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Decision

Matter of: Academy Leadership, LLC

File: B-419705.3; B-419705.4

Date: April 13, 2022

Joseph R. Berger, Esq., Thomas O. Mason, Esq., and Francis E. Purcell, Jr., Esq., Thompson Hine LLP, for the protester.
Alan Grayson, Esq., for Gettysburg Addresses, Inc., the intervenor.
Javier A. Farfan, Esq., Department of Homeland Security, for the agency.
Hannah G. Barnes, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's technical evaluation is denied where the awardee's proposal compared favorably to the protester's because the two proposals were different, not because they were evaluated disparately; and where the agency reasonably found that although the protester resolved the weaknesses identified in its proposal, the awardee's proposal was still superior.
 2. Protest challenging the agency's past performance evaluation is denied where the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria and where the agency properly considered past performance in the best-value tradeoff decision.
 3. Protest that the agency unreasonably considered the substance of answers given during sample training presentations is denied where the agency evaluated proposals in accordance with the terms of the solicitation.
 4. Protest challenging the agency's best-value tradeoff analysis is denied where the record reflects that the agency's source selection rationale was consistent with the stated evaluation criteria.
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DECISION

Academy Leadership, LLC, of Juno Beach, Florida, protests the award of a contract to Gettysburg Addresses, Inc. d/b/a The Lincoln Leadership Institute (Lincoln), under request for proposals (RFP) No. 70CMSD21R00000001, issued by the Department of

Homeland Security, United States Immigration and Customs Enforcement (ICE), for leadership-focused training. The protester challenges the agency's best-value tradeoff decision, as well as various aspects of the agency's technical evaluation; asserts that its proposal should have received a higher confidence rating under the past performance factor; and contends that the agency unreasonably evaluated both the protester's and awardee's sample training presentations.

We deny the protest.

BACKGROUND

The solicitation was issued on October 29, 2020, as a total small business set-aside, under the simplified acquisition procedures of Federal Acquisition Regulation (FAR) subpart 13.5. The solicitation contemplated the award of a single fixed-price indefinite-delivery, indefinite-quantity contract with a 1-year base period of performance and four option years, for leadership-focused Gettysburg staff rides designed for ICE employees.¹ AR, Tab 2, RFP at 1. Award was to be made on a best-value tradeoff basis considering the following evaluation factors, listed in descending order of importance: technical capability, sample training presentation, past performance, and price. *Id.* The non-price factors, when combined, were significantly more important than price. *Id.* at 4. The RFP advised that if two or more proposals were equivalent in non-price factors, "award will be made to the lower priced proposal." *Id.* The RFP stated that the agency reserved the right to hold discussions if the contracting officer deemed it necessary. *Id.* at 7.

As relevant here, the technical capability factor was comprised of two elements: (1) technical approach/logistical capabilities and (2) staffing. RFP at 5. The first element had three functional areas: planning; execution; and logistics and project management. *Id.* Neither the sub-elements nor the functional areas would receive individual ratings; only one overall confidence rating would be assigned to proposals under the technical capability evaluation factor. *Id.* Under the past performance factor, the solicitation required offerors to identify up to three recent contracts "of similar size, scope, and complexity to this requirement," with recency being defined as projects "started or completed within three years from the date of solicitation issuance." *Id.* at 6.

¹ The requirement is to provide a formal historic battlefield (Gettysburg) staff ride program focused on leadership development, strategic thinking, change management, and ethics leadership training. Agency Report (AR), Tab 4, Statement of Work (SOW) at 1. The training requires the expertise of licensed battlefield guides capable of blending the history surrounding the Gettysburg National Park with relevant leadership-based competencies to further the development of ICE supervisors, managers, and executive staff. RFP at 1. The contractor is required to provide multiple course formats (e.g., a 1-day course, a 3-day course, and a virtual course), as well as provide for lodging, training facilities, and transportation to and from Gettysburg. SOW at 1-2.

The evaluation was to be conducted in two phases using what the agency terms an “advisory down-select” process. RFP at 1. In the first phase, offerors were evaluated under the technical capability, past performance, and price factors, to be followed by the agency’s issuance of an “advisory notification.” *Id.* at 3. The advisory notification process was intended to minimize proposal development costs for offerors with little chance of receiving an award by informing those offerors whose proposals were not among the most highly rated or whose prices were unreasonable that they could elect to participate in phase two, but were unlikely to be viable competitors. *Id.* The most highly rated offerors would be advised to proceed to the second phase, during which offerors would provide their sample training presentations. *Id.*

On December 22, 2020, the agency notified three offerors, including Academy and Lincoln, that they were among the most highly rated offerors and were selected to participate in phase two. Contracting Officer’s Statement (COS) at 5. A technical evaluation team evaluated the proposals, and on March 16, 2021, ICE made an initial award to Lincoln. *Id.* On March 26, Academy filed a protest with our Office challenging the award to Lincoln. Thereafter, the agency notified our Office of its intent to take corrective action. Based on the agency’s intent to reevaluate proposals and make a new selection decision, we dismissed the protest as academic. *Academy Leadership, LLC*, B-419705, Apr. 12, 2021 (unpublished decision). On June 16, ICE again made award to Lincoln and notified Academy of the award decision that same day. COS at 5. On June 22, Academy filed a protest with our Office challenging the award. *Id.* at 6. We sustained the protest on the basis that the agency did not conduct meaningful discussions with the protester. *Academy Leadership, LLC*, B-419705.2, Sept. 30, 2021, 2021 CPD ¶ 333 at 11.

On November 16, ICE opened discussions by sending discussion letters and an amended RFP to the three phase-two offerors. COS at 6. The discussion letters permitted all three offerors to revise their proposals by addressing the technical capability factor, the sample training presentation, and price. *Id.* The letters advised that offerors would not be permitted to give a new presentation, but that they could provide a written description of proposed presentation changes. AR, Tab 6, Discussions Letter at 3. The discussion letters also provided offerors with a list of weaknesses² in their proposals. *Id.* As relevant here, Academy’s weaknesses under the technical capability factor included the following:

Academy did not address Executive Core Qualifications (ECQs) as required in the SOW, Section 9.0. . . . Academy did not explain how they will integrate historical events and figures as described in Tasks Sections 4.10 and 4.11 of the SOW with the key competencies of

² At various points throughout its evaluation, the agency interchangeably used the terms “weakness” and “lowers expectations of success.” In the most recent agency report, ICE agreed to use the term “weakness” for ease of reading. Memorandum of Law (MOL) at 12 n. 9.

SOW 4.2. . . . Academy’s course syllabi do not address the key competencies in SOW Section 4.2 nor the ECQs referenced in Section 9.0^[3]. . . Academy does not provide sufficient detail demonstrating their ability to manage group transportation, lodging, and meals as outlined in the RFP Volume I, Technical Approach/Logistical Capabilities Section.

COS at 6.

The agency identified one weakness for Academy under the sample training presentation factor: “Academy did not address the key competencies as referenced in the SOW Section 4.2 or ECQs referenced in 9.0.” *Id.* at 7.

Following the agency’s reevaluation, the proposals of the two offerors were subsequently evaluated as follows:⁴

	Academy	Lincoln
Technical Capability	Some Confidence	High Confidence
Sample Training Presentation	Some Confidence	High Confidence
Past Performance	Some Confidence	Some Confidence
Total Evaluated Price	\$3,186,600	\$4,469,450

AR, Tab 8, Award Decision at 11.

The contracting officer, who was the source selection authority (SSA) for the procurement, compared the proposals and found that while Lincoln’s price was higher than Academy’s price, Lincoln’s proposal was significantly superior under the two most heavily weighted factors: technical capability and sample training presentation. *Id.* at 12. The SSA found that Academy “inspired some level of confidence in [its ability] to meet performance requirements,” but sometimes demonstrated a “cursory understanding” of the solicitation requirements. *Id.* The SSA ultimately concluded that the benefits offered by Lincoln’s higher-rated proposal warranted the 40 percent price premium over Academy’s proposal, and the agency again selected Lincoln for award.

³ Section 4.2 of the SOW required that the contractor “relate key competencies in political savvy, influencing, negotiating, and strategic thinking lessons learned from [historic Civil War battles] to the challenges ICE first-line supervisors may deal with in today’s environment and society view of the ICE mission.” SOW at 3. Section 9.0 required the “[c]ontractor [to] base all curricul[a] on the Office of Personnel Management [] Senior Executive Core Qualifications.” *Id.* at 5.

⁴ Confidence ratings were determined by assessing whether areas in an offeror’s proposal raised or lowered expectations of success. AR, Tab 8, Award Decision at 3. The available confidence ratings for the non-price factors were high confidence, some confidence, and low confidence. RFP at 2.

Id. at 12-13. On January 7, 2022, Academy was notified that it was not selected and was provided a verbal explanation for its non-selection on January 13. COS at 10. On January 18, this protest followed.

DISCUSSION

Academy challenges the agency's evaluation of three of the four evaluation factors: technical capability, past performance, and the sample training presentation. The protester challenges various aspects of the agency's technical evaluation, arguing that the agency unreasonably evaluated the protester's proposal and disparately evaluated the awardee's and protester's proposals. With respect to the past performance factor, the protester asserts that its proposal should have received the highest confidence rating. Academy also contends that the agency unreasonably evaluated both the protester's and awardee's sample training presentations, particularly when it assessed strengths in the awardee's presentation that, according to the protester, were not merited. Based on our review, we find no basis to sustain Academy's protest.⁵

Technical Proposal Evaluation

The protester asserts that in the verbal debriefing, the agency told Academy that Lincoln's proposal included a superior description of logistics capability. Protest at 26. The protester contends that its proposal sufficiently addressed logistics. *Id.* at 22. To the extent that the agency noted a weakness in the way the proposal addressed logistics, Academy argues that the agency's evaluation is unreasonable and inconsistent, as the agency expressed confidence in Academy's ability to "mitigate risks related to unforeseen circumstances" in a debriefing that was given following a prior award decision. See *Academy Leadership, LLC*, B-419705.2, Sept. 30, 2021, 2021 CPD ¶ 333. The protester expands upon this argument in its supplemental protest when it asserts that the agency unequally evaluated the proposals with respect to Academy's ability to schedule and manage group transportation, lodging, and meals,

⁵ In its various protest submissions, Academy has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not specifically address all of the protester's arguments, we have considered all of them and find that they afford no basis on which to sustain the protest. As an example, the protester argues that the agency's evaluation and award decision are undocumented, initially asserting that a verbal debriefing without written documentation is insufficient, and later, once the agency provided evaluation documents in its report, contending that such documentation was still insufficient. Protest at 13-14; Comments and Supp. Protest at 5-6, 11, 15-16. We disagree with the protester. The FAR permits verbal debriefings. FAR 15.506(b). We also note the "lesser documentation requirements for procurements conducted under simplified acquisition procedures" and the FAR part 13 guidance to "[k]eep documentation to a minimum" for these procurements. *Russell Enterprises of North Carolina, Inc.*, B-292320, July 17, 2003, 2003 CPD ¶ 134 at 4; FAR 13.106-3(b).

because both offerors “provided about equal detail concerning their logistical capabilities.”⁶ Comments and Supp. Protest at 12-18.

Next, the protester argues that in noting areas where Lincoln’s proposal was superior to Academy’s, the agency improperly focused on how the protester’s proposal insufficiently addressed the key competencies referenced in section 4.2 of the SOW and the ECQs referenced in section 9.0 of the SOW. Protest at 19-20; Comments and Supp. Protest at 24-27. The protester argues that the agency’s evaluation was unreasonable because, following discussions, the agency found that the protester addressed the ECQs and the key competencies, yet the award decision noted that the protester’s curriculum “provided a weak correlation between the historical battles of Gettysburg and the ECQs and key competencies requested in the SOW.” Comments and Supp. Protest at 24-25 (citing AR, Tab 8, Award Decision at 12).

The agency responds that it evaluated proposals equally and in a manner consistent with the solicitation. MOL at 11-18. ICE asserts that although it recognizes that the protester successfully addressed the weaknesses in its proposal raised during discussions, including the SOW key competencies and ECQs, and although the protester’s proposal met the minimum requirements of the solicitation, Academy’s proposal “simply stated back what the SOW required.” MOL at 30. The agency argues that the protester’s revised proposal was an improvement over its initial proposal, but did not add benefits or raise additional expectations of success. Supp. MOL at 10. In response to the protester’s argument about logistics, the agency contends that the protester mischaracterizes the proposals in trying to show that the two are equal in addressing group transportation, lodging, and meals. For example, while the protester argues that both proposals referenced an executive bus, the agency asserts that Lincoln further specified that it had “an extensive history” with “the [REDACTED] bus companies in the area” and knew “[REDACTED] on a first name basis.” Supp. MOL at 8 (citing AR, Tab 12, Lincoln Revised Proposal at 5). In contrast, Academy’s proposal simply stated that it would “provide an [REDACTED] Bus for transportation.” *Id.* The agency contends that it reasonably criticized the protester’s proposal for its lack of detail in comparison to the awardee’s proposal. *Id.* at 8-9.

When using simplified acquisition procedures, an agency must conduct the procurement consistent with a concern for fair and equitable competition and must evaluate quotations in accordance with the terms of the solicitation. *DeWitt and Co., Inc.*, B-417194, Mar. 25, 2019, 2019 CPD ¶ 126 at 3. In reviewing protests of an allegedly improper simplified acquisition evaluation, our Office examines the record to determine whether the agency met this standard and exercised its discretion reasonably. *Wellspring Worldwide, Inc.*, B-417282.2 *et al.*, Dec. 20, 2019, 2020 CPD ¶ 10 at 4. The

⁶ Although, as previously stated, we will not specifically address all of the protester’s arguments, this particular protest ground is representative of a wider variety of disparate treatment arguments. Notably, the protester argues that Academy’s and Lincoln’s proposals were “substantially indistinguishable.” Comments and Supp. Protest at 23-29; Supp. Comments at 2.

fact that the protester disagrees with the agency's evaluation, by itself, is not sufficient to sustain the protest. *Regency Inn & Suites*, B-411066.2, May 8, 2015, 2015 CPD ¶ 154 at 4. Further, where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in rating did not stem from differences between the proposals. *PTSI Managed Servs., Inc.*, B-411412, July 20, 2015, 2015 CPD ¶ 236 at 6.

Here, the agency has shown that its technical evaluation was reasonable. The protester, in essence, argues that because the agency noted as positive a revision in its proposal's approach to one area of logistics--Academy's ability to mitigate risks related to unforeseen circumstances--the agency cannot also criticize a different aspect of the proposal's approach to logistics. The protester characterizes this aspect of the evaluation as "internally inconsistent." Protest at 22. We do not find this argument persuasive. Evaluators may identify positive aspects of a proposal's approach with regard to a specific factor, and this does not preclude them from identifying different, negative aspects to that same approach. See *Leidos Innovations Corp.*, B-415514 *et al.*, Jan. 18, 2018, 2018 CPD ¶ 88 at 15. We note the agency's argument that although the evaluators positively noted Academy's ability to mitigate logistical risks, they "did not state. . . [any] confidence in Academy's ability to manage **all** logistics." MOL at 31. As such, the protester's disagreement is insufficient to establish that the agency's evaluation was unreasonable.

We also agree with the agency's contention that the protester mischaracterizes the proposals in trying to show that the two are equal in addressing group transportation, lodging, and meals. In this regard, the record shows that the protester's proposal referred to an executive bus that it would provide for transportation, stated that Academy would "coordinate each group's registration at the Wyndham Gettysburg," and confirmed that the protester would "provide program materials" and "reserve meeting rooms." AR, Tab 9, Academy's Revised Proposal at 10. In comparison, the record shows that the awardee's proposal went into more detail when it explained that Lincoln had "worked with the [REDACTED] in Gettysburg over [REDACTED] times since it opened"; when it provided a back-up plan consisting of [REDACTED] other hotels in the area "with which [Lincoln has] similarly excellent working and personal relationships"; when it detailed its "extensive history" with "the [REDACTED] bus companies in the area for battlefield transportation"; and when it stated that in addition to reserving meeting rooms at the specified hotel, it could also provide [REDACTED]. AR, Tab 12, Lincoln Revised Proposal at 5. In short, the record shows clear differences in the level of detail between the two proposals. As the differences in ratings between the protester's and awardee's technical proposals stem from differences between the two proposals, Academy has failed to demonstrate unequal treatment.

With regard to the SOW key competencies and ECQs, the protester argues that because it successfully addressed any weaknesses identified during discussions, the agency's identification of unfavorable aspects of Academy's technical proposal in the reevaluation is unreasonable. See Comments and Supp. Protest at 24-25. We find persuasive the agency's response, acknowledging that Academy addressed those

weaknesses in its proposal, yet concluding that the revised proposal did not raise the agency's expectation of success. Supp. MOL at 10. Agency evaluators are required to comparatively assess proposals against the solicitation's evaluation criteria.

FAR 15.308. The agency's conclusion that the awardee's proposal compared more favorably to the protester's in its ability to tie the SOW key competencies and ECQs to the course curriculum is not unreasonable. See *Connected Global Solutions, LLC*, B-418266.10, B-418266.12, Mar. 3, 2022, 2022 CPD ¶ 74 at 12.

Past Performance

In its supplemental protest, Academy argues that the agency "did not properly consider Academy's superior [p]ast [p]erformance" and complains that the agency did not consider past performance in its tradeoff analysis at all. Comments & Supp. Protest at 7-8. The protester argues that because it had three recent past performance references, all of whom responded to the agency via email or phone with favorable comments, and because the awardee had two recent past performance references, neither of which responded via email or phone, Academy's proposal should have received a higher confidence rating than Lincoln's proposal. *Id.* at 8. The protester argues that the record "demonstrates no comparative examination of the underlying strengths and weaknesses of the offerors' respective past performance records." Supp. Comments at 5.

The agency responds that the solicitation stated that the agency would consider up to three past performance references and asserts that the solicitation did not require responses from references. Supp. MOL at 3-4; RFP at 2-3. The agency argues that both offerors were evaluated in accordance with the solicitation criteria, taking into account the recency, size, scope, and complexity of each past performance reference; and both proposals received a past performance rating of "some confidence." Supp. MOL at 3-4. The agency also asserts that the tradeoff decision did not hinge on past performance and that the award decision does mention all factors, including past performance. *Id.* at 5.

Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. See *RELYANT Global, LLC*, B-413741, Nov. 21, 2016, 2016 CPD ¶ 338 at 4. A protester's disagreement with the agency's evaluation judgments concerning the merits of past performance does not establish that the evaluation was unreasonable. *Id.*

Here, the protester has not shown that the agency's past performance evaluation was unreasonable. The record shows that the award decision takes into account past performance and that the agency evaluated past performance in accordance with the

evaluation criteria.⁷ AR, Tab 8, Award Decision at 9; Supp. MOL at 3-5. Although the protester suggests that the agency relied on a mechanical application of evaluation ratings, the record shows otherwise, whereas the protester's own argument suggests a mechanical approach by insisting that three references with responses are necessarily superior to Lincoln's two references. Supp. Comments at 3-7; see Comments and Supp. Protest at 10. The protester's disagreement does not make the agency's judgment unreasonable.

Sample Training Presentation

In its supplemental protest, Academy argues that the agency "exaggerated the difference" in its evaluation between the protester's and awardee's sample training presentations.⁸ Specifically, the protester argues that Lincoln should not have received credit for the substance of its answers given during the presentation, as the solicitation provided that any questions asked by the contracting officer would be "for clarification purposes." Comments and Supp. Protest at 18; RFP at 3. Academy asserts that without the strengths assessed for the substance of the awardee's answers, the agency could have reasonably evaluated the presentations as "about equal," since the remaining comments in the technical evaluation team's consensus reports showed "four items that raised expectations of success" for both Academy and Lincoln. *Id.* at 19.

⁷ The technical evaluation team evaluated the past performance of both offerors for recency; size, relative to the procurement at issue; scope of performance; and complexity. Supp. MOL at 3-5. In accordance with the solicitation, the evaluators also considered the quality of service, contract performance, and timeliness of performance provided. *Id.* at 3; RFP at 2. For example, the evaluators noted that one of Lincoln's past performance references "shows a 100% satisfaction rate for staff ride participants," while one of Academy's references "describes the offeror's performance as high-quality." Supp. MOL at 4-5.

⁸ The protester also argues that the agency failed to hold meaningful discussions because Academy was not provided the chance to give a new presentation, asserting that it should have been permitted to do so because during the verbal debriefing, the agency stated that the awardee's presentation was more "engaging" and had "more production value." Protest at 24. To be meaningful, discussions must identify deficiencies and significant weaknesses in an offeror's proposal that could reasonably be addressed so as to materially enhance the offeror's potential for receiving award. See *Shearwater Mission Support, LLC*, B-416717, Nov. 20, 2018, 2018 CPD ¶ 402 at 7. The record shows that the agency did not identify a weakness pertaining to Academy's actual presentation during discussions; rather, the only weakness identified was brought to Academy's attention during discussions and was remedied through a written submission. MOL at 32-33. The fact that the agency highlighted an area in which the awardee's presentation excelled does not translate to a weakness assigned to Academy's proposal. We find that discussions were meaningful.

The agency responds that the situational or technical questions asked during the presentation “would obviously need to have substance to be meaningful.” Supp. MOL at 9. The agency also asserts that the solicitation made clear that these questions were “intended to garner responses to real situations that the [o]fferors may experience when training law enforcement agencies.” *Id.*

When using simplified acquisition procedures, an agency must conduct the procurement consistent with a concern for fair and equitable competition and must evaluate quotations in accordance with the terms of the solicitation. *DeWitt and Co., Inc., supra.* The fact that the protester disagrees with the agency’s evaluation, by itself, is not sufficient to sustain the protest. *Regency Inn & Suites, supra.*

Here, we agree with the agency that it exercised its discretion reasonably in evaluating the sample training presentations. The solicitation advised that presentations would be rated based on three factors, one of which was the “ability to answer questions directed by the [c]ontracting [o]fficer,” questions which intentionally would not be provided ahead of time. RFP at 3. It logically follows that the content of the answers provided would be an important aspect of the presentation. To assert the substance of the answer does not and should not matter suggests that a presenter who gave a nonsensical response to a question should be rated just as well as a presenter who provided an entirely appropriate answer to the evaluators’ question. Just as the responsibility for submitting a well-written proposal with adequately-detailed information falls squarely on the offeror, the responsibility for providing a thorough, persuasive response to agency questions as part of an oral presentation falls on the offeror. *Leidos Innovations Corp., supra* at 19. Ultimately, the protester has not shown that the agency’s evaluation of the sample training presentations was unreasonable.

Award Decision

Finally, the protester challenges the agency’s best-value determination, arguing that the tradeoff decision was inconsistent with the solicitation’s evaluation criteria. Protest at 13; 25-27. Specifically, the protester argues that when Academy revised its proposal following discussions, and the agency stated that the protester had addressed the weaknesses in its proposal, the “ratings of the non-price factors should have become more equal,” so that price should have become the determinative factor. *Id.* at 13. Ultimately, the protester contends that the awardee’s 40 percent price premium renders the agency’s award decision unreasonable and inconsistent with the terms of the solicitation. Protest at 25.

The agency responds that, even though Academy resolved the weaknesses in its proposal, the two proposals were rated differently for a reason: the evaluators determined that Lincoln’s technically superior proposal offered a significant advantage by displaying a clearer understanding of leadership development goals and the agency’s mission and key competencies. MOL at 18. The agency further argues that price was the least important factor here. *Id.*

Agency officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; price/technical tradeoffs may be made, and the extent to which one is sacrificed for the other is governed by the test of rationality and consistency with the established factors. *Gulf Civilization Gen. Trading & Contracting Co.*, B-417586, Aug. 23, 2019, 2019 CPD ¶ 300 at 8-9.

We find that the agency properly exercised its discretion in conducting the tradeoff analysis and making the award decision. The solicitation lists price as the least important evaluation factor and advises that “[i]n the event two or more proposals are determined to be equivalent in non-price factors, award will be made to the lower priced proposal.” RFP at 4. As discussed above, Lincoln’s proposal was reasonably rated more highly than Academy’s proposal under the technical and sample training presentation factors. Further, the record shows that while Academy’s proposal “simply met the requirement,” evaluators found areas in Lincoln’s proposal that “provided a higher level of confidence.” MOL at 20-21. Despite the protester’s disagreement, we have no basis to question the reasonableness of the agency’s tradeoff decision.

The protest is denied.

Edda Emmanuelli Perez
General Counsel