic Systems Radar, Reconnaissance & Acoustic Systems*, B-405608, Dec. 5, 2011, 2012 CPD ¶ 7). In the alternative, the agency argues that the dollar value of a prior effort can be considered as reasonably encompassed in the consideration of complexity, which the solicitation advised offerors would be evaluated. MOL at 88-93; Supp. MOL at 2-3. Finally, the agency notes that it selected \$47 million per year as a comparison point because it was the estimated value of the current task order divided by the period of performance of the task order. *Id.*

Where a protester challenges an evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. In that regard, procuring agencies are not required to identify every area that may be taken into account; rather, it is sufficient that the areas considered in the evaluation be reasonably related to or encompassed by the stated criteria. *Id.*

Ultimately, while the protester is correct that the solicitation did not expressly indicate that the size or magnitude of corporate experience efforts would be considered, several of our decisions have concluded that where, as here, a solicitation specifically requires that offerors submit the dollar values of prior efforts, and the solicitation explains that the efforts will be evaluated for similarity to the current requirement, it is not irrational or inappropriate for the agency to consider the dollar value of prior efforts. See *Insect Shield Mfg., LLC.*, *supra* at 3-4 (denying protest that agency improperly considered size of prior contracts where the solicitation asked offerors to identify relevant prior contracts and specifically requested the dollar value for those prior contracts); *ITT Electronic Systems Radar, Reconnaissance & Acoustic Systems*, *supra* at 12-13 (same, where the solicitation advised offerors that agency would consider similarity and complexity of prior contracts and also required offerors to provide dollar values for contracts submitted).<sup>13</sup>

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<sup>13</sup> We note that the protester objects that the decisions relied on by the agency in this case relate to past performance evaluations rather than corporate experience evaluations. Our decisions have, in some circumstances, concluded that past performance and corporate experience involve sufficiently different evaluations that the reasoning of our decisions addressing one do not apply to the other. For example, because past performance evaluations can involve an agency official's assessment of how well an offeror performed past requirements, we have concluded that sometimes past performance information not included in an offeror's proposal, but known to agency  
(continued...)

Put another way, by asking offerors to include the dollar value of the references, the agency put offerors on notice that it intended to make use of that information in its corporate experience evaluation. See *Id.* Accordingly, we cannot conclude that the agency's evaluation applied an unstated evaluation criterion solely because it considered the dollar value of the prior efforts.

Likewise, we see no basis to question the agency's decision to use the estimated contract value in assessing corporate experience relevance. While the agency does not contest the protester's claim that the estimated value exceeds the small business size standard, the estimated value of the contract remains a reasonable consideration of the relevance of corporate experience efforts to the contract.<sup>14</sup> See *Chenega Fed. Sys., LLC.*, B-417037.2, Sept. 6, 2019, 2019 CPD ¶ 314 at 7-8. In essence, if the contract's estimated dollar value is not a reasonable reference point for comparison, it is unclear what alternative value would be more reasonable.

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officials, is "too close at hand" to ignore. But, we have specifically declined to extend that principle to an agency's evaluation of an offeror's technical proposal or corporate experience. See *Earth Res. Tech. Inc.*, B-416415, Aug. 31, 2018, 2018 CPD ¶ 312; *Enterprise Solutions Realized, Inc.*; *Unissant, Inc.*, B-409642, B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 9-10. In this regard, an offeror's technical or corporate experience evaluation is dependent on the information furnished, rather than the agency's failure to consider information arguably in the agency's possession regarding the assessment. *Beretta USA Corp.*, B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 9.

By contrast, the decisions the agency cites here relate to the assessment of relevance of prior contracts and whether the dollar value of those efforts are appropriate to consider where the solicitation did not expressly enumerate dollar value as a consideration. We view the considerations in those decisions as sufficiently similar to the ones present here that we see no reason to conclude that the reasoning in those decisions would not apply with equal force to corporate experience.

<sup>14</sup> In its second supplemental protest the protester raised, for the first time, arguments that the \$47 million size criterion was, in effect, unduly restrictive of competition, or represented a latent ambiguity. Comments and 2<sup>nd</sup> Supp. Protest at 2-8. These arguments represented novel legal theories based on facts that the protester knew when it filed its original protest. See, e.g., Protest at 33 n.4 (articulating that the protester was aware of the disconnect between the \$47 million corporate experience figure applied by the agency and the size standard, but not raising an argument that the solicitation was unduly restrictive of competition or ambiguous on that basis at that time). Because the protester knew the necessary facts to make those arguments in its original protest but did not advance these legal theories at that time, they represent untimely piecemeal presentation of arguments. See *FR Countermeasures, Inc.*, B-295375, Feb. 10, 2005, 2005 CPD ¶ 52 at 9. Accordingly, these alternative protest arguments are dismissed as untimely.

While the protester offers an alternative suggested value based on summing the three consolidated contracts, the protester ignores that additional tasks beyond the three incumbent contracts were also consolidated into the requirement accounting for the difference in size. See MOL at 88-89. We also note that the solicitation permitted offerors to submit subcontractor corporate experience, so a small business offeror was not necessarily precluded from submitting a corporate experience effort that met the size criterion. Indeed, Credence, the awardee, submitted a reference from a subcontractor meeting the size criterion.<sup>15</sup>

Finally, we note that, even if the agency erred in considering the dollar value of corporate experience efforts, the agency's source selection decision did not turn on the agency's consideration of the dollar value of previous efforts. Specifically, the SSA concluded that:

[B]ecause both Offeror[s] received concerns regarding this aspect of Corporate Experience, I don't consider the low dollar value of each Offeror's contract references to be a discriminating feature for the purposes of this best value analysis. Rather, what is distinguishing between the Offerors is Credence's experience with more PWS requirements than Zantech, which is key to my finding that Credence's experience in terms of scope is a particular benefit worth a price premium.

AR, Tab 55, TODD at 11.

So even if we were to agree with the protester that the agency erred in its consideration of the size of corporate experience references, the agency expressly discounted this aspect of the evaluation, and did not view it as a meaningful distinction between the offerors. For that reason, it is apparent that the protester was not competitively prejudiced by this alleged error in any case. See *Up-Side Mgmt. Co.*, *supra*.

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<sup>15</sup> Relatedly, the protester also argues that the agency's evaluation demonstrated an impermissible and unstated preference for small businesses subcontracting with a large business. See, e.g., Comments and 2<sup>nd</sup> Supp. Protest at 46. While the practical effect of using the estimated contract value as a point of comparison may ultimately benefit offerors who proposed a large business as a subcontractor, any objective evaluation criterion will work to the benefit of some offerors and to the detriment of others. See *Second Street Holdings, LLC*, B-417006, Jan. 17, 2019, 2019 CPD ¶ 63 at 9 (concluding that the fact that an offeror may have an advantage based on its ability to more readily meet the government's needs, as compared to another offeror, does not mean the solicitation terms are inappropriate). For the reasons discussed above, we cannot conclude that the agency was unreasonable in using the estimated contract value as a point of comparison.

## Disparate Treatment

The protester also contends that the agency impermissibly evaluated substantially identical features of the protester's and awardee's proposals differently. Comments and 2<sup>nd</sup> Supp. Protest at 15-21, 42. For example, the protester notes that the SSA identified two technical features of Credence's proposal that were especially noteworthy and merited paying a price premium: (1) Credence's comprehensive methodology for a technical configuration management library; and (2) Credence's proposed method of transitioning from a waterfall software development framework<sup>16</sup> to an agile software development framework.<sup>17</sup> *Id.* However, the protester contends that its proposal also included both of those features, such that they did not represent meaningful distinguishers between the two proposals. *Id.* Similarly, the protester contends that the agency identified similar technical weaknesses in both proposals, but irrationally concluded that Credence's proposal posed less technical risk than Zantech's proposal. *Id.*

A contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Deloitte Consulting, et al.*, B-421801.2, *et al.*, Jan. 30, 2024, 2024 CPD ¶ 41 at 5. However, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its quotation or proposal for deficiencies--or unreasonably failed to credit its quotation or proposal for strengths--that were substantively indistinguishable from, or nearly identical to, those contained in other quotations or proposals. See *Office Design Group v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020); *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5. The protester's allegations do not meet that standard.

For example, while the protester argues that it also proposed to lead a transition from waterfall to agile development, the protester ignores that the two offerors proposed entirely different approaches to that transition. Comments and 2<sup>nd</sup> Supp. Protest at 15-21. Specifically, Credence proposed a detailed multi-step plan for the transition, while the protester's proposal primarily discusses prior efforts to help the agency transition from waterfall to agile. See *Id.* While the protester's proposal includes a handful of notes about how it intended to prospectively assist in the transition to agile development, there was nothing analogous to Credence's detailed multi-step plan for

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<sup>16</sup> Waterfall software development refers to an approach to software development in which the develop of requirements, design, development, and testing are all performed in sequential phases, flowing from one step to the next. See GAO-24-105506, *GAO Agile Assessment Guide: Best Practices for Adoption and Implementation* (Dec. 15, 2023) at 8-9.

<sup>17</sup> Agile software development refers to an approach to software development that is iterative and incremental and emphasizes early and continuous software testing and delivery. See GAO-24-105506, *GAO Agile Assessment Guide: Best Practices for Adoption and Implementation* (Dec. 15, 2023) at 2, 8-9.

leading the transition, which was precisely the feature of Credence's proposal that the agency found to be a distinguisher. See AR, Tab 55, TODD at 10 (noting that "Credence's outstanding leadership services and multi-step approach for transitioning to Agile would be a particular benefit."). Here, the agency did not evaluate similar proposal features disparately in the way the protester suggests.

Similarly, the protester argues that it proposed a configuration management database that would serve an identical purpose to Credence's proposed technical configuration management library. Comments and 2<sup>nd</sup> Supp. Protest at 42. Preliminarily, what the protester describes is, at best, a different technical solution aimed at a similar goal--it is not a substantively indistinguishable technical approach. However, even setting that aside, we note that the protester ignores a significant part of the agency's discussion of what distinguished the two proposals. In this regard, while the tradeoff narrative is primarily focused on the technical configuration management library, the agency also explained that the proposed library was part of a larger strength concerning network engineering, which, as a whole, represented the distinguishing factor. See AR, Tab 55, TODD at 10 (noting Credence's "strength regarding its Network Engineering section" is a feature worth paying a price premium); see *also* AR, Tab 57, Credence Technical Evaluation Report at 7 (noting that in addition to the technical configuration management library Credence proposed a "detailed approach to network engineering to include the tracking of ports and protocols").

By contrast, the protester received a technical weakness concerning its approach to network engineering, including some aspects for which the awardee specifically received a strength. See AR, Tab 50, Zantech Technical Evaluation Report at 8 (noting that the protester's proposal specifically lacked detail about documentation for ports and protocols among other issues). That is to say, even if the protester also proposed something substantively identical to the awardee's technical configuration management library, which is not clear, the agency also found Credence's superior network engineering approach to be part of what distinguished the proposals. Accordingly, the protester cannot demonstrate that the agency evaluated substantively identical proposal features disparately.

Finally, concerning the agency's assessment of the comparative risk of the offerors' technical weaknesses, we likewise see no basis to conclude that the agency erred in concluding Zantech's proposal posed a greater technical risk than Credence's proposal. Zantech contends that the agency assessed Credence's weaknesses less risk despite the fact that the two offerors have "effectively the same weaknesses, for the same reasons." Supp. Comments at 16. While the protester is correct that, at a high level of abstraction, the weaknesses were assigned to both proposals because the agency concluded that the proposals lacked detail about how each offeror would address certain PWS requirements, that is where the similarities end. The offerors were assigned weaknesses for varying technical features of their proposals and differing PWS sections, which calls into question how the agency's evaluation could meaningfully have disparately evaluated substantively indistinguishable proposal features. Put another way, when an agency assigns weaknesses to entirely different technical

aspects of the two proposals, it is irrelevant that both offerors may have received the weakness for a lack of detail on how they would address the requirements.

More significantly, Credence was assigned fewer than half as many weaknesses under this subfactor than Zantech. On that basis alone it is impossible to conclude that the offerors' weaknesses were substantially the same: even if all five of Credence's weaknesses were substantively indistinguishable from five of Zantech's weaknesses, the fact that Zantech has numerous additional and distinct weaknesses, as well as fewer assessed strengths, would be more than sufficient to justify the agency's differential assessment of the technical risk of the proposals.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel