



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Advanced Computer Learning Company, LLC

File: B-423267.2

Date: September 2, 2025

Devon E. Hewitt, Esq., and Matthew L. Nicholson, Esq., Potomac Law Group, PLLC, for the protester.

Matthew E. Feinberg, Esq., Katherine B. Burrows, Esq., Jacqueline K. Unger, Esq., Timothy F. Valley, Esq., and Kristine E. Crallé, Esq., Piliero Mazza, PLLC, for Linchpin Solutions, Inc., the intervenor.

James J. Gross, Esq., and Eric Lofquist, Esq., Department of the Navy, for the agency. Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency misevaluated awardee's past performance and made an unreasonable source selection decision is denied where the record shows the agency reasonably evaluated the awardee's past performance as relevant and properly considered the quality of its past performance in assessing the firm's past performance overall as essentially equal to the protester's, and where that evaluation supported the agency's source selection judgment that the awardee's better overall non-price evaluation and its lower evaluated price justified its selection as the best value offeror.

DECISION

Advanced Computer Learning Company, LLC, of Fayetteville, North Carolina, a small business, protests the award of a contract to Linchpin Solutions, Inc., of Tampa, Florida, also a small business, under request for proposals (RFP) No. N0018924RZ048, issued by the Department of the Navy, Naval Supply Systems Command Fleet Logistics Center Norfolk, for support services and data link training for the Joint Tactical Operations Interface Training Program and the United States Text Formatting Training Program, in North Carolina and at other domestic and foreign sites. Advanced argues that the Navy misevaluated the proposals and made an unreasonable source selection decision.

We deny the protest.

BACKGROUND

The RFP, issued on August 23, 2024, requested proposals to provide services in support of the Joint Staff Joint Interoperability and Data Link Training Center to train United States and allied armed forces in the use of joint tactical operations interface and multi-tactical data link capabilities. Agency Report (AR), Tab 1, Conformed RFP at 64-65. The RFP, set aside for service-disabled veteran-owned small businesses, contemplated the award of a fixed-price indefinite-delivery, indefinite-quantity contract with an ordering period of up to 66 months, including a 6-month option for extension of services under FAR 52.217-8. Conformed RFP at 104.

The RFP included a performance work statement (PWS) describing the agency's requirements, which were organized into eight tasks. *Id.* at 64. The most relevant to the protest issues are task 3.2 (certify allied training), task 3.4 (course instructional system design), and task 3.8 (contract management/administrative services). *Id.*

Proposals would be evaluated under three factors: performance approach, past performance, and total price. Award would be made to the offeror whose proposal was evaluated as providing the best value overall, where the performance approach factor was more important than past performance and, together, those two non-price factors were more important than total evaluated price.¹ Conformed RFP at 152.

Under the past performance factor, offerors were to identify up to three relevant contracts or efforts within the past five years, as well as information demonstrating the relevance of each. *Id.* at 149. The RFP defined relevance as "performance under contracts or efforts within the past five years that is the same as, or similar to, the scope and magnitude of the work described by this solicitation." *Id.* at 8. Past performance of a proposed subcontractor could be submitted among the relevant contracts; subcontractor past performance will be given weight relative to the scope, magnitude, and complexity of the aspects of the work under the solicitation that the subcontractor is proposed to perform. *Id.*

The relevance of an offeror's past performance references would be assessed individually and, if relevant, in the aggregate. Specifically, the references would be:

evaluated individually and in the aggregate in order to allow offerors who may not have the entire scope and magnitude of the requirement under

¹ The protester did not challenge the evaluation of proposals under the performance approach factor. The firm's initial protest challenged the evaluation of Linchpin's compensation plan; the agency addressed this allegation in detail in its agency report but the protester's comments on that report do not mention the issue. As a result, we consider the issue to have been abandoned and do not address it further. *Mission Essential Grp., LLC*, B-422698.2, Jan. 8, 2025, 2025 CPD ¶ 23 at 6 n.8 (where an agency addresses a protest argument in its report and the protester's comments fail to address the issue, our Office will consider the issue abandoned).

one individual contract to still be considered acceptable if past performance with the full scope, magnitude, and complexity of the requirement can be demonstrated within the allotted number of references as described above. Only past performance exhibiting a meaningful degree of relevance shall be considered in the aggregate. The method of aggregation shall be at the discretion of the Agency.

Id.

For an offeror whose past performance was shown to be relevant, the evaluation would assess the quality of that past performance to evaluate how capable the offeror was of successfully accomplishing the requirements. *Id.* at 152. The outcome of the evaluation would then be expressed in terms of performance confidence.² *Id.* at 149.

The Navy received proposals from seven offerors; only those from Linchpin and Advanced, the incumbent contractor, were evaluated as acceptable or better under the non-price factors. After making an initial award to Linchpin, Memorandum of Law (MOL) at 8, Advanced challenged the award in a protest filed with our Office. During the development of that protest, the Navy decided to take corrective action by reevaluating the proposals and making a new source selection decision, which resulted in dismissal of the protest as academic. *Advanced Comput. Learning Co.*, B-423267, Jan. 24, 2025 (unpublished decision).

A source selection evaluation board (SSEB) reevaluated the proposals from Linchpin and Advanced and produced a report containing narrative evaluation comments and adjectival ratings. Under the performance approach factor, the evaluators rated both firms good and both were assessed multiple strengths, and the evaluators noted that Linchpin's performance approach included a significant strength arising from its approach to instruction systems design under RFP task 3.4 (course instructional system design). AR, Tab 9, SSEB Report at 7, 10, 13.

For the past performance evaluation, the SSEB reported that Advanced submitted one past performance reference, which was for the incumbent contract. The evaluators assessed that reference as very relevant and the quality of the firm's performance supported a substantial confidence rating. *Id.* at 8. For Linchpin's past performance, the evaluators reported that the firm submitted three references: one was for Linchpin's performance as a subcontractor, and two were performed by Linchpin's proposed subcontractor here. *Id.* at 13-14. In assessing relevance, they noted that Linchpin's reference had a smaller magnitude, at \$1.5 million annually, than the RFP contemplated making it less relevant. The proposed subcontractor's first reference was of similar magnitude, at \$[DELETED] million annually, supporting its assessment as very relevant, while the magnitude of the subcontractor's second reference was smaller, at \$[DELETED] million annually, making it somewhat relevant. *Id.* at 13-14. And, as

² The RFP did not list specific adjectival ratings to be used in assessing performance confidence.

discussed below, the evaluators determined that each reference showed relevant past performance and, when aggregated, the past performance record was very relevant. Since each reference was at least somewhat relevant, the evaluators assessed the quality of performance and, as discussed below, assessed Linchpin a past performance rating of substantial confidence. *Id.* at 15.

The contracting officer, acting as the source selection authority, reviewed the evaluation results, as summarized here:

	ADVANCED	LINCHPIN
PERFORMANCE APPROACH	GOOD	GOOD
PAST PERFORMANCE	SUBSTANTIAL CONFIDENCE	SUBSTANTIAL CONFIDENCE
OVERALL RATING	GOOD	GOOD
TOTAL EVALUATED PRICE	\$42.1 MILLION	\$41.6 MILLION

AR, Tab 10, Source Selection Decision Document (SSDD) at 2-3.

The contracting officer's detailed rationale explained that, although the SSEB's adjectival ratings provided guidance, the source selection was based on consideration of the substance of the evaluation. *Id.* at 3. The contracting officer noted that, despite receiving identical ratings under the performance approach factor, the substance of the evaluation showed that Linchpin had an advantage over Advanced, particularly when comparing the firms' approaches to task 3.4 (course instructional system design). *Id.* at 5. Specifically, the contracting officer emphasized that Linchpin's approach to the course instructional system design requirement provided a more comprehensive, forward-thinking practice, and would significantly advance a core mission of the training command. The contracting officer also explained that Linchpin's proposal provided a distinct benefit by proposing to institute processes that would enable "flexible, relevant and current curriculum development," which was essential for the Navy to respond to adversaries' advances in technological capabilities. *Id.* at 7. In comparing the offerors' proposed approaches to the course instructional system design task, the contracting officer determined that the strengths in Advanced's approach were less valuable than the unique significant strength in Linchpin's proposed approach to task 3.4. *Id.*

Under the past performance factor, the contracting officer considered the SSEB's conclusions and supplemented them with personal knowledge of the performance of Linchpin's proposed subcontractor on one reference, and of Linchpin itself on another. *Id.* at 7-8. Combining both personal knowledge and the SSEB's evaluation, the contracting officer concluded that the offerors' past performance justified their ratings of substantial confidence and that the firms were essentially equal here. *Id.* at 8.

The contracting officer concluded that the non-price evaluation overall showed that Linchpin's proposal was superior to Advanced's proposal. *Id.* Linchpin's total evaluated price was lower, so when all factors were considered, the contracting officer determined

that Linchpin's proposal provided the best value and selected it for award. *Id.* at 9. Following a debriefing, Advanced filed this protest challenging the reevaluation of proposals and source selection decision.

DISCUSSION

Advanced argues that the agency unreasonably evaluated Linchpin's past performance, which led to an unreasonable source selection decision. Protest at 6-8. We review the firm's challenges and conclude that neither provides a basis to sustain the protest.

Past Performance Evaluation

Advanced contends that the record does not support the Navy's evaluation with respect to Linchpin's past performance. The protester primarily contends that the Navy unreasonably deemed Linchpin's three past performance references to be similar in scope and in magnitude to the RFP. Comments at 3-6. Had the Navy properly evaluated Linchpin's past performance, Advanced argues, the agency would have concluded the firm's references were not similar in scope or magnitude to the RFP and so were not relevant past performance. *Id.* at 8-9. Advanced also challenges the Navy's assessment of the quality of Linchpin's past performance.

The Navy counters that it conducted a thorough, reasonable, and well-documented evaluation of Linchpin's past performance that was consistent with the RFP criteria. The agency contends that it reasonably concluded that the past performance of Linchpin and its subcontractor, in the aggregate, was very relevant under the RFP criteria, and the performance record--which included the contracting officer's personal knowledge of Linchpin's performance--was positive. Accordingly, the agency contends that the evaluation rating of substantial confidence was reasonable. MOL at 22-23.

Where a protester challenges the evaluation of past performance, our Office will review the evaluation to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and applicable statutes and regulations. *C&C Contractors, LLC*, B-420583, B-420583.2, June 10, 2022, 2022 CPD ¶ 142 at 3. The discretion our Office affords an agency in reviewing its past performance evaluation extends to the judgments of the relevance of an offeror's performance history and the weight to be assigned to the past performance of subcontractors. *Veteran Nat'l Transp., LLC*, B-415696.2, B-415696.3, Apr. 16, 2018, 2018 CPD ¶ 141 at 6. A protester's disagreement with the agency's evaluation judgment regarding past performance, without more, is not sufficient to establish that the evaluation was unreasonable. *Id.* at 7. Our review of the record supports the reasonableness of the agency's evaluation.

As noted above, the RFP provided for the agency to assess the relevance of past performance in terms of scope and magnitude for each reference contract. Conformed RFP at 149. The evaluators determined that scope would be assessed according to whether the past performance involved the development, maintenance, and delivery of courseware curriculum material related to multi-tactical data link network planning and operations. AR, Tab 9, SSEB Report at 2. The magnitude of past performance would

be assessed by comparing the average annual value of the performance reference to an estimated annual value of \$5 million that the Navy anticipated ordering under the contract resulting from the RFP. *Id.*

Advanced argues that the evaluation of Linchpin's past performance was unreasonable because the firm's contracts were not relevant individually and, consequently, the Navy's evaluation of them in aggregate was improper. Comments at 3. The scope of Linchpin's references was misevaluated, Advanced contends, because the RFP required that relevant past performance have the "full scope, magnitude, and complexity" of the PWS, and Linchpin's references did not show performance of all PWS task areas. *Id.* at 4. Advanced contends that the Navy was also required to assess whether Linchpin's past performance demonstrated performance of each subtask within each task, and that such an assessment would have shown that Linchpin did not perform all of the subtasks in the PWS. *Id.* at 4-5. Advanced also challenges the Navy's assessment of the magnitude of the second of Linchpin's past performance references, which it argues was misevaluated because the Navy failed to subtract the value of work performed by subcontractors when assessing the value of the contract. *Id.* at 7. As a result, Advanced argues, Linchpin's past performance was not similar in scope to the PWS or to the magnitude of the contract contemplated by the RFP, and therefore the Navy's evaluation of Linchpin's past performance as very relevant was unreasonable. *Id.* at 4.

Our review provides no basis to sustain Advanced's challenges to the agency's assessment of the relevance of Linchpin's past performance record. As an initial matter, Advanced's overarching argument is that the evaluation was unreasonable because the Navy did not compare the scope of the reference contract under each and every PWS task and subtask. However, the RFP did not specify that past performance was required to demonstrate performance of each and every PWS task (or subtask) for a reference to be considered relevant. Where the agency's method of assessing relevance is otherwise reasonable, our Office does not require that an agency compare references with each task (or subtask) in the anticipated contract, absent language in the RFP that specifies such an evaluation. *Cf. Ecolog Deutschland GmbH*, B-423548, Aug. 5, 2025, 2025 CPD ¶ 171 at 5-6 (denying protest challenging evaluation of experience where solicitation specified that qualifying experience had to demonstrate each task listed). We discuss the evaluation of each reference in turn.

In assessing Linchpin's first reference, which it performed as a subcontractor, the evaluators determined that Linchpin's efforts included the design, development, and delivery of an extensive training package and providing quality assurance for the coordination and completion of training and support documentation packages. AR, Tab 9, SSEB Report at 13. The training provided to communications squadrons included [DELETED]. *Id.*; see also AR, Tab 6, Linchpin Proposal, vol. I, at 20-21 (describing scope of contract). The evaluators judged the effort to be essentially the same scope as the PWS because it showed Linchpin's performance of development, maintenance, and delivery of courseware curriculum material related to multi-tactical data link network planning and operations. AR, Tab 9, SSEB Report at 13. As noted

above, the evaluators recognized that the reference had a lower dollar value, at \$1.5 million annually, than the \$5 million annual value of the anticipated contract, which then resulted in their assessment that the reference was somewhat relevant. *Id.* Advanced has given us no basis to question the Navy's evaluation judgment that, for this effort, Linchpin's role in designing, developing, and delivering the training package that covered fielding and new-equipment training related to multi-tactical data link network planning and operations should be considered to be effectively the same scope as the PWS requirements for development, maintenance, and delivery of courseware curriculum material related to multi-tactical data link network planning and operations.

In assessing Linchpin's second past performance reference, for its proposed subcontractor for this effort, the evaluators determined that the firm had performed as the prime contractor under a contract with an average annual value of \$[DELETED] million. The performance supported the [DELETED] training program. *Id.* at 14. In doing so, the firm's duties included providing [DELETED]. *Id.*; see also AR, Tab 6, Linchpin Proposal, vol. I, at 21-22 (describing scope and annual value of contract). The evaluators assessed this effort as essentially the same scope as the PWS because the reference involved developing, maintaining, and delivering courseware curriculum material related to multi-tactical data link network planning and operations. AR, Tab 9, SSEB Report at 14. They also concluded that the average value of the work showed similar magnitude to the PWS and the reference overall showed very relevant past performance. *Id.*

Advanced disputes both the agency's assessment of the reference's scope and its magnitude. The firm argues that the record "falls far short of showing a significant overlap in scope" to the PWS. The protester also argues that the magnitude assessment should have been reduced by almost half to account for the magnitude of work performed by subcontractors. Comments at 6-7. We disagree. The RFP did not require the Navy to assess the similarity of scope by matching the reference to the PWS tasks and subtasks. The record shows the Navy's conclusion that the scope of the second reference was substantially similar to the PWS was reasonably based on assessing the subject matter of the reference and concluding that it involved similar courseware design and delivery.³ The protester's argument regarding the Navy's assessment of the similarity in magnitude of the reference to the RFP is unpersuasive because an agency assessing past performance is not limited to considering only specific elements of past performance that a prime contractor performed with its own employees, rather than through the efforts of its subcontractors. See, e.g., *ITT Corp., Sys. Div.*, B-310102.6 *et al.*, Dec. 4, 2009, 2010 CPD ¶ 12 at 9 (rejecting argument that, "in conducting its evaluation of an offeror's corporate experience (or past performance), [an agency must] exclude for evaluation purposes . . . work that had been performed by any of the subcontractors").

³ As noted above, the RFP provided that relevant past performance included with that was "the same as, or similar to, the scope and magnitude of the work described by this solicitation." Conformed RFP at 8.

In evaluating Linchpin's third past performance reference, which was also for Linchpin's proposed subcontractor, the evaluators determined that the work was performed as a subcontractor that included providing expert technical, operational, and analytical services, experimentation and evaluation support, research and documentation of [DELETED]. AR, Tab 9, SSEB Report at 14; see also AR, Tab 6, Linchpin Proposal, vol. I, at 22. The evaluators determined that the scope of the effort included developing and maintaining courseware curriculum material but nevertheless lacked some of the relevant areas involving courseware relevant to multi-tactical data link network planning and operations. AR, Tab 9, SSEB Report at 14. They also determined that the reference showed magnitude of \$[DELETED] million annually and was thus smaller than the expected value of orders contemplated by the RFP. *Id.* Those differences led the evaluators to assess the third past performance reference as somewhat relevant. *Id.*

The protester argues, the record lacks sufficient detail to show that the third reference included performance of 49 subtasks under two of the PWS tasks, or more broadly that the reference showed any meaningful degree of relevance to the RFP. Comments at 6. As with the previous challenges to the Navy's assessment of the similarity between the scope of Linchpin's references and the PWS, Advanced has not shown that the RFP required the Navy to determine relevance based on identifying whether each task or subtask in the PWS was within the scope of the past performance reference. *Cf. Ecolog Deutschland GmbH, supra* at 5-6. In its evaluation, the agency found that the reference included some similar requirements to the PWS even though the evaluators also recognized that the reference did not include other important requirements and was smaller in magnitude. The evaluators found that the similarity between the scope and magnitude of the reference and the RFP was sufficient that the reference was somewhat relevant. That judgment is within the discretion of the Navy's evaluators to make based on their understanding of both how the reference was similar to the PWS and how it differed. Advanced's disagreement with the agency's evaluation judgment in this regard is not a basis for our Office to sustain its protest. See *Veteran Nat'l Transp., LLC, supra* at 7.

After considering each individual reference, the Navy considered Linchpin's past performance in the aggregate and determined that it showed past performance that involved essentially the same scope as the PWS, and the magnitude was the same, if not larger, than the orders expected to be placed under the contract resulting from the RFP. AR, Tab 9, SSEB Report at 15. Although Advanced argues that the consideration of the awardee's past performance in aggregate was improper because each of the references individually did not have a "meaningful degree of relevance" as the RFP required, Comments at 6, the record does not support the protester's argument. As explained above, the Navy reasonably determined that each of Linchpin's references had sufficient similarity in scope and magnitude to be considered at least somewhat relevant. Additionally, the Navy's subsequent evaluation of all three references in aggregate was consistent with the terms of the RFP, which expressly provided for such an aggregation of past performance references if they had a meaningful level of relevance.

We now turn to the protester's argument that the quality of Linchpin's past performance does not justify a substantial confidence rating. Advanced objects that the SSEB assessed the performance of each contract as a whole; that is, the reported performance did not separate out the performance of Linchpin individually (or its proposed subcontractor) but instead described the performance of the contract as a whole including both the prime contractor and subcontractor(s). Comments at 8.

We regard it as a matter committed to the Navy's evaluation discretion to consider the quality of performance of each reference contract as a whole, instead of requiring information specifically about the quality of work performed by Linchpin individually or by its proposed subcontractor individually. Importantly, the reported performance was wholly positive in each case for the firm at issue, even though the firm was a subcontractor. Additionally, the contracting officer included personal knowledge of both firms' performance records, which provided further support for concluding that Linchpin's past performance record justified a substantial confidence rating and, when compared to Advanced, was essentially equal under the past performance factor. AR Tab 10, SSDD at 7-8. Specifically, the contracting officer identified personal knowledge of Linchpin's proposed subcontractor's performance [DELETED] and the subcontractor's ongoing performance as a subcontractor under a short-term contract for essentially the same services as the RFP required. *Id.* The contracting officer determined that the record, including that personal knowledge, provided an "extraordinarily strong basis" on which to assess performance confidence for Linchpin. *Id.* at 8. As a result, we conclude that the record here is sufficient to demonstrate that the contracting officer's assessment of Linchpin's past performance was supported by the record and reasonably justified rating Linchpin with substantial confidence under the past performance factor. See *Omega World Travel, Inc.*, B-271262.2, July 25, 1996, 96-2 CPD ¶ 44 at 4 (evaluators properly considered personal knowledge of offeror's performance in evaluating past performance).

Source Selection Judgment

Finally, Advanced challenges the source selection decision as unreasonable, arguing that the selection judgment was based on the alleged errors in the past performance evaluation. As discussed above, our review of the record shows that the past performance evaluation was reasonable and supported the contracting officer's determination that Advanced and Linchpin were essentially equal under the past performance factor evaluation.

In the source selection judgment, the record reflects that the contracting officer recognized that the evaluation showed that Linchpin provided unique advantages under the performance approach factor that made its proposal superior to the protester's, that the two offerors' past performance was essentially equal, and that Linchpin's total evaluated price was lower. As a result, the source selection judgment that Linchpin's proposal offered a better value than Advanced's proposal was reasonable and consistent with the RFP criteria. Since we deny the protester's challenges to the past performance evaluation, its argument provides no basis to sustain its challenge to the

source selection. See *Chugach Logistics-Facility Servs. JV, LLC*, B-421351, Mar. 21, 2023, 2023 CPD ¶ 80 at 11 (challenge to source selection that depends upon challenges to aspects of the evaluation that were themselves denied or dismissed does not provide a basis to sustain the protest).

The protest is denied.

Edda Emmanuelli Perez
General Counsel