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Decision

Matter of: Patrona Corporation

File: B-423282

Date: April 18, 2025

Ambika J. Biggs, Esq., William L. Walsh, Jr., Esq., and Allison P. Klena, Esq., Hirschler Fleischer, P.C., for the protester.

Todd W. Muse, Esq., Denny Phane, Esq., Department of the Navy, for the agency.

Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest alleging that agency unreasonably evaluated protester's technical proposal and past performance is denied where the record demonstrates that the evaluation was reasonable and consistent with the solicitation.

DECISION

Patrona Corporation, a small business of Washington, District of Columbia, protests the issuance of a task order to KMS Solutions, LLC (KMS), a small business of Alexandria, Virginia, under request for proposals No. N6660424R3003 (RFP), issued by the Department of the Navy, Naval Sea Systems (NAVSEA) Command, for nuclear submarine maintenance support services. Patrona argues that the agency's evaluation of Patrona's proposal and source selection decision were unreasonable.

We deny the protest.

BACKGROUND

On January 12, 2024, the agency, using the procedures of Federal Acquisition Regulation subpart 16.5, issued the solicitation as a small business set-aside to holders of the Navy's Seaport Next Generation multiple-award, indefinite-delivery, indefinite

quantity (IDIQ) contract. Agency Report (AR), Exh. 2, RFP at 9-10, 113;¹ Contracting Officer Statement (COS) at 1.

The solicitation sought proposals to provide nuclear submarine maintenance support services for the Submarine Maintenance Engineering, Planning and Procurement (SUBMEPP) activity, which is an independent field activity organized under the NAVSEA Command. RFP at 9. SUBMEPP's mission is to keep assigned Naval ships and submersibles safe, reliable, and affordable through the use of its engineered life cycle maintenance and modernization products and services. *Id.* The solicitation sought support services to SUBMEPP in the areas of administration, program management, and engineering and logistics programs associated with life cycle maintenance, modernization, and modification of Naval ships, unique platforms, new construction units, and support facilities. *Id.* at 10.

The solicitation contemplated the issuance of a single, cost-plus-fixed-fee and cost-reimbursable task order with a 1-year base period and four 1-year option periods. RFP at 5-6, 113; COS at 3. Award was to be made on a best-value tradeoff basis, considering the following factors: (1) technical; (2) past performance; and (3) cost. RFP at 114. The technical factor was more important than past performance, and the two non-cost factors, when combined, were significantly more important than the cost factor. *Id.* The technical factor comprised three subfactors: (a) technical approach; (b) management approach; and (c) personnel approach. *Id.* The solicitation established that technical approach was the most important subfactor within the technical factor, with management approach and personnel approach of equal importance. *Id.* For the technical factor, and each of the subfactors, the agency would assign proposals an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 114-115.

As relevant here, for the personnel approach subfactor, the solicitation outlined that the agency would evaluate: (1) a staffing plan; and (2) key personnel. In this regard, the solicitation instructed offerors to submit (1) a staffing plan and labor matrix that identified all non-key personnel and key personnel; and (2) resumes demonstrating specific individual qualifications for each of the nine positions the solicitation identified as key personnel. *Id.* at 105-106, 114; AR, Exh. 2, RFP attach. 6.2, Personnel Qualifications at 1-6. The RFP provided that the Navy would "evaluate the extent to which the staffing plan addresses the labor hours identified in Section B [of the RFP] and proposed personnel are able to perform all aspects of the [performance work statement (PWS)/statement of work (SOW)]." RFP at 114. The solicitation also stated that the agency would "evaluate the extent to which the proposal demonstrates a staffing plan and key personnel that are qualified, experienced, and suitable for performing the requirements." *Id.*

¹ All citations are to the Adobe PDF page numbers of the documents referenced in this decision, unless otherwise paginated.

For the key personnel submission, the solicitation instructed offerors to provide one resume for each of the nine positions identified as “key personnel.” *Id.* at 106. In this regard, resumes for key personnel were to be submitted in accordance with the format and instructions in RFP attachment 6.2 to include the “employee name, number of years of professional experience, current position/title/employer, educational history, chronology of professional experience, [and] current level of security experience.” RFP attach. 6.2 at 6. RFP attachment 6.2 also included the following note: “Resumes are not required for Non-Key Personnel. Resumes submitted for Non-Key Personnel, apart from that of the [senior technical representative], will not be evaluated.” *Id.*

For past performance, the agency would assess the recency, relevancy, and quality of performance of submitted references. RFP at 115. For each past performance reference, the agency would first assign a rating of very relevant, relevant, somewhat relevant or not relevant. *Id.* The agency would then assess the overall quality of the record of past performance and assign a performance confidence rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence or no confidence. *Id.* at 115-116. As relevant here, the solicitation explained that the agency would evaluate “all past performance information collected and determine the quality of the Offeror’s performance, general trends, and usefulness of the information and incorporate these into the assignment of a performance confidence assessment rating.” *Id.* More relevant past performance would “have more influence on the past performance confidence assessment than past performance of lesser relevance.” *Id.* at 116.

The task order would be issued to the responsible offeror whose proposal “demonstrates the best value to the Government based on the evaluation factors.” *Id.* at 112-113. The solicitation explained that a tradeoff analysis might be used when it was in the best interest of the government, and if one offeror had a better technical capability and a higher total evaluated cost, the agency would “decide whether the difference in technical capability [was] worth the difference in price.” *Id.* at 114.

The Navy received three proposals, including proposals from Patrona and KMS. COS at 2. The agency’s evaluators assessed the proposals of Patrona, the incumbent contractor, and KMS as follows:

	KMS	Patrona
Technical	Good	Acceptable
Technical Approach	Outstanding	Good
Management Approach	Good	Acceptable
Personnel Approach	Acceptable	Acceptable
Past Performance	Substantial Confidence	Satisfactory Confidence
Total Evaluated Cost	\$62,312,331	\$57,729,578

AR, Exh. 4, Source Selection Evaluation Board (SSEB) Report at 3; AR, Exh. 6, Source Selection Decision Document (SSDD) at 4. The evaluators assigned Patrona's proposal a single strength under the technical approach subfactor, and no weaknesses, significant weaknesses, or deficiencies. AR, Exh. 4, SSEB Report at 16. No other strengths were identified in Patrona's proposal. *Id.* The evaluators assigned KMS's proposal two strengths under the technical approach subfactor and a single strength under the management approach subfactor, with no identified weaknesses, significant weaknesses, or deficiencies. *Id.* at 3.

The evaluators presented a source selection recommendation document to the source selection authority (SSA) that provided the evaluators' analysis and recommended issuing the task order to KMS. AR, Exh. 5, Source Selection Recommendation Document (SSRD) at 8. After reviewing this recommendation and all findings of the evaluators, the SSA determined that award to KMS represented the best overall value. COS at 18; AR, Exh. 6, SSDD at 7-8. Specifically, the SSA determined that, after taking into consideration the relative importance of the technical approach and management approach subfactors, KMS's proposal was superior to Patrona's under the technical factor. *Id.* at 7. In addition, the SSA determined that KMS's record of past performance was superior to Patrona's. *Id.* In sum, the SSA concluded that the technical superiority represented by KMS's proposal was worth the cost premium as compared to Patrona's lower-cost, lower-rated proposal. *Id.* at 8. As a result, the Navy determined that the proposal submitted by KMS represented the best value to the government. *Id.*

On December 31, the Navy issued the task order to KMS. COS at 18. After Patrona requested and received a debriefing, it filed this protest.²

DISCUSSION

The protester challenges the Navy's evaluation of Patrona's proposal under the past performance and technical factors, including challenges under the technical approach, management approach, and personnel approach subfactors. Patrona asserts that, because of these evaluation errors, the agency's best-value tradeoff was flawed. We have fully considered all of Patrona's arguments, and while we do not specifically address every argument made, we find that none provides a basis on which to sustain the protest.

Technical Factor Evaluation

Patrona raises numerous challenges to the evaluation of its proposal under the solicitation's most important factor, technical. Patrona contends that the agency unreasonably evaluated Patrona's technical proposal and failed to assess strengths for

² The value of the task order is \$62,312,331 and is therefore within our jurisdiction to review protests related to the issuance of orders exceeding \$35 million under multiple-award IDIQ contracts issued under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

many allegedly advantageous features under each of the three technical subfactors. Protest at 8-13. The agency responds that its evaluation was reasonable and consistent with the terms of the solicitation. Memorandum of Law (MOL) at 3-15. The agency contends that the protester's arguments amount to disagreement with the judgment of agency evaluators and do not provide a basis to sustain the protest. *Id.*

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, 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. *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. In reviewing protests of an agency's evaluation and source selection decision in a task or delivery order competition, we do not reevaluate proposals; rather, we review 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. *Sapient Gov't Servs., Inc.*, B-412163.2, Jan. 4, 2016, 2016 CPD ¶ 11 at 4. An offeror bears the burden of submitting an adequately written proposal and runs the risk of an unfavorable evaluation when it fails to do so. *Resource Mgmt. Concepts, Inc.*, B-421320, Mar. 20, 2023, 2023 CPD ¶ 101 at 5. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

Technical Approach Subfactor

The protester first contends that the Navy overlooked multiple strengths in Patrona's proposal under the technical approach subfactor. Patrona also argues that its proposal would have earned the highest possible rating of "outstanding" under this subfactor, and a higher rating in the technical factor overall, had the Navy given Patrona's proposal proper credit. Protest at 8-9. The agency disagrees, defending its evaluation of Patrona's technical approach as reasonable and consistent with the solicitation. MOL at 3-8.

Under the technical approach subfactor, the RFP required offerors to respond to four sample problems, each of which required offerors to address various scenarios that implicate specific tasks identified in the solicitation's PWS and SOW. COS at 2; RFP at 104-105. The Navy would then evaluate the extent to which the offerors' responses to the four sample problems "demonstrates specific understanding, capability, and experience to successfully perform the requirements, and the soundness of the proposed technical approach." RFP at 114.

Patrona argues that the Navy should have awarded Patrona additional strengths for numerous aspects of the firm's responses to these four sample problems. In this regard, Patrona argues that its responses "repeatedly went above and beyond specified performance requirements," which the Navy failed to recognize. Protest at 8. Patrona cites various proposal attributes that warranted recognition as strengths by the agency but were instead "improperly discounted." *Id.* at 8-9.

The Navy responds that the evaluators reasonably determined that Patrona's proposal met, but did not exceed, solicitation requirements. MOL at 6-7. In support, the Navy provided a declaration from the SSEB chairperson explaining why each of Patrona's claimed strengths under the technical approach subfactor met, but did not exceed, solicitation requirements. AR, Exh. 10, Decl. of SSEB Chairperson at 3-5. The Navy also argues that the protester made no attempt in its protest pleadings to establish that the claimed strengths exceed specific solicitation requirements or otherwise meet the solicitation's definition of a strength.³ MOL at 4. In this regard, the Navy asserts that Patrona's protest allegations instead rely on "generalized and conclusory statements about its claimed strengths," without any explanation for how these proposal features exceed requirements or would otherwise be entitled to a strength under the solicitation. *Id.*

Our Office has explained that an agency's judgment that proposal features did not exceed the requirements of the solicitation--and thus did not warrant the assessment of unique strengths--is a matter within the agency's discretion and one that we will not disturb where 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. Further, an agency's contemporaneous evaluation record is not required to prove a negative or document all "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.

Based on our review of the record, we find no basis to object to the agency's evaluation of Patrona's proposal under this subfactor. While the protester repeatedly expresses disagreement with the agency's judgment, Patrona does not demonstrate how its responses to these four sample problems exceeded solicitation requirements or warranted additional strengths or significant strengths.

For example, sample problem No. 1 required offerors to describe the planning, development, sustainment and execution tasks necessary to return a submarine to the fleet on a limited timeline, and the solicitation identified various specific PWS/SOW tasks applicable to such a scenario. RFP at 104. The protester asserts that the agency unreasonably failed to properly credit Patrona's response to sample problem No.1 and cites Patrona's reference to "Table 5" in its proposal as evidence of "Patrona's expertise and knowledge" of maintenance methodology for various submarine systems. Protest at 8. The protester, however, provides no explanation for how the content within table 5 exceeds the solicitation requirements applicable to sample problem No. 1 or would

³ Relevant here, a strength was defined in the solicitation as "an aspect of an Offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance." RFP at 113.

otherwise merit the assignment of a strength, *see id.*, nor is an explanation readily apparent from the text of Patrona's proposal.⁴ See AR, Exh. 7.1, Patrona Technical Approach Proposal at 10. The agency responds that Patrona's response to sample problem No.1 "demonstrated that it understood the current SUBMEPP process it currently executes" but "provided no additional benefits other than what the SSEB considered the minimum required to be successful." AR, Exh. 10, Decl. SSEB Chairperson at 3. In this regard, the agency notes that Patrona's response "lacked detail" and "was written in a way that assumed the evaluation team knew the processes in which Patrona operated," which relied on the evaluators "to fill in many blanks to fully understand Patrona's responses." *Id.*

Similarly, Patrona argues that its responses to sample problems Nos. 2 and 3 identified "multiple additional resources" that "mitigate quality risk and encapsulate expertise Patrona has developed by supporting SUBMEPP since 2014."⁵ Protest at 9. Patrona asserts that the agency did not "consider[] the substantial significance of these additional documents." *Id.* Patrona also contends that it should have been awarded a strength for the "risk mitigation process" detailed in its response to sample problem No. 4.⁶ *Id.* In support of this point, Patrona explains that under the incumbent contract it has developed a virtual screening process for planned maintenance system service requests, requiring independent screening of these requests by a second technician--a feature that adds "significant value for SUBMEPP." *Id.* The agency responds that the quality control resources Patrona references under sample problems Nos. 2 and 3, are "expected of any contractor that performed [the SOW tasks associated with sample problems Nos. 2 and 3]."⁷ AR, Exh. 10, Decl. SSEB Chairperson at 4. As for Patrona's

⁴ By Patrona's own account, table 5 simply "identifies the processes and related products that address maintenance and modernization through submarine service life." See AR, Exh. 7.1, Patrona Technical Approach Proposal at 10.

⁵ Sample problem No. 2 identified specific applicable PWS/SOW sections and requested the offeror's approach to ordering and completing three tasks involving a neglected safety feature, a new maintenance documentation requirement, and a response to set of ships failure data that was transferred to the contractor in advance of a scheduled maintenance event. RFP at 104. Sample problem No. 3 also identified specific PWS/SOW tasks and requested, among other things, an equipment maintenance plan suitable for input into the Navy's planned maintenance system information system (PMSMIS). *Id.* at 104-105.

⁶ Sample problem No. 4 identified PWS/SOW task 4.7 and requested the offeror to provide submarine type commander (TYCOM) screening comments and TYCOM recommendations suitable for input into the PMSMIS database for a planned maintenance system service request. RFP at 105.

⁷ Patrona also contends that the Navy should have assigned multiple strengths, and not just a single strength, for Patrona's "internal process guides and quality control checklists" because these guides and checklists were "applicable to multiple Sample
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“risk mitigation process” justifying a strength for sample problem No. 4, the agency explains that Patrona’s risk mitigation and secondary screening processes are standard business practices and “merely ensure adequacy of work product prior to delivering the work product to the Navy.” *Id.* at 5. As such, the agency argues the risk mitigation process did not warrant the assessment of a strength. MOL at 7-8.

Based on our review of the record, we see no basis to question the Navy’s evaluation. In this regard, the protester has not demonstrated that its responses to the sample problems exceed solicitation requirements or that the agency unreasonably evaluated these aspects of Patrona’s proposal. Although Patrona may consider aspects of its technical approach to be of greater value or benefit than what the agency assessed, such disagreement, without more, does not provide a basis on which to sustain the protest. *STG, Inc., supra* at 7.

In addition, throughout its protest under this subfactor, Patrona argues that its proposal was “informed by its experience performing the very same requirements” sought here and that its proposal included “meticulous detail that demonstrated its superior knowledge of the requirements, processes, and procedures” required by the solicitation. See Protest at 8-9. Although the protester denies that it is demanding credit for its incumbent experience, see Comments at 10-11, we find that the protester’s arguments, at their core, amount to a request that our Office substitute the agency’s judgment for the protester’s on the basis that Patrona’s experience performing the incumbent contract puts the firm in a better position to determine whether its proposal exceeded the solicitation’s requirements. We decline to do so. See *Systems Implementers, Inc.; Transcend Tech. Sys., LLC*, B-418963.5 *et al.*, June 1, 2022, 2022 CPD ¶ 138 at 16 (denying contention that protester’s proposal merited assessment of multiple additional strengths for various aspects of protester’s experience where protester’s view of its experience expressed nothing more than its disagreement with the evaluators’ subjective judgments). These allegations are denied.

Management Approach Subfactor

Patrona next challenges the agency’s evaluation under the management approach subfactor. Protest at 10-11. Patrona makes two principal arguments. First, the protester argues that its “proven management approach,” and the features and benefits

Problems.” Protest at 9. The agency responds that it reasonably assigned Patrona’s proposal a single strength based on Patrona’s internal process guides and quality control checklists, in the aggregate, since they were applicable to all four sample problems. AR, Exh. 10, Decl. of SSEB Chairperson at 4. Based on our review of the record, we agree with the agency that the solicitation did not require the assignment of multiple individual strengths for repeat occurrences of a positive aspect within an offeror’s response to each sample problem. We thus deny this protest allegation.

it outlined in table 16 of its proposal, “warranted a higher rating than Acceptable.”⁸ *Id.* at 11; Comments at 15. Second, Patrona contends that the positive ratings it received on its 2023 interim Contract Performance Assessment Reporting System (CPARS) assessment, reflecting its performance on the incumbent contract, should have translated to a rating of “outstanding” under the management approach subfactor. Protest at 11. In this regard, Patrona states that its management team and proposal approach mirror the team and approach it is using under the current incumbent contract where it has been recognized with several positive CPARS assessments.⁹ *Id.*

Based on our review of the record, we find no basis to sustain Patrona’s protest. First, although Patrona cites to the features and benefits included in table 16 of its proposal to argue for a higher rating under this subfactor, Patrona does not allege that the agency failed to consider these features. Protest at 9-10. Nor does Patrona articulate how these proposal features merit the assignment of a strength or a higher adjectival rating under this subfactor. See *id.* Instead, Patrona’s protest simply re-states the content of its proposal and notes its disagreement with the agency’s evaluation conclusion, which as discussed above, does not provide a basis to sustain a protest. See *Perspecta Eng’g, Inc.*, B-420501.2, B-420501.3, Dec. 13, 2022, 2022 CPD ¶ 314 at 7.

Additionally, the agency explains that the evaluators considered the information noted in table 16 of Patrona’s proposal, such as the firm’s “experienced incumbent management team” and proposal to “maintain an effective communication plan.” See AR, Exh. 10, Decl. of SSEB Chairperson at 5-6. The agency concluded that these features and others in Patrona’s proposal “squarely met the requirements” and “aligned with standard business practices,” but did not reflect an exceptional approach or provide anticipated value to the Navy that exceeded solicitation requirements. *Id.* On this record, we see no basis to question the agency’s evaluation judgment.¹⁰

⁸ For the management approach subfactor, the solicitation instructed offerors to describe their “overall management approach including details about processes, tools, and other unique characteristics that demonstrate the ability to successfully manage this effort.” RFP at 105. In turn, the agency would “evaluate the extent to which the proposal demonstrates an effective management organization with the capability, processes, and tools to successfully perform the requirements and ensure the highest quality deliverables, communication, cost management, risk management, and subcontractor management.” *Id.* at 114. The agency’s evaluators assigned Patrona’s management approach proposal a rating of “acceptable,” noting that Patrona’s management approach “meets requirements and indicated an adequate approach and understanding of the requirements.” AR, Exh. 4, SSEB Report at 21.

⁹ Patrona notes that it received positive CPARS assessments spanning the time period between December 2020 and December 2023. Comments at 13.

¹⁰ Patrona further argues that the agency’s documentation under this subfactor is “scant,” and the protest should accordingly be sustained. Protest at 11. We disagree. Although we note that the contemporaneous evaluation record rests on conclusory

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Finally, we see no basis to find that the agency was required to align its evaluation findings under the management approach subfactor with Patrona's prior CPARS ratings on the incumbent contract. The solicitation's submission instructions for the management approach subfactor did not request past performance references, nor did the evaluation criteria apprise offerors that the agency would be assessing records of past performance when assessing proposals under the management approach subfactor. See RFP at 105, 114.

The protester essentially urges that the agency's understanding of Patrona's performance on the incumbent contract should have supplemented the Navy's evaluation of the text of Patrona's management approach proposal. We disagree. We see no requirement in the evaluation criteria that would obligate the agency to consider an offeror's prior incumbent performance--as opposed to the various descriptions of the offeror's management approach the agency requested, and committed to evaluate, under this subfactor. Additionally, while our decisions have concluded that, in some cases, past performance information in the agency's possession cannot be ignored, we have specifically declined to extend that principle to an agency's evaluation of technical proposals. See *Enterprise Sols. Realized, Inc.; Unissant, Inc.*, B-409642, B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 9. As such, we find no merit to Patrona's arguments here and accordingly deny these protest grounds.

Personnel Approach Subfactor

The protester next argues that the agency failed to evaluate Patrona's staffing plan and key personnel in accordance with the solicitation's evaluation criteria, and that had the Navy done so, the agency would have assigned Patrona's proposal several strengths and significant strengths--and the highest possible adjectival rating of "outstanding"

statements about Patrona's management approach proposal, see AR, Exh. 4, SSEB Report at 21, as noted above, the agency submitted, with the agency report, a declaration from the SSEB chairperson providing additional details supporting the evaluators' conclusions. AR, Exh. 10, Decl. of SSEB Chairperson at 5-6. While we accord greater weight to contemporaneous materials as opposed to judgments made in response to protest contentions, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *Science & Tech. Corp.*, B-420216, Jan. 3, 2022, 2022 CPD ¶ 1 at 8 n.6. Here, we find that the agency's post-protest statement fills in previously unrecorded details and provides credible explanations that are consistent with the contemporaneous record. See, e.g., AR, Exh. 10, Decl. of SSEB Chairperson at 5-6 (explaining that the evaluators considered the specific features of Patrona's management approach proposal but concluded that these features "did not provide anticipated value to the Navy beyond the requirements, such as proposing improvements to process efficiency or quality control").

under the personnel approach subfactor. Protest at 12-13. In this regard, Patrona makes two general allegations. First, Patrona argues that the agency failed to consider qualifications information for non-key personnel that Patrona included in its staffing plan. *Id.* Second, Patrona contends that the Navy did not give Patrona sufficient credit for the qualifications of the key personnel it proposed. *Id.* The agency responds that the solicitation did not obligate or permit the agency to evaluate the qualification information Patrona elected to include for its proposed non-key personnel. MOL at 10-15. In addition, the Navy argues that its evaluation of Patrona's staffing plan and key personnel was reasonable and consistent with the solicitation. *Id.* For the reasons explained below, we deny this protest ground.

By way of background, for the staffing plan submission, offerors were required to use the format provided in RFP attachment 6.1. RFP at 105; AR, Exh. 2, RFP attach. 6.1, Staffing Plan. In this regard, offerors were to provide a "complete labor matrix" that "demonstrates an appropriate mix of personnel to accomplish all tasks in the PWS/SOW." RFP attach. 6.2 at 1. Offerors were instructed to use the required format to align the proposed mix of personnel with the labor hours identified in RFP section B and RFP attachment 6.2. RFP at 105; RFP attach. 6.2 at 1. As relevant here, the required format in RFP attachment 6.1 was a Microsoft excel spreadsheet that included columns for the names of proposed personnel, whether the individual is key or non-key, the PWS/SOW task area the individual would support, the individual's proposed labor hours, and a final column labeled "notes." RFP attach. 6.1. Finally, the solicitation instructed that when filling out the staffing plan spreadsheet, offerors should "use 'TBD' [to be determined] for non-key positions that do not have identified personnel." RFP at 105.

Non-Key Personnel

The protester argues that the solicitation required the agency to assess the individual qualifications and experience information for the non-key personnel identified in Patrona's staffing plan. Protest at 12-13. Patrona asserts that it "included by name nearly 100 non-key incumbent personnel" and included in the "notes" column in the staffing plan a "vast amount of information" for its incumbent non-key personnel concerning their qualifications, certifications, and years of experience. *Id.* at 13. The protester contends that had the agency evaluated the qualifications of its non-key personnel, Patrona would have received strengths and a "higher rating due to the qualified and experienced individuals" included in its staffing plan. *Id.* at 12-13.

The Navy disagrees, arguing that the solicitation did not contemplate the assessment of individual qualifications for non-key personnel. MOL at 10-13. The Navy contends that Patrona's interpretation "read[s] an unstated evaluation requirement" into the solicitation and is contradicted by the solicitation's restriction barring the agency from considering non-key personnel resume information. *Id.* at 11-12. The Navy notes that the solicitation did not request qualifications information for non-key personnel, and the required format for the staffing plan in RFP attachment 6.1 did not include a column for the qualifications for non-key personnel. *Id.* at 11. Instead, as noted above, the

offeror's staffing plan was to include information on whether the employee was key or non-key, the labor category, labor hours proposed, and the PWS/SOW task the employee would support. *Id.* (citing RFP, attach. 6.1). The solicitation requested this information so the Navy could evaluate the extent to which the offerors' staffing plan addressed the labor hours identified in RFP section B and confirm that the proposed personnel would perform all aspects of the PWS/SOW. *Id.* (citing RFP at 114).

The Navy maintains that Patrona improperly used the "notes" column of the required labor mix to insert resume qualifications information for non-key personnel--which the solicitation expressly prohibited the agency from considering. See MOL at 11-12 (citing RFP attach. 6.2 at 6). The protester responds that "[t]he fact that the Solicitation stated that the Agency would not evaluate resumes for non-key personnel does not mean that the Agency could not consider their qualifications." Comments at 19.

When 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. *MSK TriTech Group, LLC*, B-421814, Oct. 3, 2023, 2023 CPD ¶ 235 at 6. An interpretation is not reasonable if it fails to give meaning to all of a solicitation's provisions, renders any part of the solicitation absurd or surplus, or creates conflicts. *HumanTouch, LLC*, B-419880 *et al.*, Aug. 16, 2021, 2021 CPD ¶ 283 at 6. Here, we find that the agency's interpretation is reasonable, and the protester's is not.

At the outset, we note that the relevant solicitation criterion--requiring the agency to evaluate the extent to which the "staffing plan and key personnel [] are qualified, experienced, and suitable for performing the requirements," see RFP at 114--appears to suggest the agency was required to evaluate the individual qualifications of all non-key personnel identified in an offeror's staffing plan, as urged by the protester. This reading, however, fails to give effect to the solicitation language as a whole.

First, we disagree that the solicitation obligated the agency to evaluate the individual qualifications of non-key personnel that Patrona elected to submit with its staffing plan. The RFP instructed that offerors "shall" provide a staffing plan using the format provided in attachment 6.1, staffing plan, and in accordance with attachment 6.2, personnel qualifications. RFP at 105. As noted above, this required format did not include a column requesting the input of any qualifications information for non-key personnel. See *id.* Moreover, the solicitation included a clear statement indicating that "[r]esumes submitted for Non-Key Personnel [] will not be evaluated." RFP attach. 6.2 at 6.

Reading the solicitation as a whole to give effect to all provisions, it is clear that the staffing plan portion of the personnel approach evaluation was intended to assess offerors' proposed labor mixes for labor category mapping purposes, to ensure the staffing plan was aligned with section B, and to confirm that offerors could meet all requirements in the PWS/SOW. See RFP at 105-106, 114; RFP attach. 6.2 at 1-3. This portion of the evaluation is in contrast with the key personnel evaluation, which, as noted above, involved a request for resumes for the purpose of evaluating the specific qualifications of nine identified key personnel. RFP at 106, 114; RFP attach. 6.2 at 3-6.

Although the sentence in the evaluation criteria, as noted above, is not a model of clarity, it is clear from the solicitation as a whole that the agency did not intend to request, or evaluate, individual qualifications information for the many non-key personnel (as opposed to the nine identified key personnel) an offeror could include in its staffing plan.

Moreover, we find that the vast majority of information Patrona included in the notes column for its identified non-key personnel to be, in all practical effect, resume information.¹¹ Faulting the agency for not evaluating individual qualifications information for non-personnel that Patrona inserted into the notes column in the staffing plan would render extraneous and absurd the solicitation's prohibition on evaluating resumes for non-key personnel. *Cf. HumanTouch, LLC, supra* at 6; *CACI, Inc.--Fed.*, B-422774, B-422774.2, Oct. 18, 2024, 2024 CPD ¶ 257. We thus decline to adopt any interpretation that eschews the plain intent of the solicitation to evaluate resume qualifications information for the nine identified key personnel positions only.¹² As a result, we see no basis to sustain Patrona's protest based on the argument that the Navy was obligated to assign strengths or significant strengths to Patrona's proposal because of alleged superior qualifications of Patrona's non-key personnel.¹³

¹¹ For example, the notes column for non-key personnel in Patrona's staffing plan included such information as the individual's number of years of professional experience, current position, educational history, professional certifications, and years of experience on the SUBMEPP contract, among other highlighted qualifications, see AR, Exh. 7.2, Patrona Staffing Plan Proposal, which is closely aligned with the information the solicitation requested to be included in resumes for key personnel. See RFP attach. 6.2 at 6 (requesting "number of years of professional experience, current position/title/employer, educational history, chronology of professional experience, [and] current level of security experience").

¹² To the extent that the protester's arguments can be read as a challenge to the lack of clarity in the solicitation, we note any ambiguity here was apparent from the face of the solicitation. As such, the ambiguity was patent, and any post-award challenge to these solicitation terms would be untimely. 4 C.F.R. § 21.2(a)(1).

¹³ We note that the unclear solicitation language at issue here is nearly identical to the solicitation language in *CACI, Inc.--Fed.*, *supra*, where a protester challenged the Navy's failure to evaluate the qualifications of the awardee's non-key personnel, which the protester argued would have revealed deficiencies in the awardee's proposal. *Id.* Our Office found the protester's argument to be unreasonable given "language in the solicitation that allowed offerors to use unidentified 'TBD' employees for non-key personnel positions." *Id.* at 11. As our Office explained, because offerors could propose "TBD" for non-key personnel, interpreting the solicitation to require the agency to evaluate all non-key personnel qualifications to determine compliance with minimum qualifications would "create an absurd situation where the solicitation permitted offerors to submit proposals that would be impossible for the agency to evaluate in accordance with the solicitation." *Id.*

(continued...)

Key Personnel

The protester also argues that the Navy should have assigned Patrona a strength because all nine of Patrona's key personnel met or exceeded solicitation requirements, including meeting or exceeding many of the "desired qualifications" identified in the solicitation. Protest at 13; Comments at 21-27. In particular, the protester asserts that the Navy should have assigned a strength for Patrona's proposed senior technical representative, who Patrona contends exceeds the solicitation's "desired experience and education criteria" and has over 25 years of experience leading submarine maintenance technical teams for SUBMEPP. Protest at 13 (citing AR, Exh. 7.1, Patrona Technical Proposal at 34); Comments at 21-27.

The agency responds that the evaluators reasonably assessed the qualifications represented by Patrona's proposed key personnel. MOL at 14. The evaluators noted that Patrona's proposed key personnel were "suited to perform the requirements, inclusive of the Senior Technical Representative," and determined that "the capabilities and qualifications of the Key Personnel are adequate to perform the tasking for which they are proposed." AR, Exh. 4, SSEB Report at 21. In addition, the Navy included a declaration from the SSEB chairperson stating that "[t]he SSEB reviewed the key personnel in total for each offeror and found that while some of Patrona's key personnel met or exceeded some of the desired qualifications, many others of Patrona's key personnel did not meet or exceed the desired qualifications." AR, Exh. 10, Decl. of SSEB Chairperson at 7. As an example, the agency notes that one of the individuals proposed for a key personnel position did not have the minimum desired 10 years of supervisory experience, and another did not have a bachelor's degree in an engineering discipline. *Id.* The Navy explains that when deciding whether to assess strengths under this subfactor, the evaluators assessed the "sum total of all personnel" in Patrona's proposal and determined that the proposed key personnel, in the aggregate, "adequately met the requirements," even if each key personnel proposed "did not meet or exceed all desired qualifications." *Id.*

In response to the Navy's urging that we adopt a similar position here, Patrona contends that, although the instant solicitation has a comparable provision allowing offerors to submit "TBD" for non-key personnel, see RFP at 105, the same absurd result identified in *CACI, Inc.--Fed* would not arise. See Comments at 20. In this regard, Patrona does not argue that the solicitation required the agency to disqualify the awardee based on deficiencies in the awardee's non-key personnel staffing plan but instead argues that the agency was required to evaluate the qualifications of the non-key personnel Patrona chose to identify in its staffing plan. See *id.* Although we acknowledge this distinction, we ultimately conclude that it produces no meaningful difference to the outcome here. In this regard, reading the solicitation language as a whole and giving effect to all provisions--including the solicitation's prohibition on evaluating resumes for non-key personnel--we agree with the Navy that the solicitation here did not require the agency to assess the qualifications of the non-key personnel that Patrona elected to include in its staffing plan proposal.

On this record, we can find no basis to sustain Patrona's protest. While the protester may believe it is entitled to a strength or strengths because several of its proposed key personnel met or exceeded certain desired qualifications, the record shows that the agency was aware of both the benefits and shortcomings presented by Patrona's key personnel proposal and reasonably determined that Patrona's key personnel, overall, did not merit a strength. Although the protester disagrees with the agency's judgment, the protester has not shown that it was unreasonable for the agency to assess the overall qualifications represented by Patrona's key personnel proposal when deciding whether to assign strengths. See *Assessment & Training Sols. Consulting Corp.*, B-421575.3, B-421575.4, July 16, 2024, 2024 CPD ¶ 177 at 15-16 (finding protester was not entitled to additional strengths for meeting desired qualifications, where the agency was aware of the benefits of the protester's proposal and the protester did not show that the agency's assignment of strengths was unreasonable). Accordingly, these allegations are denied.

Past Performance

Next, Patrona raises various challenges to the agency's past performance evaluation. Patrona argues that the agency unreasonably failed to consider the relevant past performance of Patrona's subcontractor on the incumbent project, ICI Services Corporation (ICI). Patrona also argues that the Navy gave outsized weight to several negative performance issues that Patrona experienced on the incumbent contract. In addition, Patrona contends that the agency unreasonably determined that one of Patrona's past performance references was only "somewhat relevant." The protester contends that had the Navy not made these errors, Patrona would have been assigned the highest rating of "substantial confidence" instead of the second highest rating of "satisfactory confidence."¹⁴ Protest at 13-17; Comments at 29-30.

The Navy responds that its evaluation was reasonable and consistent with the solicitation. The agency argues that it acted within its discretion to not double count the same record of past performance, which reflected the two entities' (Patrona and ICI) performance on the incumbent contract. The Navy also argues that it reasonably considered Patrona's performance issues on the incumbent contract, which included staffing shortfalls and alleged falsified timesheets. Finally, the Navy argues that the evaluators analyzed Patrona's "reference No. 2" and reasonably determined that it was only somewhat relevant when compared to the scope of this solicitation. MOL at 15-18; Supp. MOL at 4-6.

¹⁴ Patrona also argued initially that the agency failed to reasonably evaluate the past performance proposal submitted by KMS. Protest at 17. After the agency argued that its evaluation of KMS's past performance was reasonable and in accordance with the solicitation, the protester failed to address this argument in comments. See *generally* Comments. Accordingly, we dismiss this allegation as abandoned and do not consider it further. 4 C.F.R. § 21.3(i)(3); *Peraton, Inc.*, B-421038.6 *et al.*, Apr. 12, 2023, 2023 CPD ¶ 92 at 4 n.3.

At the outset, we note that an agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation's evaluation criteria. *CrowderGulf, LLC et al.*, B-418693.9 *et al.*, Mar. 25, 2022, 2022 CPD ¶ 90 at 20; *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, 2019 CPD ¶ 181 at 10. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. *CrowderGulf, supra* at 20. Additionally, there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent offeror. *ENGlobal Gov't Servs., Inc.*, B-419612, B-419612.2, May 14, 2021, 2021 CPD ¶ 214 at 4-5.

As discussed below, the record here demonstrates that the agency's past performance evaluation was reasonable and consistent with the solicitation's evaluation criteria.

First, we find that the Navy reasonably considered the reference Patrona submitted for its subcontractor, ICI, for work ICI performed with Patrona on the incumbent contract. The record shows that the Navy considered both Patrona's and ICI's performance on the incumbent contract to be "recent" and "very relevant," since the efforts on the incumbent contract "involve[] essentially the same scope and magnitude of effort and complexities this solicitation requires." AR, Exh. 4, SSEB Report at 26. The evaluators also noted that the reference that Patrona submitted for ICI was the same reference that Patrona submitted for itself as the prime contractor on the incumbent contract. *Id.* The evaluators considered this reference, but ultimately concluded that considering this record twice would "not add any additional value to the overall past performance assessment[.]" *Id.*

The protester argues that the Navy was obligated to give Patrona double credit for this reference, but the solicitation here gave no indication that the agency was required to assign a single past performance reference twice as much weight when the reference was submitted on behalf of both a prime contractor and its subcontractor. Rather, since the RFP informed offerors that the agency intended to assess "the usefulness of the information" when assigning the confidence rating, see RFP at 115, we see no issue with the Navy's determination that considering the same reference twice would not add any significant value to the agency's past performance assessment or its confidence in Patrona's performance.

In addition, Patrona included in its own past performance proposal the following statement: "ICI's contributions to the SUBMEPP contract are covered under the Prime Contractor [Patrona] CPARS." AR, Exh. 7.3, Patrona Past Performance Proposal at 8. In this regard, Patrona's proposal informed the agency that it considered this CPARS to cover the performance history of both entities on the incumbent contract. On this record, we find no basis to fault the agency for exercising reasonable discretion to not double-count this reference--particularly when Patrona's own proposal informed the

Navy that Patrona considered ICI's contributions to be "covered under" the record of past performance that Patrona submitted for the incumbent project. See *id.*

Second, we find that the Navy reasonably considered and weighed several negative performance issues, along with the positive ratings on Patrona's CPARS, for the incumbent project. The record shows that the Navy considered Patrona's CPARS ratings of "very good" and "satisfactory" on the incumbent contract, noting also that performance on the incumbent contract was considered "very relevant" given the "minimal differences between the existing contract and this solicitation." AR, Exh. 4, SSEB Report at 23. However, the Navy identified "two major performance issues" on the incumbent contract--both of which, the agency indicated, "significantly decreases the Government's confidence in Patrona being able to successful[ly] execute this contract with minimal risk." *Id.*

In this regard, the agency's evaluators explained that after a suspected discrepancy reported on a voucher Patrona submitted for the incumbent contract, between the observed work hours and the certified hours, the agency conducted an audit confirming that Patrona billed for hours that were not worked. *Id.* at 23-24. The agency further explained that Patrona amended the voucher and removed the inaccurately charged hours, but that this issue nevertheless raised "significant concern with the ability of Patrona to maintain accurate accounting of their work" which "increases the risk of successful contract execution without the presence of fraud, waste or abuse." *Id.* at 24. Additionally, the agency identified a persistent issue with "Patrona's inability to maintain staffing levels" consistent with the staffing levels for positions identified in its fixed-price tasking. *Id.* In this regard, the evaluators noted that the Navy endured "periods of understaffing while being billed for the entire [fixed-price] amount." *Id.* The evaluators "acknowledged the efforts Patrona was taking to resolve the issue," but concluded that the "inability of Patrona to adequately staff positions on the contract decreases the level of confidence that Patrona can successfully execute the tasking of this solicitation." *Id.*

Patrona argues that "these incidents should not have negatively impacted Patrona's Past Performance rating, as Patrona took prompt action to rectify these isolated issues." Protest at 16. In this regard, Patrona argues that the Navy should have given greater weight to Patrona's explanations in its proposal concerning how it "promptly addressed and resolved" those performance issues. See *id.* at 15-16. Beyond Patrona's disagreement with the Navy's evaluation judgment, however, Patrona has not provided our Office any basis to question the Navy's consideration of Patrona's performance issues on this "very relevant" contract.¹⁵

¹⁵ Because we find that the agency reasonably considered these two "major performance issues" on Patrona's "very relevant" incumbent project, AR, Exh. 4, SSEB Report at 23, we see no basis to conclude that the agency would have raised Patrona's past performance rating beyond the second-highest rating of "satisfactory confidence," even if the protester's other challenges to the past performance evaluation were to be sustained. See *Maywood Closure Co., LLC*, B-408343 *et al.*, Aug. 23, 2013, 2013 CPD (continued...)

Finally, we find that the Navy reasonably assessed Patrona's "reference No. 2," which involved Patrona's program management support for the Navy's submarine safety and quality assurance program office, as "somewhat relevant." AR, Exh. 4, SSEB Report at 24. Patrona contends that the Navy improperly overlooked the similarities between the two projects, arguing that the Navy ignored the many references to relevant sections of the SOW that Patrona included with this past performance reference. Comments at 29-30. The Navy argues in response that the solicitation required offerors to include "a written explanation describing [] how the work was or is relevant to the work being proposed in this solicitation," see RFP, attach. 6.3, but that Patrona only listed "a series of SOW citations, without providing any context." Supp. MOL at 3. As a result, the Navy contends that it assessed the information Patrona provided and came to the reasonable conclusion that the project was only "somewhat relevant." *Id.* at 6.

We can find no basis to question the agency's past performance evaluation. As our Office has said repeatedly, an offeror is responsible for submitting a well-written proposal with adequately detailed information that allows for a meaningful review by the procuring agency. See *FEDSYNC BEI, LLC*, B-417492, B-417492.2, July 23, 2019, 2019 CPD ¶ 303 at 10 (finding that agency reasonably did not credit a protester's past performance reference that "listed functional requirements of the PWS without any explanation of how the incumbent's performance of that requirement satisfied the RFP's requirements."). Based on our review of the record, we see no basis to question the Navy's conclusions about the relevance of this project.

In sum, we see no merit to the protester's challenges to the agency's evaluation of Patrona's past performance; as a result, these allegations are denied.

Best-Value Determination

As a final matter, the protester argues that the agency's best-value determination was improper because it was based on a flawed evaluation. Protest at 17. This allegation is derivative of the protester's challenges to the agency's evaluation of Patrona's proposal. As discussed above, we find no basis to object to the agency's evaluation of the protester's proposal. Accordingly, we dismiss this argument because

¶ 199 at 6 (finding no prejudice despite the agency's error when the past performance record on the whole supported the rating of "satisfactory confidence"). As a result, on this record, we need not address any of the protester's other past performance allegations as Patrona cannot establish that it would be competitively prejudiced by any other alleged error in the agency's evaluation of Patrona's past performance. See *id.*

derivative allegations do not establish independent bases of protest. *DirectViz Solutions, LLC*, B-417565.3, B-417565.4, Oct. 25, 2019, 2019 CPD ¶ 372 at 9.

The protest is denied.

Edda Emmanuelli Perez
General Counsel