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Decision

Matter of: PTC Solutions JV, LLC

File: B-422576.3, B-422576.4

Date: July 24, 2025

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DIGEST

Protest challenging the agency's technical evaluation and its best-value tradeoff decision is denied where the evaluation was reasonable and consistent with the stated evaluation criteria.

DECISION

PTC Solutions JV, LLC (PTC), a small business joint venture¹ of Milwaukee, Wisconsin, protests the issuance of a delivery order to Pinnacle Solutions, LLC, of Huntsville,

¹ PTC is a mentor-protégé joint venture comprised of Potawatomi Training, LLC, as the protégé member, and CAE USA Inc., as the mentor member. Protest at 1. The Small Business Administration's (SBA) small business mentor-protégé program allows small or large business firms to serve as mentors to small business protégé firms to provide "business development assistance" to the protégé firms and to "improve the protégé firms' ability to successfully compete for federal contracts." 13 C.F.R. § 125.9(a), (b); see 15 U.S.C. § 644(q)(1)(C). One benefit of the mentor-protégé program is that a protégé and mentor may form a joint venture. 13 C.F.R. § 125.9(d). If SBA approves a mentor-protégé joint venture, the mentor-protégé joint venture is permitted to compete as a small business for "any government prime contract, subcontract or sale, provided the protégé qualifies as small for the procurement[.]" *Id.* § 125.9(d)(1).

Alabama, under fair opportunity proposal request (FOPR) No. FA8617-24-B001, issued by the Department of the Air Force for the acquisition of a T-7A aircraft Maintenance Training System (MTS). The protester challenges various aspects of the agency's evaluation of the offerors' technical proposals and the best-value tradeoff decision.

We deny the protest.

BACKGROUND

On March 20, 2024, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the Air Force issued the solicitation as a set-aside for small businesses holding the agency's Training Systems Acquisition IV indefinite-delivery, indefinite-quantity (IDIQ) contract.² Contracting Officer's Statement (COS) at 2. With the FOPR, the agency sought a contractor to provide the T-7A aircraft MTS, which will train personnel on the foundational skills and core competencies to maintain the T-7A aircraft and its associated subsystems.³ *Id.*

The FOPR anticipated the issuance of a delivery order for a 1-year base period and four 1-year option periods with fixed-price-incentive, cost-reimbursable, cost-plus-fixed-fee level of effort, and fixed-price contract line item numbers. AR, Tab 6, FOPR attach. 6, § L at 5. The FOPR stated that award would be made on the basis of a tradeoff, considering technical approach and price.⁴ AR, Tab 7, FOPR attach. 7, § M at 3. The technical approach factor consisted of four subfactors: systems engineering, program management, instructional system design, and maintenance training devices. *Id.* at 5. The systems engineering and program management subfactors are relevant here.

In evaluating technical proposals, the Air Force would assess risks identified by the offeror, as well as agency-identified risks,⁵ and the agency would assign proposals a

² The agency issued the FOPR instructions (submitted as agency report tab 6) and evaluation factors (submitted as agency report tab 7) as attachments to the FOPR. The FOPR instructions and evaluation criteria are cited herein as sections L and M, respectively.

³ The T-7A Advanced Pilot Training Program will replace the T-38C aircraft used in the Air Force. Agency Report (AR), Tab 5, Statement of Work (SOW) at 1. The T-7A MTS is a subprogram within the Air Force's T-7A Advanced Pilot Training Program. *Id.*

⁴ In a prior decision involving this procurement, our Office found that because the FOPR was silent with respect to the relative weight of the evaluation factors and subfactors, the price and technical approach factors were equally important, and the four technical approach subfactors were equally important. *CymSTAR, LLC*, B-422576, July 31, 2024, 2024 CPD ¶ 172 at 10-11.

⁵ The FOPR defined a moderate risk as: "Proposal contains weakness(es) which may present a modest probability of negatively affecting performance. Special contractor
(continued...)"

technical/risk adjectival rating for each technical approach subfactor.⁶ FOPR § M at 5-6. For the systems engineering subfactor, the FOPR provided that the agency would evaluate the offeror's approach for implementing all T-7A MTS capabilities consistent with the offeror's MTS integrated master schedule (MIMS). *Id.* The Air Force would also evaluate the offeror's approach to the operationalization of all capabilities into the five main operating bases with continuous government involvement consistent with the offeror's MIMS. *Id.*

As for the program management subfactor, as relevant here, offerors were required to prepare a MIMS detailing the entire MTS program. FOPR § M at 7. The agency would assess the offeror's MIMS based on the program structure, level of tasks, resource loading, and logic--in conjunction with the level of risk assessed for contract performance. *Id.*

The Air Force provided offerors with access to a data library, which included information related to the T-7A aircraft.⁷ FOPR § L at 7. With respect to T-7A technical data, the FOPR provided that the agency intended to provide the MTS contractor with all relevant technical data in its possession, but the requirement to obtain all data necessary for performance remained with the offeror, such that the offeror "must take steps to ensure it has the technical data necessary to perform." *Id.*

The initial due date for proposals was May 10, 2024. AR, Tab 3, FOPR Letter at 2. In July 2024, we issued a decision in *CymSTAR*, *supra*, which denied a protest challenging various aspects of the FOPR and alleging that PTC had an unequal access to information organizational conflict of interest (OCI) that provided the firm with an unfair advantage. With respect to the alleged OCI, the protester in *CymSTAR* asserted that PTC had an exclusive relationship with the original equipment manufacturer (OEM) of the T-7A aircraft, and this relationship resulted in an unfair advantage because the OEM had provided only PTC with technical and pricing data necessary for performance.

emphasis and close Government monitoring will likely be able to overcome difficulties." FOPR § M at 6. The FOPR defined a low risk as: "Proposal may contain weakness(es) which may present a low probability of negatively affecting performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties." *Id.*

⁶ The FOPR provided that the Air Force would use the following technical/risk adjectival ratings: outstanding, good, acceptable, and unacceptable. FOPR § M at 5. The FOPR defined an acceptable rating as "Proposal describes an adequate approach to meeting the requirements with moderate risk of unsuccessful performance"; a good rating as "Proposal describes a thorough approach with low to moderate risk of unsuccessful performance"; and an outstanding rating as "Proposal describes an exceptional, learner-centered approach with a low risk of unsuccessful performance." *Id.*

⁷ For example, the data library included preliminary training system requirements analysis documentation, a preliminary flight manual, and a preliminary organizational maintenance manual. FOPR § L at 7.

We rejected this argument, finding the Air Force had already provided a portion of the T-7A data required for performance of the MTS delivery order in the solicitation, and the agency neutralized the potential OCI by not including the procurement of technical data as a consideration in the evaluation of proposals and providing the necessary data to the MTS contractor at no additional cost. *CymSTAR*, *supra* at 9.

The Air Force received proposals from four offerors prior to the submission deadline, and after an initial evaluation, the agency opened interchanges with Pinnacle and PTC. COS at 4; AR, Tab 26, Fair Opportunity Decision Document (FODD) at 9. After concluding interchanges, the agency evaluated the offerors' proposals as shown below.

	Pinnacle	PTC
Technical		
Systems Engineering	Outstanding	Acceptable
Program Management	Good	Acceptable
Instructional System Design	Acceptable	Acceptable
Maintenance Training Devices	Good	Good
Price	\$368,156,593	\$303,735,743

AR, Tab 26, FODD at 37.

When the agency evaluated PTC's proposal under the systems engineering subfactor, the evaluators assessed five moderate risks and one low risk in the proposal.⁸ AR, Tab 24, Systems Engineering Evaluation at 2-6. Relevant here, the agency assigned a moderate risk to PTC's proposal due to the protester's proposed reliance on the T-7A aircraft OEM as a subcontractor throughout its technical approach, and wrote:

[I]t was evident that the Offeror's success depends heavily on said partnership for many aspects of the MTS effort to include [DELETED], access to aircraft design data, supply of physical aircraft structures, subject matter expertise, and [DELETED] support. IF the levels of cooperation and support anticipated from the T-7A Aircraft OEM are not fully realized during delivery order execution, THEN significant impacts to cost, schedule, and performance could occur, resultant from the need for the MTS awardee to develop alternative approaches to fulfilling the MTS requirements.

Id. at 2. In a similar vein, the agency assessed moderate risks in PTC's proposal for its reliance on the OEM to obtain certain support and equipment. For example, the agency assessed a moderate risk in PTC's proposal for its proposed approach to reusing the T-7A [DELETED] software for the MTS, finding that PTC appeared to underestimate the level of effort needed to adapt the software, and noting there would be cost, schedule,

⁸ In contrast, the Air Force assessed no moderate risks and four low risks in Pinnacle's proposal under the same subfactor. AR, Tab 26, FODD at 22.

and performance impacts if PTC was unable to obtain the T-7A software from the OEM when it was needed. *Id.* at 3. As another example, the agency assessed a moderate risk in PTC's proposal related to the protester's planned use of the T-7A aircraft static test article from the OEM, because PTC's proposal and interchange responses were contradictory with respect to PTC's use of the static test article, and if PTC required the static test article for performance and was unable to obtain it, there could be cost, schedule, and performance impacts. *Id.* at 4-5.

The evaluators also assessed a moderate risk in the protester's proposal under the systems engineering subfactor after finding that PTC's approach did not depict continuous government involvement, as required by the FOPR. AR, Tab 24, Systems Engineering Evaluation at 4. The evaluators wrote: "Apart from select mentions of gathering 'Government feedback' and 'optimizing Government participation' for specific activities, the proposal was largely silent on the Government's role in the MTS development effort." *Id.* The evaluators noted that although PTC better acknowledged the need for government involvement in its responses during interchanges, "a theme of the Government serving as more of an outcome approver than an active participant was still present such that this risk remained." *Id.*

The Air Force evaluated PTC's proposal under the program management subfactor, and the agency identified 11 moderate risks and 15 low risks.⁹ AR, Tab 25, Program Management Evaluation at 3, 28, 47, and 114; see also AR, Tab 26, FODD at 26. As relevant here, the agency assessed a moderate risk in PTC's proposal for the lack of government involvement in its MIMS. AR, Tab 25, Program Management Evaluation at 109-10. The agency found that PTC did not provide a detailed list of tasks involving the agency with associated durations, and without detailed information regarding critical tasks and their anticipated durations, the agency could not verify PTC's claims regarding delivery timelines, resulting in a moderate risk. *Id.*

In the FODD, the source selection authority (SSA) summarized the evaluators' findings for each offeror's proposal, compared the offerors' proposals, organized his analysis and conclusions into five risk areas (performance risk, delivery schedule, government involvement, subcontractor reliance, and data strategy), and concluded that Pinnacle's approach was superior to PTC's approach under each of these risk areas. See AR, Tab 26, FODD at 33-37. When considering the multitude of risks identified by the evaluators and discussing PTC's proposal under each risk area, the SSA's analysis focused on the risks related to PTC's proposed use of the T-7A aircraft OEM data, software, equipment, subject matter expertise, and support, as well as the insufficient level of government involvement in the protester's approach. *Id.* For example, with respect to performance risk, the SSA wrote: "The Government determined there was an overreliance on subcontractor data and physical aircraft structures and an oversimplified software development approach. These risks decreased the soundness

⁹ In evaluating Pinnacle's proposal under the same factor, the Air Force identified one moderate risk and 15 low risks. AR, Tab 26, FODD at 22.

of PTC's approach to delivering an acceptable MTS within its proposed cost and schedule parameters." *Id.* at 34.

As an additional example, for the government involvement risk area, the SSA wrote that PTC's "proposal was largely devoid of the Government's role in the MTS development effort." AR, Tab 26, FODD at 35. The SSA noted that during interchanges, the agency asked PTC to provide a detailed list of tasks that included the agency, with start and finish dates, but the protester did not provide the requested information, leaving the agency unable to evaluate PTC's claims regarding deliverables. *Id.* at 35-36. The SSA noted that the lack of government involvement resulted in two moderate risks, and he wrote: "If the MTS awardee fails to embrace the importance of early and continuous Government stakeholder involvement, then significant impacts to cost and schedule could occur." *Id.* at 36.

The SSA concluded that Pinnacle's approach represented the best value, and he wrote:

It is my assessment that Pinnacle's superior technical approach and program schedule outweighs the price difference between Pinnacle's and PTC's proposals. Due to the urgency of the T-7 fielding and [the Air Force's] desire to close the pilot shortfalls, pursuing a highly schedule driven proposal with low technical risk offers the best trade-off solution.

AR, Tab 26, FODD at 38.

The Air Force notified PTC of the award to Pinnacle on April 10, 2025. AR, Tab 27, Award Notice. After requesting and receiving a debriefing, PTC filed this protest with our Office.¹⁰

DISCUSSION

The protester challenges the agency's evaluation of the offerors' technical proposals and the best-value tradeoff decision. While our decision here does not specifically discuss each and every argument, or variation of the arguments raised by PTC in its submissions to our Office, we have considered all of the protester's assertions and find none furnishes a basis for sustaining the protest.¹¹

¹⁰ The delivery order, issued under the Air Force's Training Systems Acquisition IV IDIQ contract, exceeds \$35 million, and it is therefore within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

¹¹ For example, PTC complains the Air Force unreasonably "accepted Pinnacle's claim that it could develop the MTS faster and with less risk than PTC." Comments & Supp. Protest at 27. The agency responds that PTC's argument is premised on the erroneous
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Evaluation of PTC's Technical Proposal

PTC challenges the Air Force's evaluation of its technical proposal under the systems engineering and program management subfactors, for which the agency assigned PTC's proposal ratings of acceptable. Protest at 11-17. Specifically, the protester contests the risks identified in its proposal concerning its proposed use of the T-7A aircraft OEM's data, equipment, software, subject matter expertise, and support, as well as the lack of government involvement in its approach.¹² *Id.*; Comments & Supp. Protest at 3-17, 19-24. We address the protester's arguments below.

At the outset, we note the evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion, because the agency is responsible

notion that access to OEM "data was the only guarantee of success." Supp. COS/MOL at 7. The agency explains that multiple aspects of Pinnacle's proposal, including the level of detail in its MIMS, the inclusion of critical tasks and milestones in the MIMS, and its hiring approach, gave the Air Force confidence in Pinnacle's ability to develop the MTS on the proposed timeline and with fewer risks. *Id.* at 9. Yet, PTC continues to elevate its relationship with the OEM to generally assert that Pinnacle, "the offeror without access to that data," could not be viewed as technically superior or offering a sound approach. Supp. Comments at 4. While the protester maintains that the Air Force should have downgraded Pinnacle's proposal for risks inherent in its approach, PTC has not demonstrated that the agency's conclusions were unreasonable, and its disagreement with the agency's judgments does not provide a basis to sustain the protest. *ITSC Secure Sols., LLC*, B-422731, B-422731.3, Oct. 4, 2024, 2024 CPD ¶ 240 at 7.

¹² The agency and intervenor argue we should dismiss PTC's protest because the agency identified a total of 32 risks in PTC's lower-rated proposal, the protester is not challenging the majority of these risks, and as a result, PTC cannot demonstrate competitive prejudice. Agency Supp. Brief at 3; Intervenor Comments at 4-7; Intervenor Supp. Brief at 2-3. PTC responds that the record supports a finding of competitive prejudice because it is challenging the risks that drove the best-value tradeoff decision, and if those risks were removed, there is a reasonable possibility that its proposal would have been selected as offering the best value. Protester Supp. Brief at 2-4.

Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. *Information Int'l Assocs.*, B-416826.2 *et al.*, May 28, 2019, 2019 CPD ¶ 200 at 9. We resolve any doubts regarding competitive prejudice in favor of the protester. *Id.* Here, the record demonstrates that when the SSA compared the offerors' proposals, the SSA focused on the risks assigned to PTC's proposal concerning its use of OEM data, equipment, software, and support, as well as the insufficient level of government involvement in PTC's approach. AR, Tab 26, FODD at 33-37. Stated differently, the SSA primarily focused on the risks that PTC is challenging in its protest.

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for defining its needs and the best method of accommodating them. *NCI Info. Sys., Inc.*, B-418977, Nov. 4, 2020, 2020 CPD ¶ 362 at 5. Where a protester challenges an agency's evaluation of proposals in a delivery order competition under FAR subpart 16.5, our Office does not reevaluate proposals; rather, we review the record to determine whether the evaluation was reasonable and consistent with the evaluation criteria and the applicable procurement laws and regulations. *Wyle Labs., Inc.*, B-416528.2, Jan. 11, 2019, 2019 CPD ¶ 19 at 4. A protester's disagreement with the agency's judgment regarding the evaluation of proposals, without more, is not sufficient to establish that an agency acted unreasonably. *Qwest Gov't Servs., Inc. d/b/a CenturyLink QGS*, B-419271.4, B-419271.7, Apr. 14, 2021, 2021 CPD ¶ 169 at 4.

Reliance on the T-7A Aircraft OEM

As noted above, the Air Force identified a moderate risk in PTC's proposal for its reliance on the T-7A aircraft OEM after finding that PTC proposed to use the OEM as a subcontractor and depended on the OEM for many aspects of delivery order performance, including "[DELETED], access to aircraft design data, supply of physical aircraft structures, subject matter expertise, and [DELETED] support." AR, Tab 24, Systems Engineering Evaluation at 2. The evaluators wrote that if the T-7A aircraft OEM did not provide the anticipated levels of support and cooperation during performance, there would be significant impacts to schedule, cost, and performance, as PTC would need to develop alternatives. *Id.*

The protester contends there is no reasonable basis for this risk because PTC's proposal and responses during interchanges established that "the PTC team *already has the T-7A technical data and aircraft structure necessary to perform this contract.*" Protest at 12. PTC adds that it was unreasonable for the Air Force to assume that the OEM would not cooperate during performance because the firms were parties to a teaming agreement. Comments & Supp. Protest at 14-15.

The agency responds that the concerns underlying the risk were not limited to data access, as PTC was reliant on the T-7A aircraft OEM for many aspects of performance. Memorandum of Law (MOL) at 7-9; COS at 8-9. In addition, the Air Force states that it did not predict levels of cooperation and support; PTC did not propose alternative approaches to utilize if the T-7A aircraft OEM did not participate as anticipated by PTC, and developing alternatives during performance could have performance, cost, and schedule impacts. Supp. COS/MOL at 20; see *also* AR, Tab 26, FODD at 36.

We have reviewed the record and are not persuaded by PTC's assertions. The protester's access to T-7A aircraft OEM data during the proposal phase, as well as its teaming agreement with the OEM, does not obviate the evaluators' stated concerns, or render their judgments unreasonable. We note that, with respect to T-7A technical

Accordingly, we decline to dismiss the protest because we find the protester has established a reasonable possibility that it would have been issued the delivery order but for the challenged risks.

data, the FOPR cautioned offerors that the requirement to obtain all data necessary for performance remained with the offeror, such that the offeror “must take steps to ensure it has the technical data necessary to perform.” FOPR § L at 7. We also note that the FOPR provided for the agency to assess risks for proposal aspects that raised the probability of negatively affecting performance. FOPR § M at 6.

Moreover, in its arguments challenging the assignment of this moderate risk, the protester focuses on a couple of distinct aspects of its relationship with the OEM--specifically, its existing access to OEM data and the static test article. Protest at 12; Comments & Supp. Protest at 6, 14-15. In this regard, PTC overlooks the agency’s stated concerns regarding PTC’s reliance on the T-7A aircraft OEM for a wide range of areas--[DELETED], subject matter expertise, and [DELETED] support during performance--as well as PTC’s failure to propose alternative approaches that did not involve the T-7A aircraft OEM. AR, Tab 24, Systems Engineering Evaluation at 2; see *also* AR, Tab 26, FODD at 36 (“It was the Government’s assessment that if the levels of cooperation and support anticipated from the T-7A Aircraft OEM were not fully realized during delivery order execution, then impacts to cost, schedule, and performance could occur, resultant from the need for the MTS awardee to develop alternative approaches to fulfilling the MTS requirements.”).

In other words, the Air Force assessed a moderate risk in PTC’s proposal because PTC relied on the T-7A aircraft OEM for multiple aspects of performance, without proposing any alternatives, and there could be adverse impacts on performance if the anticipated level of support did not come to fruition. While PTC clearly believed that its proposed exclusivity with the OEM would eliminate risk and be an asset to its proposal, PTC’s disagreement with the agency’s assessment, without more, fails to establish that the evaluation was unreasonable. *Qwest Gov’t Servs.*, *supra*.

Reuse of T-7A Software

We next address PTC’s disagreement with the Air Force’s assessment of a moderate risk in PTC’s proposal for its proposed approach of using the T-7A [DELETED] software to meet the MTS software requirements. See AR, Tab 24, Systems Engineering Evaluation at 3. The evaluators noted that PTC’s responses during interchanges depicted the approach as “simple,” and requiring minimal to no development effort, which “indicate[d] a probable underestimating of the complexities inherent to the software development approach.” *Id.* The Air Force found if PTC did not obtain the software when expected, or the level of effort required proved to be higher than anticipated, then significant cost, schedule, and performance impacts could occur. *Id.*

PTC asserts that it was unreasonable to assess this moderate risk because in its interchange responses, PTC provided detailed information concerning the status of the software and articulated how it planned to modify the software to meet the MTS requirements. Comments & Supp. Protest at 13.

We find the agency's assessment of this moderate risk here to be reasonable. As noted above, the FOPR provided that the agency would identify and consider risks not identified by the offeror. FOPR § M at 6. The evaluators reviewed PTC's proposal, including its interchange responses, and found that PTC likely underestimated the level of effort needed to reuse the T-7A [DELETED] software to meet the MTS requirements. AR, Tab 24, Systems Engineering Evaluation at 3. The agency also found that if PTC did not obtain the software when it was needed for performance, there would be cost, schedule, and performance impacts. *Id.* The protester's objections to the agency's risk assessment constitute disagreement with the agency's judgments and provide no basis for sustaining its protest. *ITSC Secure Sols.*, *supra*.

Use of the T-7A Static Test Article

We next address PTC's protest of the moderate risk assessed in its proposal regarding its proposed use of the T-7A static test article in the construction of devices. According to the protester, the identification of this risk was unreasonable because "PTC has had regular access to the static test article in its current location" and "PTC never stated that it *needed* the static test article in order to perform." Comments & Supp. Protest at 6-7.

The record shows that the evaluators reviewed PTC's proposal and interchange responses, and they found PTC provided contradictory statements regarding its proposed use of the T-7A static test article. Specifically, PTC proposed to use the static test article in performance, while simultaneously, in a different portion of the response, PTC stated it would meet the requirements without using the test article. AR, Tab 24, Systems Engineering Evaluation at 4. The evaluators wrote that "the contradictory statements did not fully support the mitigation strategy and the Government's concerns were not fully dispelled." *Id.* The evaluators also noted that there could be cost, schedule, and performance impacts if PTC needed the T-7A static test article and was unable to obtain it when needed. *Id.* at 4-5.

Here, we find PTC's arguments unavailing, as access to the T-7A test article was only one aspect of the risk. The Air Force found that PTC provided a contradictory and unclear response during interchanges, and the protester has not demonstrated that the agency's findings were unreasonable. As we have consistently stated, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *Adams Comm'n & Eng'g Tech., Inc.*, B-419052 *et al.*, Dec. 3, 2020, 2021 CPD ¶ 95 at 18. Where a proposal is unclear or internally inconsistent, the offeror risks having such an inadequately written proposal evaluated unfavorably. *Aerostar Perma-Fix TRU Servs., LLC*, B-411733, B-411733.4, Oct. 8, 2015, 2015 CPD ¶ 338 at 8. At best, even assuming, as the protester argues, that its approach was not reliant on obtaining the T-7A static test article, the agency's evaluation of PTC's contradictory and inconsistent statements regarding the use of the static test article was reasonable. *Qwest Gov't Servs.*, *supra* at 6. Accordingly, we deny this protest ground.

Government Involvement

Finally, as noted above, the agency assessed two moderate risks in PTC's proposal after finding that PTC's "proposal was largely devoid" of government involvement, and PTC's MIMS did not identify the tasks that included the agency, as well as the start and finish dates for those tasks. AR, Tab 26, FODD at 35-36. The protester complains that the identification of these risks represents "the hallmark of unstated evaluation criteria" because the FOPR required "continuous Government *involvement*" but included no other requirements regarding the specific role that the Government should play," and the FOPR did not require a list of government involvement tasks. Comments & Supp. Protest at 24 (*quoting* FOPR § L at 17 and § M at 6) (internal citations omitted); *see also* Protest at 17. The protester also argues that it proposed continuous government involvement, such as through [DELETED] and "[DELETED]." Comments & Supp. Protest at 22-24.

The agency responds that it assessed the risks in PTC's proposal because the proposal did not depict a sufficient level of government involvement, and because PTC's MIMS did not include tasks involving the agency, or the durations for those tasks. COS at 15-19. The Air Force states: "The format PTC chose in conveying the tasks with Government involvement, whether a bullet list or in paragraph form, was not the issue. Without these tasks and associated durations, the Government assessed risk on the soundness of the proposed [M]IMS based on the criteria set out in the [FOPR]." *Id.* at 18.

As a general matter, when evaluating proposals in a task order competition, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. *Resource Mgmt. Concepts, Inc.*, B-421320, Mar. 20, 2023, 2023 CPD ¶ 101 at 7. While a solicitation must inform offerors of the basis for proposal evaluation by identifying the evaluation factors and their relative importance, a solicitation need not specifically identify each and every element an agency considers during an evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated evaluation factors. FAR 16.505(b)(1)(iv)(C); *Resource Mgmt.*, *supra*.

Here, the FOPR provided that, as part of the systems engineering subfactor, the agency would consider whether the offeror provided "[a] sound approach to the operationalization of all capabilities . . . with continuous Government involvement consistent with the Offeror's MIMS." FOPR § M at 6. Additionally, the FOPR provided that the MIMS should detail the entire MTS program. *Id.* at 6-7. When the agency evaluated PTC's proposal, the evaluators found that aside from occasional references to "gathering 'Government feedback' and 'optimizing Government participation' for specific activities, [PTC's] proposal was largely silent on the Government's role in the MTS development effort." AR, Tab 24, Systems Engineering Evaluation at 4; *see also* AR, Tab 26, FODD at 35. Additionally, although the agency asked PTC to provide tasks

involving the agency, with associated durations, the protester declined to do so.¹³ AR, Tab 25, Program Management Evaluation at 109-10.

Given the FOPR requirements, it was reasonable for the Air Force to consider the level of government involvement that an offeror proposed, as well as information concerning the tasks assigned to the agency. That is, because the FOPR provided that the offeror's technical approach should include continuous government involvement, and because the MIMS was required to be consistent with the technical approach, considering the level of government involvement--including the absence of tasks assigned to the agency--was logically encompassed within the stated evaluation criteria. Accordingly, we find no basis to sustain the protest. See *Pond Constructors, Inc.*, B-418403, Mar. 23, 2020, 2020 CPD ¶ 129 at 5 (denying protest alleging unstated evaluation criterion based on performance work statement requirement where solicitation provided for evaluation of approach to those requirements).

Moreover, we are not persuaded by the protester's assertions that it addressed continuous government involvement by proposing, for instance, to hold [DELETED] and provide the agency with [DELETED] when changes occurred. Comments & Supp. Protest at 23. The record demonstrates that the Air Force reviewed PTC's proposal and determined that PTC presented the agency as more of "an outcome approver than an active participant." AR, Tab 24, Systems Engineering Evaluation at 4; AR, Tab 26, FODD at 36. Additionally, when reviewing PTC's MIMS, the evaluators found that PTC did not provide tasks involving the agency, or the durations for those tasks. COS at 17-18; AR, Tab 25, Program Management Evaluation at 109-110; AR, Tab 26, FODD at 35-36. 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.*, *supra* at 9. Despite its disagreement with the agency's judgment, the protester has not shown that the agency unreasonably identified these risks in its proposal. This protest ground is denied.

In sum, we have reviewed the record and find no basis to object to the agency's evaluation of PTC's proposal and the identification of moderate risks for the protester's proposed use of the T-7A aircraft OEM's data, equipment, software, subject matter expertise, and support, as well as the lack of government involvement in its approach. The protester has not established that the assessment of these moderate risks--or the assignment of ratings of acceptable under the systems engineering and management approach subfactors--was unreasonable. Accordingly, PTC's various challenges to the evaluation of its proposal are denied.

Tradeoff Decision

PTC challenges the agency's best-value tradeoff decision, contending it was "based almost entirely on the risks assigned to PTC's proposal," which, according to the

¹³ Instead, PTC explained why it chose to omit the tasks and durations from its MIMS. AR, Tab 25, Program Management Evaluation at 109.

protester, resulted from a flawed evaluation. Protest at 18; *see also* Comments & Supp. Protest at 24-26. Additionally, the protester alleges that the Air Force failed to adequately document a reasonable justification for paying a price premium for Pinnacle's higher-rated proposal. Comments & Supp. Protest at 25-26. The Air Force argues that the underlying evaluation was reasonable, and the tradeoff decision was adequately documented. MOL at 14-15; Supp. COS/MOL at 23-33.

Where, as here, a procurement provides for the issuance of a task order on a best-value tradeoff basis, it is the function of the selection official to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. *Intecon LLC*, B-422124.2, Apr. 22, 2024, 2024 CPD ¶ 108 at 10. An agency has broad discretion in making a tradeoff between price and nonprice factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* In this regard, FAR part 16 requires that agencies document the basis for award and the rationale for any tradeoffs among price and non-price considerations in making the award decision. FAR 16.505(b)(7). While there is no need for extensive documentation of every consideration factored into a source selection decision, the documentation must be sufficient to establish that the agency was aware of the relative merits and prices of the competing proposals, and that the source selection was reasonably based. *HP Enter. Servs., LLC*, B-413888.2 *et al.*, June 21, 2017, 2017 CPD ¶ 239 at 9.

As an initial matter, we reject the protester's argument that the best-value tradeoff was unreasonable due to the allegedly flawed evaluation. This allegation is based on PTC's earlier protest grounds that we have denied. Accordingly, we deny this challenge, as it presupposes unproven agency errors and thus, does not establish a basis to sustain the protest. *Computer World Servs.*, B-417356, May 16, 2019, 2019 CPD ¶ 185 at 5 n.4.

Further, we are not persuaded by the protester's assertions that the tradeoff decision was inadequately documented or unreasonable. Here, the record shows that the SSA reviewed and documented what the Air Force considered to be the relative merits of the offerors' proposals. AR, Tab 26, FODD at 22-26 (discussing the evaluation findings for Pinnacle's proposal), 26-30 (discussing the findings for PTC's proposal), and 33-38 (comparing the advantages and risks of the proposals). In determining that Pinnacle's proposal represented the best value to the agency, the SSA considered the various merits of Pinnacle's technical approach, including its earlier contractual central training facility operationalization date and its lower risk approach, as well as its higher proposed price. *Id.* at 33-38. The SSA compared the offerors' proposals under five risk areas and, for each area, concluded that Pinnacle's proposal presented less risk. The SSA expressly stated that "Pinnacle's superior technical approach and program schedule outweighs the price difference between Pinnacle's and PTC's proposals." *Id.* at 38. In this regard, the FODD demonstrates that the Air Force was aware of the

merits of each proposal, as well as the associated proposed prices. Ultimately, PTC's disagreement with the Air Force's conclusions regarding the relative merits of the proposals, without more, does not establish that the source selection was unreasonable. *See Intecon, supra* at 11.

The protest is denied.

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