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Decision

Matter of: Peraton Inc.

File: B-422585; B-422585.2; B-422585.3

Date: August 16, 2024

Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., Jeffrey M. Lowry, Esq., and Michael P. Ols, Esq., Vedder Price P.C., for the protester.

Alexander O. Canizares, Esq., Kelley P. Doran, Esq., Victor G. Vogel, Esq., and Jedidiah K.R. Blake, Esq., Perkins Coie LLP, for Booz Allen Hamilton Inc., the intervenor.

Wade L. Brown, Esq., and Pamela J. Kennerly Ignatius, Esq., Department of the Army, for the agency.

Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's affirmative determination of responsibility of awardee is denied where the protester has not shown that the contracting officer unreasonably ignored information that would be expected to have a strong bearing on whether the awardee should be found responsible.
 2. Protest alleging that awardee gained an unfair competitive advantage based on employment of a former government official is denied where the agency, after investigating the alleged conflict of interest, reasonably concluded that the former official did not have access to non-public, competitively useful information.
 3. Protest challenging agency's evaluation of technical proposals is denied where the record shows the evaluation was reasonable and consistent with the solicitation criteria, and the protester was not competitively prejudiced by any evaluation error.
 4. Protest of agency's best-value tradeoff decision is denied where the protester has not shown that the underlying evaluation was unreasonable.
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DECISION

Peraton Inc., of Herndon, Virginia, protests the issuance of a task order to Booz Allen Hamilton Inc., of McLean, Virginia, under request for task order proposals (RFTOP)

No. C-115689-0, issued by the Department of the Army for research facilitation laboratory support services. The protester contends that the agency erroneously found the awardee to be a responsible offeror and that the awardee obtained an unfair competitive advantage by hiring a former agency employee. The protester also challenges various aspects of the agency's evaluation of proposals and source selection decision.

We deny the protest.

BACKGROUND

On December 21, 2023, the agency issued the solicitation to firms holding contracts under the National Institutes of Health Information Technology Acquisition and Assessment Center (NITAAC), Chief Information Officer-Solutions and Partners 3 (CIO-SP3) governmentwide acquisition contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 1; Agency Report (AR), Tab 4, RFTOP at 1.¹ The solicitation sought services to support the mission of the Research Facilitation Laboratory (RFL) of the Army Analytics Group (AAG), an organization within the Army's Office of the Chief Information Officer (CIO). AR, Tab 13b, Revised Performance Work Statement (PWS) at 1. RFL provides program management for the Army's person-event data environment (PDE) data system, develops a PDE user community, and conducts relevant research studies, program evaluation, command surveillance, information technology (IT) development, and IT integration. *Id.* The RFTOP contemplated the issuance of a time-and-materials task order for a 12-month base period with four 1-year option periods. COS/MOL at 2; AR, Tab 13b, PWS at 48.

The solicitation provided that award would be made to the offeror whose proposal represented the best value to the government considering the following four factors: (1) screening criteria; (2) technical and management approach; (3) technical sample tasks; and (4) price. AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 1-2. The solicitation informed offerors that proposals would first be evaluated under the screening criteria factor, on a "go/no-go" basis, using the following two subfactors: (1) Department of Defense (DOD) secret facility clearance; and (2) data science and analysis, machine learning, and IT engineering experience. *Id.* at 2. Only proposals receiving a rating of "go" under both screening criteria subfactors would be further evaluated under the remaining three non-price factors. *Id.* at 3.

The technical and management approach factor was comprised of three subfactors of equal importance: (1) service engineering and operations; (2) data science and analysis; and (3) program management and quality programs. *Id.* at 4-6. Under this

¹ The solicitation was amended nine times. COS/MOL at 2. References to the solicitation are to the most recently revised versions of applicable parts of the RFTOP. Citations to the record are to the Adobe PDF page numbers.

factor, proposals would be evaluated to assess the extent to which the offeror’s approach demonstrated specific key points under each subfactor. *Id.*

The technical sample tasks factor was also comprised of three subfactors of equal weight: (1) sample task A, PDE cloud environment--big data platform; (2) sample task B, research, analysis, and machine learning; and (3) combination of tasks A and B. *Id.* at 6-8. Under this factor, the offeror’s solution under each subfactor would be evaluated to assess the offeror’s ability to apply its proposed technical and management approach to addressing the sample tasks, specifically in the areas of task order management plan, staffing plan, and quality assurance plan. *Id.* at 6.

The solicitation informed offerors that the agency would assign a combined technical/risk rating for each subfactor, which would then be combined into a factor rating for each of the two technical factors.² *Id.* at 4, 6. Price would be evaluated in accordance with FAR section 15.404-1. *Id.* at 10. The solicitation contemplated a tradeoff where the technical sample tasks factor would be slightly more important than the technical and management approach factor, which in turn would be slightly more important than price. *Id.* at 2. The non-price factors, when combined, would be significantly more important than price.³ *Id.*

The agency received timely proposals from Peraton and Booz Allen. COS/MOL at 3. After assigning both offerors’ proposals a rating of “go” for both subfactors under the screening criteria factor, the agency evaluated proposals under the remaining factors and assigned the following ratings:

	Peraton	Booz Allen
Technical & Management Approach	Acceptable	Good
Service Engineering and Operations	Good	Good
Data Science and Analysis	Acceptable	Good
Program Management and Quality Programs	Acceptable	Acceptable
Technical Sample Tasks	Good	Good
Sample Task A	Good	Good
Sample Task B	Acceptable	Good
Combined Results of Tasks A & B	Acceptable	Good
Total Evaluated Price	\$98,672,625	\$86,317,218

AR, Tab 30, Task Order Decision Document (TODD) at 3.

² The agency would assign a combined technical/risk adjectival rating of outstanding, good, acceptable, marginal, or unacceptable for the technical factors and their subfactors. AR, Tab 4e, Evaluation Criteria at 8-9.

³ The screening criteria factor would not be considered in the tradeoff analysis. AR, Tab 4e, Evaluation Criteria at 2.

In considering Peraton's and Booz Allen's proposals, the source selection authority reviewed the merits of the proposals and concluded that Booz Allen's proposal offered more benefit to the government under the technical factors. *Id.* at 9. Finding that Booz Allen also proposed a lower price than Peraton, the source selection authority determined that a price/technical tradeoff was not necessary and concluded that Booz Allen's proposal represented the best overall value to the government. *Id.*

Based on this conclusion, the agency issued the task order to Booz Allen and notified Peraton of the award decision. *Id.* After receiving a debriefing, Peraton filed this protest.⁴ COS/MOL at 14.

DISCUSSION

Peraton contends that the agency erroneously found Booz Allen to be a responsible offeror. Peraton also alleges that Booz Allen obtained an unfair competitive advantage through its employment of a former Army official, and the agency unreasonably failed to disqualify Booz Allen from the procurement on that basis. Moreover, Peraton also challenges various aspects of the Army's evaluation of technical proposals and the resulting award decision. While our decision does not address every allegation raised by the protester, we have considered them all and find that none provides a basis to sustain the protest.

Responsibility Determination

Peraton argues that the agency improperly determined Booz Allen to be a responsible offeror. In this regard, the protester contends that the agency failed to consider information about Booz Allen's recent settlement with the Department of Justice (DOJ) to resolve allegations of False Claims Act violations. Protest at 51-54. Peraton asserts that the agency knew or should have known about the settlement, not only because it was widely publicized, but also because the Army was one of the agencies involved in DOJ's investigation into the matter. *Id.*; Comments and 2nd Supp. Protest at 39-47. The protester argues that it was unreasonable for the agency to determine the awardee to be responsible considering the seriousness of the allegations that prompted Booz Allen's settlement. *Id.*

The agency responds that, at the time of award, the contracting officer consulted appropriate sources and contemporaneously documented the finding that Booz Allen has "a satisfactory record of integrity and business ethics." COS/MOL at 28; AR, Tab 31, Responsibility Determination, at 2. The agency also asserts that, at the time of award, the contracting officer was not aware of the False Claims Act settlement alleged

⁴ The awarded value of the task order issued under the NITAAC CIO-SP3 contract exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under civilian agency multiple-award, indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f)(1)(B); *Booz Allen Hamilton Eng'g Servs., LLC*, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 6 n.12.

by the protester. COS/MOL at 28; AR, Tab 42, Contracting Officer's Decl. at 2. In this regard, the agency argues that the contracting officer had no obligation to search the news or DOJ press releases for negative information about Booz Allen. *Id.*

As a general matter, our Office does not review affirmative determinations of responsibility, which are typically matters within a contracting officer's broad discretion. 4 C.F.R. § 21.5(c); *Fidelis Logistic and Supply Servs.*, B-414445, B-414445.2, May 17, 2017, 2017 CPD ¶ 150 at 4. We will, however, review a challenge to an agency's affirmative responsibility determination where the protester presents specific evidence that the contracting officer may have ignored information that, by its nature, would be expected to have a strong bearing on whether the awardee should be found responsible. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 19. The information in question must concern very serious matters, for example, potential criminal activity or massive public scandal. *IBM Corp.*, B-415798.2, Feb. 14, 2019, 2019 CPD ¶ 82 at 11. In making an affirmative determination of the prospective awardee's responsibility, the contracting officer must determine, among other things, that the contractor has "a satisfactory record of integrity and business ethics." FAR 9.104-1(d). In most cases, responsibility determinations involve subjective business judgments that are within the broad discretion of the contracting activity. *Mountaineers Fire Crew, Inc., et al.*, B-413520.5 *et al.*, Feb. 27, 2017, 2017 CPD ¶ 77 at 10.

Based on our review of the record, we cannot conclude that the contracting officer ignored relevant information that would be expected to have a strong bearing on whether Booz Allen should be found responsible. Specifically, nothing in the record demonstrates that the contracting officer was aware of Booz Allen's False Claims Act settlement at the time the contracting officer made the responsibility determination. In this regard, the contracting officer provided a declaration in response to the protest stating that she was "unaware of the settlement agreement referenced in Peraton's protest at the time of [her] determination" of the awardee's responsibility. AR, Tab 42, Contracting Officer's Decl. on Responsibility Determination at 2. Instead, the record shows that the contracting officer considered the information she found in the System for Award Management and the Federal Awardee Performance and Integrity Information System and concluded that Booz Allen was a responsible contractor. *Id.*; AR, Tab 31, Responsibility Determination, at 2.

While the protester contends that the settlement was touted as one of the largest False Claims Act settlements and it was therefore "inconceivable" that the contracting officer had no knowledge of it considering the media attention, Protest at 52, such speculation does not constitute evidence sufficient to rebut the contracting officer's statement. Moreover, although the protester argues that the contracting officer should have known about the settlement because the Army had cooperated with the DOJ's investigation into the alleged violations, the protester does not allege or present evidence that the AAG or the Office of the CIO was involved in the investigation. We see no basis to conclude that the contracting officer was required to be aware of, or to inquire into, all DOJ investigations involving the agency, especially at an agency as vast as the Army.

Accordingly, we conclude that the record does not provide any basis to find that the contracting officer ignored information that would be expected to have a strong bearing on whether the awardee should be found responsible.

Unfair Competitive Advantage

Peraton argues that the agency failed to investigate an appearance of impropriety and unfair competitive advantage created by Booz Allen's hiring of a former government official (Employee X). Supp. Protest at 18-21. In this regard, the protester contends that, in the employee's role as the [DELETED] of the [DELETED] Division of the Army's Enterprise Cloud Management Agency (ECMA), Employee X was involved in developing the solicitation requirements and had access to non-public information that provided an unfair competitive advantage to the awardee. *Id.*; Comments and 2nd Supp. Protest at 36-38. In support of its contention, the protester offers a declaration from a Peraton employee working on the incumbent contract, attesting that Employee X's role in ECMA would have provided them with the ability to access competitively useful, non-public information related to the RFL requirements. Supp. Protest, exh. F, Decl. of Peraton Employee at 1-2.

The agency responds that the contracting officer had no reason to investigate any potential conflict of interest prior to award because the former agency official's name was redacted from the resume submitted in Booz Allen's proposal.⁵ COS/MOL at 37. The agency also contends that, once the contracting officer became aware of the potential conflict through the protest allegations, she conducted a comprehensive investigation and reasonably determined that there was no unfair competitive advantage for either the instant competition or the performance of the awarded task order. *Id.*; Supp. COS/MOL at 18-19; see AR, Tab 49, OCI Investigation at 3.

Where a firm may have gained an unfair competitive advantage through its hiring of a former government official, the firm can be disqualified from a competition based on the appearance of impropriety created by the situation, even if no actual impropriety can be shown, so long as the determination of an unfair competitive advantage is based on hard facts and not on mere innuendo or suspicion. *Geo Owl, LLC*, B-420599, June 13, 2022, 2022 CPD ¶ 143 at 4. The assessment of whether an unfair competitive advantage has been created by a firm's hiring of a former government official is based on a variety of factors, including an assessment of whether the government employee had access to non-public proprietary or source selection sensitive information that was competitively useful. *Peraton, Inc.*, B-421038.6 *et al.*, Apr. 12, 2023, 2023 CPD ¶ 92 at 5.

Whether the appearance of impropriety based on an alleged unfair competitive advantage exists depends on the circumstances in each case; ultimately, the responsibility for determining whether an appearance of impropriety exists, and whether

⁵ The solicitation instructions for key personnel resumes advised offerors to "not provide any personally identifiable information . . . within its submission." AR, Tab 13c, RFTOP attach. 4, Instructions to Offerors at 11.

an offeror should be allowed to continue to compete, is a matter for the contracting agency. *ASRC Fed. Sys. Sols., LLC*, B-420443, B-420443.2, Apr. 12, 2022, 2022 CPD ¶ 96 at 5. We review the reasonableness of a contracting officer's investigation and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.11 *et al.*, July 2, 2018, 2018 CPD ¶ 298 at 25.

Following the allegation first raised in Peraton's supplemental protest, the contracting officer conducted an investigation as to whether Booz Allen's hiring of Employee X provided it with an unfair competitive advantage for the task order.⁶ AR, Tab 49, OCI Investigation at 1. The investigation included gathering information from agency officials about Employee X's employment at the agency, duties, and potential access to competitively useful information, as well as reviewing the ethics letter issued by the agency's ethics counsel covering applicable post-government employment restrictions for Employee X accepting employment with Booz Allen. *Id.* at 2-3; see AR, Tab 43, Decl. of RFL IT Program Manager at 1-3; AR, Tab 44, Post Employment Restrictions Letter. In addition, while not noted in the contracting officer's analysis, the record also includes an email from Booz Allen, and a supporting declaration signed by Employee X, responding to the contracting officer's inquiry about Employee X's role in drafting the awardee's proposal.⁷ See AR, Tab 47, Booz Allen Response to OCI Questions; AR, Tab 48, Decl. of Employee X. Booz Allen's communications and Employee X's declaration both attest to the fact that Employee X had no involvement in developing the RFL requirements or the solicitation and attest that Employee X had no access to any non-public information about this procurement. *Id.*

The contracting officer's investigation found that, while Employee X was formerly employed by the agency for 10 months--8 months as a [DELETED] and 2 months as [DELETED] in ECMA--the employee had no access to any non-public information about this procurement and no involvement in the development of the solicitation requirements. AR, Tab 49, OCI Investigation at 2-3. In this regard, the contracting officer noted that ECMA was a separate organization within the Army CIO, responsible for the Army's cloud processes and activities. *Id.* at 3. Although Employee X's short tenure as [DELETED] in ECMA included "overseeing the cloud services" used by several agency organizations, including RFL, the employee's duties did not include

⁶ We have explained that an agency may reasonably investigate alleged conflicts of interest in response to a protest, and that the agency may provide information and analysis regarding the existence of a conflict, at any time during the course of a protest. See, e.g., *Pioneer Corp. Servs., Inc.*, B-418678.5, Aug. 31, 2021, 2021 CPD ¶ 312 at 5 n.5.

⁷ In response to the contracting officer's inquiry in this regard, Employee X stated that the employee had a limited role in assisting with Booz Allen's proposal, wherein Employee X reviewed the draft technical proposal and offered the employee's observation that it "looked good." AR, Tab 48, Decl. of Employee X at 3.

“engaging in the details of any specific program” of the customer organizations. *Id.* at 2-3. While the protester asserts that Employee X’s work with the Army’s code resource and transformation environment (CReATE) system provided access to non-public information about RFL, see Supp. Protest at 20-21, the contracting officer found that Employee X’s work with CReATE did not provide access to any RFL resources in the system. *Id.* at 3. Specifically, the contracting officer found that CReATE provided a “code repository and deployment pipeline,” with access to each repository controlled by a corresponding tenant organization. *Id.* Each tenant organization granted access to its repository only to explicitly named users, and Employee X was never granted access to the RFL repository. *Id.*

Based on these findings, the contracting officer concluded that Employee X “did not provide any technical direction or systems engineering for RFL while employed at ECMA . . . , did not develop any of the acquisition or technical documents for RFL . . . , did not provide any evaluation services for RFL . . . , and did not have access to any information that wasn’t readily available to all offerors.” *Id.* Ultimately, the contracting officer’s investigation determined that there was “neither a personal conflict of interest for [Employee X] under FAR 3.101-1 nor an OCI for [Booz Allen] under FAR 9.505, either in the competition for or in the performance of this [t]ask [o]rder.” *Id.*

On this record, we find no basis to question the reasonableness of the agency’s determination that Booz Allen’s employment of Employee X did not provide it with an unfair competitive advantage or even the appearance of an unfair competitive advantage. The facts here do not establish that Employee X had access to any non-public, competitively useful information related to this procurement. Rather, the investigation showed that Employee X worked in a different component of the agency for a brief period, and that Employee X’s duties did not involve access to non-public information about RFL or participation in the development of the RFL requirements for the solicitation. AR, Tab 49, OCI Investigation at 1-3.

While the protester asserts that the agency’s investigation was insufficient, it offers no hard facts to support its allegations or to rebut the agency’s representations made to our Office, other than speculative statements made by a Peraton employee working on the incumbent contract who offers no direct knowledge of the work performed by Employee X. See Supp. Protest at 21; see, *generally*, Supp. Protest, exh. F, Decl. of Peraton Employee. Absent any hard facts supporting the protester’s allegation of impropriety, or appearance of an impropriety, we find no basis to sustain this protest allegation. See *Geo Owl, LLC, supra*; *TeleCommunication Sys. Inc.*, B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 2-8.

Evaluation of Peraton’s Technical Proposal

The protester next argues that the agency unreasonably evaluated multiple aspects of Peraton’s technical proposal.

As an initial matter, we note that the evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *NC/ Info. Sys., Inc.*, B-418977, Nov. 4, 2020, 2020 CPD ¶ 362 at 5. In reviewing protests of an award in a task order competition, we do not reevaluate proposals, but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC, supra* at 7. A protester's disagreement with the agency's judgment regarding the evaluation of proposals or quotations, without more, is not sufficient to establish that an agency acted unreasonably. *Imagine One Tech. & Mgmt, Ltd.*, B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 4-5.

Assigned Weaknesses

The agency assigned four weaknesses to Peraton's technical proposal: three weaknesses under the technical and management approach factor (one weakness under each of the three subfactors) and one weakness under the technical sample tasks factor (under the sample task B subfactor).⁸ The protester alleges that all four weaknesses were unreasonably assigned. We have considered all of Peraton's arguments and find that none provides a basis to sustain the protest. We discuss below two of the assigned weaknesses as representative examples.

Peraton first challenges a weakness assigned under the service engineering and operations subfactor (a subfactor of the technical and management approach factor) for failing to integrate the agency's strategic priorities in the firm's proposed approach to continuous improvement. Protest at 38-41. The protester alleges that, in assigning this weakness, the agency unreasonably ignored portions of Peraton's proposal that addressed strategic priorities and departed from the stated evaluation criteria. *Id.*; Comments at 19-22. The agency responds that the weakness was consistent with the stated evaluation criteria and reasonably based. COS/MOL at 17-18, 23.

Under the service engineering and operations subfactor, the RFTOP provided that the agency would evaluate the offeror's "ability to develop, implement, and support the business and technical services identified in RFL's service portfolio." AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 4. Of the five key points under this subfactor, the fourth key point required offerors to address and fully demonstrate that their "methods comply with and provide[] for continuous improvement and efficiencies in the engineering processes." *Id.*

The agency assigned a weakness under this key point for Peraton's approach to strategic continuous improvement. AR, Tab 27, Peraton Technical Evaluation at 9.

⁸ The solicitation defined a weakness as a "flaw in the proposal that increases the risk of unsuccessful contract performance." AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 9.

Specifically, the evaluators found that, while the proposal “articulate[d] [DELETED] with the Government and quarterly review of [DELETED] strategic objectives,” it did not “clearly articulate how it would integrate [its] [DELETED] quality cycle into strategic priorities.” *Id.* at 9. In this regard, the agency identified as a risk that “RFL may not be able to focus improvements on strategic objectives that facilitate opportunity/cost decisions when deciding where to prioritize available resources to get the greatest return on investment.” *Id.*

The protester asserts that the agency unreasonably ignored or failed to identify the portions of Peraton’s proposal addressing the prioritization of the agency’s strategic decisions. Protest at 38-41. In this regard, the protester contends that it explained how Peraton “prioritizes the combined [DELETED]” for an “approach [that] informs strategic business decisions on how to optimize resource use across the portfolio.” Protest at 40 (*quoting* AR, Tab 21, Peraton’s Technical & Management Approach Proposal at 2-3). The protester also argues that the agency departed from the evaluation criteria in assigning this weakness because the applicable key point did not require a proposed continuous improvement approach to address strategic priorities. Comments at 19-22.

The agency responds that Peraton’s service strategy, described in three sentences in the introductory section for the subfactor, did not mention continuous improvement, which was the subject of the key point. COS/MOL at 18. The agency notes that, conversely, Peraton’s proposal section addressing continuous improvement under the key point included an extensive discussion on applying the firm’s [DELETED] framework to examples of *operational* improvements, but did not acknowledge the need for the continuous improvement of *strategic* objectives.⁹ *Id.* The agency argues that the weakness was warranted for Peraton’s failure to address, or even recognize, the need for the continuous improvement of strategic priorities because the agency’s engineering processes, as described in the PWS, clearly included strategic priorities. *Id.*

Agencies are required to evaluate proposals based solely on the factors identified in the solicitation. *Weston-ER Fed. Servs., LLC*, B-418509, B-418509.2, June 1, 2020, 2020 CPD ¶ 311 at 14. While agencies properly may apply evaluation considerations that are not expressly outlined in the RFP if those considerations are reasonably and logically encompassed within the stated evaluation criteria, there must be a clear nexus between the stated and unstated criteria. *Id.*

We see no basis here to object to the assignment of the weakness. In documenting the weakness, the evaluators noted that the first task under the PWS’s IT engineering support section required the contractor to “execute projects defined in RFL’s IT Roadmap,” which was described in the solicitation as the RFL’s 3-year plan of strategic IT objectives. AR, Tab 27, Peraton Technical Evaluation at 9; see AR, Tab 12c, Additional Offeror-Requested Documents at 241. The PWS noted that the government

⁹ The agency notes that the evaluators did assign a significant strength, however, for Peraton’s substantial discussion of continuous improvement to operations. COS/MOL at 17-18; AR, Tab 27, Peraton Technical Evaluation at 8-9.

would review the roadmap on a quarterly basis and “make adjustments based on business priority, resource availability, and contractor feedback.” AR, Tab 13b, PWS at 14. Because the relevant key point required the offeror to propose methods for “continuous improvement and efficiencies in the engineering processes,” which, in turn, specifically included the agency’s strategic objectives, the agency found Peraton’s failure to address the continuous improvement of strategic objectives to be a weakness. *Id.*; COS/MOL at 23. On this record, we find that the agency’s consideration of Peraton’s proposed approach to strategic continuous improvement was reasonable and logically encompassed within the stated evaluation criteria, which called for offerors to demonstrate their methods for continuous improvement in engineering processes.

Peraton also challenges a weakness assessed under the program management and quality programs subfactor (of the technical and management approach factor) for Peraton’s approach of using [DELETED] employees at levels lower than those identified in the solicitation’s pricing matrix and “strategically distribut[ing] fewer [senior staff] across multiple projects and service areas.” Protest at 44-46. The protester contends that its approach was a valuable cost-saving measure that did not warrant the agency’s concern about performance risk. *Id.*

The weakness at issue was assessed under the first key point of the program management and quality programs subfactor, under which the agency would evaluate the extent to which an approach demonstrated “a strategy that supports increased efficiencies through reduced (or reducing) labor and other indirect costs.” AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 5. The evaluators found that Peraton’s proposed cost-savings measure created a “moderate risk to engineering quality because the PWS tasks require stronger skills.” AR, Tab 27, Peraton Technical Evaluation at 13. Noting that the “technical complexities in cloud require more experienced skillsets, not less,” the evaluators concluded that Peraton’s proposal did not provide sufficient detail to determine whether “this staffing approach would achieve significant cost reductions without commensurate performance risk.” *Id.* at 13-14.

The protester points out that the evaluators misquoted Peraton’s proposal as proposing employees at “lower levels of *performance*,” rather than at lower labor categories, and argues that the proposed lower labor categories would not result in lower *levels* of performance or increase the risk of poor engineering quality. *Id.*; Comments at 24-25. In this regard, the protester asserts that its proposed price matrix showed that the [DELETED] employees proposed at a lower labor category were in [DELETED] positions--such as [DELETED] or [DELETED]--with no role in cloud work or other complex IT work. Comments at 24-25; see AR, Tab 23a, Peraton Price Proposal at 2.

The agency responds that the weakness was reasonably assigned based on the content of Peraton’s proposal. While acknowledging that the evaluators misquoted Peraton’s proposed “employees at lower levels” as “employees at lower levels of performance,” the agency contends that the typo was irrelevant. COS/MOL at 24. In this regard, the agency argues that the evaluators clearly understood Peraton’s intent when they labeled the weakness as “[p]roposed labor category reductions” and

documented the basis for their concern with Peraton's plan to "manage efficiencies" by using less experienced employees and fewer senior staff in this technically complex procurement. *Id.*; see AR, Tab 27, Peraton Technical Evaluation at 13-14; AR, Tab 50, Decl. of Task Order Evaluation Board (TOEB) Chair at 3. Moreover, the agency notes that Peraton's technical proposal did not include the additional details cited in its protest submission about the specific non-engineering positions proposed at lower labor categories, nor did the technical proposal refer the evaluators to Peraton's price matrix. *Id.* The agency argues that, based on the limited information provided in Peraton's technical proposal, the evaluators reasonably found that the proposal lacked "sufficient detail" to determine whether the proposed staffing approach would result in cost savings without increasing performance risk. *Id.*

On this record, we find no basis to object to the agency's assignment of the weakness. It is an offeror's responsibility to submit a well-written proposal with adequately detailed information that allows for a meaningful review by the procuring agency, and an offeror risks having its proposal evaluated unfavorably in areas where it fails to do so. See *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 9; *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6. While the protester's explanation in its protest submissions about the specific positions proposed at lower levels may clarify Peraton's staffing approach in a way that could alleviate the agency's concern, that information was not included in the proposal and therefore it was not for consideration by the agency's evaluators. *Id.* In addition, although the protester now points to its pricing matrix for the additional information about its staffing approach, contracting agencies evaluating one section of a proposal are not required to go in search of additional information that an offeror has omitted or failed to adequately present. *Imagine IT, Inc.*, B-420202, B-420202.2, Dec. 30, 2021, 2022 CPD ¶ 20 at 9. Based on the record here, we find reasonable the evaluators' conclusion that Peraton's technical proposal warranted a weakness for its failure to provide sufficient details about the proposed staffing approach to ease the agency's concern that the approach increased the risk of degraded engineering quality.

Additional Strengths

In addition to challenging the weaknesses assigned to Peraton's technical proposal, the protester also contends that the agency should have credited Peraton's proposal with multiple additional strengths in several areas where its approach exceeded the solicitation's minimum requirements.¹⁰ Supp. Protest at 3-18; Comments and 2nd Supp. Protest at 27-33; Protester's Supp. Comments at 22-27. The agency contends that the evaluation was reasonable and consistent with the terms of the solicitation. COS/MOL at 34-36; Supp. COS/MOL at 13-16. We have considered Peraton's

¹⁰ The solicitation defined a strength as an "aspect of an Offeror's proposal with merit or [that] exceed[s] specified performance or capability requirements to the advantage of the Government during contract performance." AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 9.

arguments in this regard and find that none provides a basis to sustain the protest. We discuss below two of the alleged strengths as representative examples.

The protester first asserts that the agency unreasonably failed to assign one or more strengths, under the program management and quality programs subfactor (of the technical and management approach factor), for Peraton’s proposal of eight key personnel with qualifications that significantly exceeded the solicitation requirements. Supp. Protest at 3-10. The agency responds that it reasonably assessed Peraton’s proposed key personnel in accordance with the evaluation criteria, which informed offerors that key personnel would be evaluated solely to determine the offeror’s ability to acquire qualified personnel. COS/MOL at 34.

An agency’s judgment that the features identified in a proposal did not significantly exceed the requirements of the solicitation--and thus did not warrant the assignment 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. In this regard, an agency’s contemporaneous evaluation record is not required to “prove a negative,” or document determinations of adequacy (*i.e.*, why a proposal did not receive a strength or weakness). See, *e.g.*, *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 8. When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we review whether the agency’s explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. *Id.* at 7-8 (finding statements from evaluators and the contracting officer responding to the protester’s arguments demonstrated the reasonableness of the agency’s decision not to assign the challenged strengths).

Under the program management and quality programs subfactor of the technical and management approach factor, the sixth key point instructed each offeror to “demonstrate its ability to acquire the eight key technical personnel positions identified in” the PWS, with evidence that “includes (but is not limited to) resumes, certifications, qualifications, and experience levels.” AR, Tab 13c, RFTOP attach. 4, Instructions to Offerors at 11. The evaluation criteria for the sixth key point under the program management and quality programs subfactor provided as follows:

SubFactor 3: Program Management and Quality Programs (Plans):
The Government will evaluate the Offeror’s overall Program Management and Quality Programs. The Offeror’s proposal will be evaluated to assess the extent to which the approach demonstrates the following:

* * * * *

KEY POINT [No.] 6 – The Offeror demonstrates its ability to provide personnel to fill the eight key positions identified in PWS paragraph 4.1. The proposed resumes meet or exceed the qualification requirements for each of the key personnel positions. *Note: Resumes will be evaluated*

only to determine the Offeror's ability to acquire qualified personnel that have the appropriate level of education, certifications, and/ or qualifications for the position.

AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 6 (emphasis added).

Under this key point, the evaluators found that Peraton's "[s]ample resumes provided for key personnel demonstrate[d] the Offeror's ability to provide personnel with the qualification requirements to fill the eight key positions identified in PWS Paragraph 4.1 (KP6)." AR, Tab 27, Peraton Technical Evaluation at 13. In response to the protest, the TOEB chair explains that, in accordance with the solicitation, the evaluators "reviewed the resumes proposed as evidence of the offeror's ability to hire qualified staff" and "did not consider the specific qualifications of those personnel" in their evaluation. AR, Tab 50, Decl. of TOEB Chair at 1.

The protester argues that the solicitation called for the evaluation of the extent to which the offeror's approach demonstrates that the "proposed resumes meet or exceed the qualification requirements for each of the key personnel positions." Comments and 2nd Supp. Protest at 27-28. In this regard, the protester asserts that the agency was required to evaluate and consider how the qualifications for the particular key personnel it proposed would benefit the agency during performance of the contract and that the only purpose of the limiting note on the key point was to inform offerors that resumes should not contain any personally identifiable information (PII). *Id.* To support this assertion, the protester points to the "note" on the instructions for this key point, which provided as follows:

KEY POINT [No.] 6 - NOTE: . . . Resumes will be used strictly to determine the Offeror's ability to acquire qualified personnel that have the appropriate level of education, certifications, and/or qualifications for the position; *therefore, the Offeror shall not provide any . . . PII . . . within its submission.*

AR, Tab 13c, RFTOP attach. 4, Instructions to Offerors at 11 (emphasis added). Based on this additional note, the protester argues that the sole purpose of the provision on the limited use of resumes was to introduce the PII admonition rather than to provide any guidance on how key personnel resumes would be evaluated under the key point.

Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *DAI Global, LLC*, B-416992, Jan. 17, 2019, 2019 CPD ¶ 25 at 4. Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible; a solicitation is not ambiguous

unless it is susceptible to two or more reasonable interpretations. See *DAI Global, LLC, supra*. If the solicitation language is unambiguous, our inquiry ceases. *Id.*

Here, we find the solicitation language to be unambiguous and the protester's interpretation to be unreasonable and inconsistent with the plain language of the solicitation. Specifically, under the sixth key point, offerors were instructed to "demonstrate [their] ability to acquire the eight key technical personnel positions" and were informed that "[r]esumes will be used strictly to determine the Offeror's ability to acquire qualified personnel that have the appropriate level of education, certifications, and/or qualifications for the position." AR, Tab 13c, RFTOP attach. 4, Instructions to Offerors at 11. While this note was followed by the word "therefore" and a caveat about including PII, it would be unreasonable to conclude that the PII admonition rendered the clearly stated evaluation scheme a nullity. Moreover, the evaluation criteria section of the solicitation for this key point, which did not contain the same PII warning, also provided that key personnel resumes would be "evaluated only to determine the Offeror's ability to acquire qualified personnel." AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 6.

The protester's interpretation--that the note limiting the use of key personnel resumes only served to support the PII caveat and did not otherwise indicate how the agency would evaluate key personnel qualifications--would effectively render meaningless the clearly stated provisions specifying that resumes would be evaluated strictly to determine the offeror's ability to acquire qualified personnel. See *L&J Bldg. Maint., LLC*, B-411827, Oct. 27, 2015, 2015 CPD ¶ 344 at 4 (finding unreasonable the protester's proposed interpretation of solicitation language insofar as it would render other solicitation language superfluous). In other words, the solicitation did not provide for using the resumes to assess the potential performance benefits of the particular staff *per se*; rather, the resumes were merely to provide a basis for the agency to evaluate the offeror's ability to obtain qualified staff more generally.

Because we conclude that the protester's interpretation of the solicitation was unreasonable, we find that the solicitation unambiguously informed offerors that the evaluation of key personnel resumes would be limited to assessing the offeror's ability to acquire qualified personnel. Consequently, we find that the agency acted reasonably in declining to assign strengths for the protester's proposed key personnel even though their qualifications and experience may have exceeded the minimum levels required by the solicitation. Accordingly, the protester's arguments in this regard do not provide any basis to sustain the protest.

As another challenge to the agency's assignment of strengths, the protester contends that its proposed approach to "[v]isualization/Vantage"¹¹ under the sample task B subfactor (of the technical sample tasks factor) warranted a strength or a significant

¹¹ Vantage is the Army's data analytics platform for data-driven operations and decision-making. See <https://www.eis.army.mil/army-vantage> (last visited August 13, 2024).

strength. Supp. Protest at 13-18. In this regard, the protester argues that it was inconsistent for the agency to assign Peraton a significant strength for this approach under the data science and analysis subfactor (of the technical and management approach factor) but fail to assign a strength for the same approach under the technical sample tasks factor. *Id.*

Under technical sample task B, the RFP instructed offerors to “convey a thorough demonstration and understanding of [the] work” and their ability to support the mission by “describ[ing] any value-added services and resources” and “the specific role each serves in supporting” the requirements under the areas of analysis, research, and machine learning. AR, Tab 13c, RFTOP attach. 4, Instructions to Offerors at 18. Among the tasks enumerated under these areas were several related to the use of the agency’s Vantage dashboard and the creation and use of a “visualization layer” for the dashboard. *Id.* The solicitation advised that the proposed solution to sample task B would be evaluated to the extent it “provides a thorough demonstration and understanding of [the] work and clearly describes the Offeror’s ability to support the mission,” as well as the extent to which the solution “adds value through services and resources . . . to fully support the specifics” of the sample task. AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 7.

In response to the protest, the agency acknowledges that Peraton’s approach to visualization/Vantage under sample task B merited a significant strength. COS/MOL at 36. The agency contends, however, that the evaluators *did* identify this aspect of Peraton’s technical sample tasks proposal as a significant strength, but mistakenly documented it under the wrong factor, the technical and management approach factor (under its data science and analysis subfactor). *Id.*; AR, Tab 50, Decl. of TOEB Chair at 1-3. In this regard, the agency asserts that the visualization/Vantage approach in Peraton’s technical and management approach proposal did not warrant a significant strength, while the same approach in Peraton’s technical sample tasks proposal did. AR, Tab 50, Decl. of TOEB Chair at 2.

While admitting its mistake, the agency argues that it was a documentation error that did not prejudice the protester. COS/MOL at 36. Specifically, the agency argues that the significant strength, even if correctly assessed under the sample task B subfactor, would not have raised the subfactor rating to above acceptable because the same significant strength was not sufficient to raise the data science and analysis subfactor rating from acceptable to good. COS/MOL at 36. In support of this argument, the TOEB chair declares that the agency’s ratings were not assigned “based on the number of strengths and weaknesses but on a holistic consideration of all of the findings at the subfactor and factor levels,” and that a significant strength for Peraton’s use of “a tool familiar to Army Senior Leaders would not have been sufficient to raise its rating in this [sample task B] subfactor.” AR, Tab 50, Decl. of TOEB Chair at 2-3.

Our Office generally considers agencies’ explanations that merely provide a detailed rationale for contemporaneous conclusions and fill in previously unrecorded details, so long as the explanations are credible and consistent with the contemporaneous record.

See *Ohio KePRO, Inc.*, B-417836, B-417836.2, Nov. 18, 2019, 2020 CPD ¶ 47 at 7. In contrast, our Office accords lesser weight to *post-hoc* arguments or analyses made in response to protest allegations because we are concerned that new judgments made in the heat of an adversarial process may not represent the fair and considered judgment of the agency. *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15.

Here, we agree with the protester that the agency's position is primarily based on a *post-hoc* analysis that is not consistent with the contemporaneous evaluation. As an initial matter, we note that the agency now posits that the visualization approach in Peraton's technical and management approach proposal consisted of "two generic sentences," which did not "contain enough information to have earned a significant strength." AR, Tab 50, Decl. of TOEB Chair at 2; see AR, Tab 21, Peraton's Technical & Management Approach Proposal at 21. On the other hand, the agency argues Peraton's technical sample tasks proposal "provided a full page of information supporting its approach to visualization" and warranted a significant strength. *Id.*; see AR, Tab 22, Peraton's Technical Sample Tasks Proposal at 13.

Contrary to the evaluator's post-protest explanation, however, the contemporaneous evaluation record shows that the agency quoted those "two generic sentences" from Peraton's technical and management approach proposal as the basis for assigning a significant strength under the data science and analysis subfactor for Peraton's "[DELETED] Approach." AR, Tab 27, Peraton Technical Evaluation at 11, *quoting* AR, Tab 21, Peraton's Technical & Management Approach Proposal at 21. Relying on that information, the evaluators concluded that Peraton's approach provided "significant benefit to the Government because they can support Vantage dashboards [DELETED] and their [DELETED] approach allows RFL to [DELETED]." *Id.* On this record, we find the agency's *post-hoc* explanation--that this significant strength was just misplaced from the one that should have been assigned under sample task B--to be inconsistent with the contemporaneous record and not credible.

We also find unreasonable the agency's *post-hoc* rationale that the assessment of an additional significant strength under the sample task B subfactor would not have changed the subfactor rating. In assigning a subfactor rating of acceptable under the data science and analysis subfactor, the record shows that the evaluators weighed the significant strength for visualization together with a weakness assigned for control of verification artifacts and concluded that "[w]hile the offeror's strength in visualization is significant, concern about the reliability of results offsets the visualization benefit." AR, Tab 27, Peraton Technical Evaluation at 10. In contrast, for the rating of acceptable under the sample task B subfactor, the evaluators reasoned that one identified strength for ethical AI approach was "not sufficient to warrant a higher rating for this subfactor." *Id.* at 20. On this record, we cannot find credible the agency's *post-hoc* conclusion that the addition of a significant strength under the sample task B subfactor, with another strength and no weakness to offset, would still be insufficient to change the subfactor rating from acceptable to good.

Notwithstanding our concern with the agency's evaluation in this respect, however, we do not find that the protester was ultimately prejudiced by this error. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, the protester would have had a substantial chance of receiving the award. *Information Mgmt. Res., Inc.*, B-418848, Aug. 24, 2020, 2020 CPD ¶ 279 at 7 n.4. Where the record establishes no reasonable possibility of prejudice, we will not sustain a protest irrespective of whether we find a defect in the procurement. *Procentrix, Inc.*, B-414629, B-414629.2, Aug. 4, 2017, 2017 CPD ¶ 255 at 11-12. Here, even if a significant strength was assigned under the sample task B subfactor and, as a result, the subfactor rating changed from acceptable to good, it is not apparent that this change would increase Peraton's overall rating for the technical sample tasks factor to outstanding or otherwise materially affect Peraton's competitive position.

In this regard, the record shows that Peraton was assigned one rating of good and two ratings of acceptable for the three subfactors of equal weight under the technical sample tasks factor but was nevertheless assigned an overall factor rating of good. AR, Tab 27, Peraton Technical Evaluation at 16-22. Even if the agency had found that the additional significant strength was sufficient to raise the sample task B subfactor rating to good (resulting in the technical sample tasks factor having two equally-weighted subfactor ratings of good and one of acceptable), the resulting factor rating would be unlikely to change from good.¹² Moreover, the record shows that the agency found Booz Allen's proposal to be technically superior under both technical factors and lower priced. AR, Tab 30, TODD at 3. Because we do not find any of Peraton's other evaluation challenges to be meritorious, we cannot conclude that one additional significant strength and the resulting improvement to the adjectival rating of one subfactor would have materially improved Peraton's competitive position. As a result, we find no basis on which to sustain the protest.

Assignment of Adjectival Ratings

The protester also challenges the ratings assigned to Peraton's proposal under the two technical factors and their subfactors as unreasonable and inconsistent with the solicitation's evaluation scheme. The protester primarily argues that its proposal warranted higher adjectival ratings under these factors and subfactors because the agency identified one or more strengths for each factor and subfactor and assessed each as low risk.¹³ Protest at 29-37. In this regard, the protester contends that the

¹² For comparison, the awardee's technical sample tasks proposal was assigned an overall factor rating of good with each of the three subfactors assigned a rating of good.

¹³ As relevant here, a combined technical/risk rating of outstanding was to be assessed where a "[p]roposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low." AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 8-9. The rating of good was described as applying where a "[p]roposal

(continued...)

stated evaluation scheme required the agency to only consider assigned weaknesses during its risk assessment and not in assigning the technical/risk adjectival rating.¹⁴ *Id.* at 48-50; Comments and 2nd Supp. Protest at 4-19. The agency responds that the evaluation of Peraton's technical proposal was reasonable and consistent with the solicitation. COS/MOL at 15-27.

Agencies have considerable discretion in making subjective judgments about the technical merit of proposals, and technical evaluators are given the discretion to decide whether a proposal "deserves a 'good' as opposed to a 'very good' rating." *JAM Corp.*, B-408775, Dec. 4, 2013, 2013 CPD ¶ 282 at 4. The evaluation of proposals and the assignment of adjectival ratings should not be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals consistent with the evaluation scheme. *Perspecta Eng'g, Inc.*, B-420501.2, B-420501.3, Dec. 13, 2022, 2022 CPD ¶ 314 at 10. Moreover, it is well established that adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. *Id.* The essence of an agency's evaluation is reflected in the evaluation record itself, not the adjectival ratings, and the relevant question is whether the record shows that the agency fully considered the actual qualitative differences in offerors' proposals. *CACI, Inc.--Federal*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 7.

The protester posits that the solicitation required the agency to consider weaknesses *only* as an element of risk. Protest at 29-37, 48-50; Comments and 2nd Supp. Protest at 4-19. In this regard, the protester notes that weaknesses are only mentioned in the risk rating definitions, but not in the combined technical/risk rating definitions. *Id.* The protester further argues that where, as here, the agency finds the risk of unsuccessful performance to be low despite having assessed weaknesses in the proposal, the agency cannot further consider those same low-risk weaknesses to downgrade Peraton's combined technical/risk ratings. *Id.* While the protester's arguments in this regard present a novel and creative interpretation of the evaluation scheme, we find this interpretation to be neither reasonable nor supported by the plain language of the solicitation.

The solicitation here informed offerors that the agency would assign a combined technical/risk rating for each subfactor, which then would be combined into an overall

indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate." *Id.* at 9. The rating of acceptable applied where a "[p]roposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate." *Id.*

¹⁴ While not separately rated, the solicitation provided that the consideration of risk within the combined technical/risk rating would be based on the risk rating definitions, which defined "low risk" as applying where a "[p]roposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost, or degradation of performance." AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 9-10.

factor rating for each of the two technical factors. AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 8-9. The record shows that the agency, in assigning adjectival ratings for each factor and subfactor, carefully considered the relative technical merits of Peraton's proposal, documenting specific advantages and disadvantages offered by each strength and weakness. See AR, Tab 27, Peraton Technical Evaluation at 6-22. While the agency identified specific strengths or weaknesses under each subfactor, it did not simply count up those strengths and weaknesses to assign corresponding ratings but instead documented a detailed qualitative assessment of those strengths and weaknesses. See *id.*

While the solicitation did not specifically mention weaknesses in the technical/risk rating definitions, we do not agree with the protester that this means the agency could not consider weaknesses in assigning the applicable technical/risk rating. See AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 9. Because the solicitation provided for the assignment of both strengths and weaknesses in the technical evaluation scheme, we find it illogical and unreasonable to conclude that the agency could not consider both strengths and weaknesses in assigning the overall technical/risk evaluation ratings.

Moreover, the record shows that the agency reasonably considered the underlying bases for the ratings--including advantages and disadvantages associated with the specific content of proposals--in a manner that was fair and consistent with the terms of the solicitation. Therefore, the protester's disagreement over the actual adjectival ratings, without more, does not render the agency's judgment unreasonable. See *Advantagedge Tech., Inc.*, B-414974, B-414974.2, Oct. 27, 2017, 2017 CPD ¶ 340 at 4 (finding that ratings assigned are largely immaterial, provided that the evaluators and source selection officials have considered the underlying bases for the ratings, including specific advantages and disadvantages associated with the content of the proposals).

In addition, although the protester focuses on the number of strengths its proposal received, the solicitation did not require the agency to assign a rating of outstanding, or even of good, when a proposal contained multiple strengths. We find that the record supports the reasonableness of the agency's assignment of ratings under each technical factor and subfactor, except with respect to the one non-prejudicial error discussed above. On this record, we find no basis to sustain the protest.

Evaluation of Booz Allen's Technical Proposal

Next, Peraton contends that the Army unreasonably assigned multiple strengths to Booz Allen's proposal for the same feature. Specifically, the protester argues that the agency assigned two significant strengths and three strengths to the awardee's technical proposal based on misperceived benefits relating to Booz Allen's proposed [DELETED]. Comments and 2nd Supp. Protest at 34-35; Protester's Supp. Comments at 29-31. The protester also asserts that the [DELETED] was nothing more than a "cleverly branded" approach to updating the agency leadership about progress on strategic goals and objectives, which all offerors were already required to provide. Comments and 2nd Supp. Protest at 34-35. Peraton argues that it was improper for the

agency to assign even one strength--much less multiple, duplicative strengths--for this one feature of the awardee's proposal. *Id.* at 36; Protester's Supp. Comments at 29-31; Protester's Resp. to Supp. Agency Brief at 2-4. The agency responds that each of the strengths was reasonably assigned because each one was based on a unique benefit of the awardee's [DELETED] approach as applied to different PWS requirements. Supp. COS/MOL at 16-18; Supp. Agency Brief at 1-7.

As noted above, an agency's judgment of whether to assess 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 or inconsistent with the applicable evaluation criteria. *SMS Data Products Group, Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 6. Further, whether the agency counted the benefits of each offeror's approach as multiple aspects of a single strength, or as separate stand-alone strengths is not the operative concern; rather, the relevant inquiry is the reasonableness of the substantive evaluation findings. *EM Key Sols, Inc.*, B-420221, B-420221.2, Jan. 10, 2022, 2022 CPD ¶ 68 at 6; *Agile-Bot II, LLC*, B-419350.3, B-419350.4, June 16, 2021, 2021 CPD ¶ 231 at 9.

Our review of the record shows that Booz Allen incorporated the proposed role of the [DELETED] throughout its technical proposal under each subfactor and factor. See *generally*, AR, Tab 54a, Booz Allen Technical & Management Approach Proposal; AR, Tab 55, Booz Allen Technical Sample Tasks Proposal. The record also shows that the agency assigned a total of two significant strengths and three strengths relating to Booz Allen's [DELETED] approach. AR, Tab 28, Booz Allen Technical Evaluation at 9-14, 24. Under the technical and management approach factor, two significant strengths were assigned under the service engineering and operations subfactor and one strength under the program management and quality programs subfactor. *Id.* at 9-14. Under the technical sample tasks factor, two strengths relating to the [DELETED] were assigned under the combined results subfactor. *Id.* at 24. While all five strengths were attributed to some aspect of the awardee's proposal of the [DELETED], the record supports the agency's position that each strength was assigned for a different benefit that the evaluators found in the awardee's approach which met or exceeded a specific evaluation criterion. See *id.*

For example, under the service engineering and operations subfactor, the agency assigned one significant strength for the awardee's proposal to have the [DELETED] "evaluate[] [DELETED] and advise[] on improvements" under the third key point on managing resources. *Id.* at 9. Noting that the agency currently conducts only quarterly strategic reviews, the evaluators found that Booz Allen's proposal to [DELETED] would allow the agency to "better assess execution of strategic priorities, make timely adjustments to that work, and meet Government strategic objectives." *Id.* Under the key point's requirement for offerors to "fully demonstrate [the] process of managing resources" and explain the "ability to provide feedback ensuring the best use of available resources," the evaluators found that the awardee's approach to strategic review would increase efficiency and maximize the use of available resources, which warranted a significant strength. *Id.*; AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria

at 4. On this record, we find the evaluator's assessment to be consistent with the evaluation criteria and reasonable.

As another example, the second significant strength was assigned under the subfactor's fourth key point (covering continuous improvement) for the proposed role of the [DELETED] in ensuring continuous strategic improvement by providing "[DELETED] to advise RFL senior leaders on [DELETED]." AR, Tab 28, Booz Allen Technical Evaluation at 9. Under this key point, proposals were to be evaluated on the extent to which the offeror's "methods comply with and provide[] for continuous improvement and efficiencies in the engineering processes." AR, Tab 4e, RFTOP attach. 5, Evaluation Criteria at 4. The evaluators reasonably found that the awardee's proposed "[p]articipation of the described [DELETED] technical resources with greater [DELETED]" enabled the agency to "conduct better long-term planning and efficiencies to improve PDE business and technical services." AR, Tab 28, Booz Allen Technical Evaluation at 9.

While not separately discussed here, we find that the record also supports the agency's position that the remaining three strengths featuring the [DELETED] were each assigned based on a separate and unique benefit that the evaluators identified in the awardee's approach that addressed a specific key point or requirement under the corresponding factor and subfactor. See AR, Tab 28, Booz Allen Technical Evaluation at 14, 24. Notwithstanding the role of the [DELETED] in each of these strengths, the agency has reasonably shown that the assigned strengths reflect different beneficial aspects of Booz Allen's proposed use of the [DELETED] to meet various requirements. On this record, we find no basis to object to the multiple strengths assigned to the awardee's proposed approach related to the [DELETED].

Source Selection Decision

Finally, the protester argues that the selection decision was flawed because of the above alleged errors in the technical evaluation and because the agency unreasonably identified the awardee's proposed [DELETED] as a discriminator. Protest at 54-56; Comments and 2nd Supp. Protest at 38. The agency contends that its selection decision was reasonable because the underlying evaluation was reasonable and the agency reasonably found [DELETED] to be a discriminator. COS/MOL at 31.

Source selection officials have broad discretion to determine the manner and extent to which they will make use of evaluation results and must use their own judgment to determine what the underlying differences between proposals might mean for the successful performance of the contract. *Concurrent Techs. Corp.*, B-415513, B-415513.2, Jan. 18, 2018, 2018 CPD ¶ 59 at 11; *Applied Physical Scis. Corp.*, B-406167, Feb. 23, 2012, 2012 CPD ¶ 102 at 6. An agency may properly consider specific advantages that make one proposal more valuable than another. *Wisconsin Physicians Serv. Ins. Corp.*, B-401068.14, B-401068.15, Jan. 16, 2013, 2013 CPD ¶ 34 at 10. In this regard, a single advantage may properly be relied upon as a key discriminator for purposes of a source selection decision. *Id.*; *DPK Consulting*,

B-404042, B-404042.2, Dec. 29, 2010, 2011 CPD ¶ 12 at 13. Further, where, as here, the highest-rated proposal also offers the lowest-price, a tradeoff is not necessary. *ICON Gov't & Pub. Health Sols., Inc.*, B-419751, July 2, 2021, 2021 CPD ¶ 238 at 11; *Arctic Slope Mission Servs. LLC*, B-417244, Apr. 8, 2019, 2019 CPD ¶ 140 at 11.

As discussed above, we find no reason to object to the agency's technical evaluations. Accordingly, we find to be reasonable the source selection authority's reliance on those evaluations in making the source selection decision.

The record further shows that the source selection authority reasonably conducted a comparative assessment of proposals under each of the technical factors and subfactors and adequately documented its rationale for finding Booz Allen's proposal to be technically superior. AR, Tab 30, TODD at 4-9. Moreover, we find nothing objectionable in the source selection authority's reliance on the multiple strengths assessed for Booz Allen's [DELETED] approach as a key discriminator between the offerors' technical proposals. In any event, because the agency reasonably evaluated Booz Allen's proposal as both technically higher-rated and lower-priced by "nearly \$12.4 [million] less than Peraton's," a tradeoff between the two proposals was not necessary. *Id.* at 9; see *ICON Gov't & Pub. Health Sols., Inc.*, *supra*. Therefore, we find nothing objectionable in the agency's selection of Booz Allen's proposal for award.

The protest is denied.

Edda Emmanuelli Perez
General Counsel