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Decision

Matter of: Valiant Government Services, LLC

File: B-423740; B-423740.2

Date: November 26, 2025

Daniel R. Forman, Esq., Cherie J. Owen, Esq., and Roxanne N. Cassidy, Esq., Crowell & Moring LLP, for the protester.

Craig A. Holman, Esq., Stuart W. Turner, Esq., Amanda J. Sherwood, Esq., Nicole A. Williamson, Esq., and Samantha C. Smith, Esq., Arnold & Porter Kaye Scholer LLP, for The Mission Essential Group, LLC, the intervenor.

Captain Sana H. Daniell, and Captain Lindsay M. DeFer, Department of the Army, for the agency.

Nathaniel S. Canfield, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging the agency unreasonably failed to assign strengths to the protester's proposal is denied where the agency's evaluation was reasonable and in accordance with the solicitation.
 2. Protest that the agency disparately evaluated the proposals of the protester and the awardee is denied where the record shows that the agency equally evaluated the proposals in accordance with the terms of the solicitation.
 3. Protest alleging that the agency was required to amend the solicitation due to material changes in the agency's requirements is denied where the solicitation contemplated ongoing fluctuations of requirements and such fluctuations occurred after the solicitation was issued.
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DECISION

Valiant Government Services, LLC, of Fayetteville, North Carolina, protests the issuance of a task order to The Mission Essential Group, LLC, of New Albany, Ohio, under request for task order proposals (RTOP) No. W50NH925REUC3, issued by the Department of the Army for linguist services. The protester alleges that the agency unreasonably failed to assign strengths to its proposal, treated proposals unequally, failed to amend the RTOP in accordance with Federal Acquisition Regulation (FAR)

section 15.206 when the agency's requirements changed, and performed a flawed best-value tradeoff.

We deny the protest.

BACKGROUND

Pursuant to FAR subpart 16.5, the agency issued the RTOP on December 20, 2024, to firms within the force protection pool (other than small business) under the Department of Defense Language Interpretation and Translation Enterprise II multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract. Contracting Officer's Statement (COS) at 1-2.¹ The RTOP, which the agency amended twice, sought proposals for linguist support services required for the U.S. European Command (EUCOM) and U.S. Army Intelligence and Security Command. *Id.* The protester currently provides linguist services in support of U.S. forces in Europe under a task order known as EUCOM II. *Id.* at 2; Agency Report (AR), Tab 3, Consolidation Determination & Findings (D&F) at 1-2. Mission Essential, the intervenor here, currently provides linguist services in support of U.S. forces in Kosovo under another task order. COS at 2; AR, Tab 3, Consolidation D&F at 1-2. The task order to be issued here, known as EUCOM III, combines those two requirements under a single task order. COS at 2; AR, Tab 3, Consolidation D&F at 1.

The RTOP contemplated issuance of a single time-and-materials task order with cost-reimbursement line items for other direct costs, travel, and Defense Base Act insurance.² COS at 2; AR, Tab 23, RTOP at 4. The period of performance comprises a 1-year base period, four 1-year options, and one additional 6-month option. RTOP at 4, 23. The RTOP stated that the agency would make its source selection decision on a best-value tradeoff basis, considering three factors: continuity and transition plan; past performance; and cost/price. *Id.* at 94. The continuity and transition plan factor encompassed continuity plan and transition plan subfactors, with the continuity plan subfactor being more important than the transition plan subfactor. *Id.* at 94, 98. The continuity and transition plan factor was significantly more important than the past performance factor, and the past performance factor was more important than the cost/price factor. *Id.* at 98. When combined, the non-cost/price factors were significantly more important than the cost/price factor. *Id.*

¹ Citations to the record are to the electronic page numbers.

² The Defense Base Act of 1941, 42 U.S.C. §§ 1651-1654, mandates a broad form of workers' compensation insurance coverage for non-U.S. government contractor personnel working on certain government contracts outside the United States. See *WorldWide Language Res., Inc.*, B-420900, Oct. 21, 2022, 2022 CPD ¶ 265 at 6 n.6.

Relevant to the allegations here, offerors were to submit a narrative describing their approach to ensuring continuity of services under the continuity plan subfactor, which the agency would evaluate as follows:

The [g]overnment will evaluate the [o]fferor's proposed approach to ensure continuity of linguist services, without interruption, when a contractor employee needs to be replaced. The [g]overnment will also evaluate the [o]fferor's plan to pre-screen and pre-position a sufficient pipeline of linguists in order to ensure rapid replacement within timelines specified in [performance work statement (PWS)] C.2.4.7 (not inclusive of any subsections).

Id. at 78, 98. Paragraph C.2.4.7 of the PWS, in turn, stated as follows:

The contractor shall recruit and pre-vet, hire, vet, and retain linguists to meet the requirements of this contract. The contractor shall maintain a reliable linguist pipeline of qualified linguist candidates. A "[q]ualified" linguist candidate is defined as a vetted candidate immediately deployable to [the continental United States (CONUS) Replacement Center (CRC)] for all CONUS US-[h]ired [category] I, II, and III linguists or vetted in-country [l]ocal [n]ational linguist. In accordance with [contract data requirements list] A00008 – Quick Reaction Capability Matrix, the contractor shall have a contingency plan outlining processes to fill vacant positions and replace linguists who are unable to work. The contractor shall provide immediate replacement candidates (a linguist submitted to the [g]overnment for processing would be considered a replacement candidate) within three calendar days of those personnel who are unable to perform for any reasons (mobilized, become injured, incapacitated, take [paid time off]/sick leave, or are unable to work). The contractor shall immediately report to the [contracting officer's representative] any linguist who is not attached to an end user or who is not being fully utilized.

Id. at 32.

The agency received proposals from three offerors, including the protester and Mission Essential. COS at 2. The agency evaluated the proposals submitted by the protester and Mission Essential as follows:

	Valiant	Mission Essential
CONTINUITY AND TRANSITION PLAN	GOOD	GOOD
Continuity Plan	Acceptable	Acceptable
Transition Plan	Good	Good
PAST PERFORMANCE	SATISFACTORY CONFIDENCE	SUBSTANTIAL CONFIDENCE
COST/PRICE	\$234,039,382	\$208,264,440

AR, Tab 44, Source Selection Decision Document (SSDD) at 15.

The agency concluded that the proposals were approximately equal to each other under the continuity and transition plan factor, but that Mission Essential's proposal was superior under the past performance factor. *Id.* at 21. Thus, because Mission Essential's proposal was both technically superior and lower in cost, the agency selected Mission Essential for receipt of the task order. *Id.*

On June 30, 2025, the agency notified the protester that it had issued the task order to Mission Essential. COS at 3. After a debriefing, the protester filed this protest with our Office.³

DISCUSSION

The protester raises two challenges to the agency's evaluation under the continuity plan subfactor, contending that the agency unreasonably failed to assign strengths to the protester's proposal and treated proposals unequally. Additionally, the protester alleges that the agency violated FAR section 15.206 by failing to amend the RTOP to reflect changed requirements. Finally, the protester challenges the agency's best-value tradeoff, arguing that it failed to look behind the assigned adjectival ratings and consider discriminators that favored the protester's proposal.⁴ As discussed below, we conclude that there is no basis on which to sustain the protest.

³ As the value of the issued task order exceeds \$35 million, this protest is 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).

⁴ The protester additionally challenged the evaluation under the past performance factor in both its initial and supplemental protests, see Protest at 34-41; Comments & Supp. Protest at 27-33, but it subsequently withdrew those allegations, see Comments & Supp. Protest at 27 n.17; Supp. Comments at 26 n.9. The protester also initially alleged that the agency unreasonably failed to assign a strength to its proposal under the transition plan subfactor. Protest at 28-32. The agency responded at length to that allegation, see Memorandum of Law (MOL) at 50-56, and the protester did not address that response in its comments. We therefore consider the protester to have abandoned
(continued...)

Continuity Plan Subfactor

The protester alleges that the agency's evaluation of proposals under the continuity plan subfactor of the continuity and transition plan factor was prejudicially flawed. First, the protester contends that the agency unreasonably failed to assign a number of strengths to the protester's proposal. Second, the protester alleges that the agency unequally treated proposals with respect to linguist pipeline size. On our review of the record, neither contention provides a basis to sustain the protest.

Failure to Assign Strengths to the Protester's Proposal

The agency's evaluators assessed several aspects of the protester's continuity plan, including the proposed approaches to recruiting, pre-vetting, hiring, and retention; maintaining a pipeline of qualified linguists; and providing replacement personnel. AR, Tab 38, Valiant Technical Evaluation Report at 4-6. The evaluators assigned no strengths or weaknesses to the proposal under the continuity plan subfactor, concluding that the protester's continuity plan met requirements and indicated an adequate approach and understanding of the requirements. *Id.* The evaluators therefore assigned a rating of acceptable under the continuity plan subfactor. *Id.* at 6. The source selection authority reviewed and concurred with the evaluators' conclusions. AR, Tab 44, SSDD at 10, 13.

The protester contends that the agency unreasonably evaluated its proposal under the continuity plan subfactor, arguing that it merited the assignment of multiple strengths. Protest at 8-28; Comments & Supp. Protest at 3-26. The agency responds that its evaluation was reasonable and consistent with the RTOP's evaluation criteria, and that the agency properly concluded that the protester's continuity plan did not offer any aspects warranting the assignment of strengths. MOL at 16-50. While we do not discuss each individual evaluation challenge or variation thereof raised by the protester, as reflected in the representative examples addressed below, we have considered them all and find that none provides a basis to sustain the protest.⁵

(...continued)

this argument, and we will not further consider it. 4 C.F.R. § 21.3; *LinTech Global, Inc.*, B-419107, Dec. 10, 2020, 2021 CPD ¶ 5 at 3.

⁵ Additionally, among the protester's allegations with respect to the continuity plan subfactor is the contention that the agency failed to credit the protester's proposal with a strength for its approach to exceeding contract fill rates. Protest at 26-28. The agency responded to this allegation, arguing that its evaluation in this regard, as with the other alleged missed strengths, was reasonable and consistent with the RTOP's terms. MOL at 44-50. The protester did not address the agency's response in its comments, and we therefore consider the protester to have abandoned this argument. *LinTech Global, supra.*

The evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15. When reviewing protests of an award in a task order competition, we do not reevaluate proposals but, rather, examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7. A protester's disagreement, without more, does not form the basis for us to conclude that an evaluation was unreasonable. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

Additionally, an agency's judgment that the features identified in the proposal did not significantly 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. In that regard, an agency's contemporaneous evaluation record is not required to "prove a negative," or document determinations of adequacy (*i.e.*, why a proposal did *not* receive a strength or weakness). See, *e.g.*, *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 10 n.15; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 8; *By Light Prof'l IT Servs., LLC*, B-417191.3, Dec. 4, 2019, 2019 CPD ¶ 416 at 4 n.5; *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17; see also FAR 15.305(a). When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we continue to review whether an agency's explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. See *By Light Prof'l Servs.*, *supra* at 4-5 (finding the post-protest explanations provided by the agency established the reasonableness of the evaluation regarding the alleged unacknowledged strengths); *Cognosante*, *supra* at 7-8 (finding the statements from the evaluators and contracting officer responding to the protester's arguments demonstrated the reasonableness of the agency's decision not to assign the challenged strengths).

The protester first contends that the agency overlooked a strength with respect to limiting linguist attrition. Protest at 11-15; Comments & Supp. Protest at 4-11. In this regard, the protester argues that its retention approach merited a strength, citing in particular the statement in its proposal that the protester's approach has resulted in a monthly attrition rate of only [DELETED] percent since 2020. Protest at 13-14; Comments & Supp. Protest at 5-6. Because the RTOP's performance requirements summary requires retention of 95 percent of personnel for 9 out of 12 months--*i.e.*, the attrition rate is not to exceed 5 percent over that timeframe--the protester contends that its proposal demonstrated that its approach to retention would exceed requirements, and therefore should have been assigned a strength. *Id.* The agency responds that it properly evaluated the protester's retention approach, concluding that it did not

demonstrate merit warranting the assignment of a strength. MOL at 23-24. The agency argues that the protester's contention therefore represents only disagreement with the agency's evaluative judgment. *Id.*

The record reflects that the agency evaluated the protester's "approach to recruiting, pre-vetting, hiring, and retention[.]" echoing the language of PWS paragraph C.2.4.7 discussed above. AR, Tab 38, Valiant Technical Evaluation Report at 4. As part of that aspect of the evaluation, the agency concluded that the protester's "retention approach includes standard inducements such as employee engagement, professional development, incentives, recognition, and morale trips." *Id.* The agency viewed this approach as consisting of "typical industry practices[.]" concluding that it "was adequate to retain linguists on contract." *Id.* The agency therefore did not assign a strength to the protester's proposal for its approach to linguist attrition. *Id.* at 4, 6.

The parties' primary disagreement concerns the representation in the protester's proposal that the protester's retention approach historically led to low attrition rates, information that the agency did not consider in its evaluation because it "viewed [that information] as past performance[.]" *Id.* at 4. The protester contends that this was improper, and that the demonstrated record of success of its retention approach should have led the agency to conclude that its approach merited a strength. While we previously have concluded that it was not improper for an agency to consider data relevant to the results of an offeror's approach to minimizing staffing gaps, see *Delphinus Eng'g, Inc.*, B-421574, July 5, 2023, 2023 CPD ¶ 168 at 7-8, it does not necessarily follow that an agency is required to do so. In relevant part, the RTOP stated that the agency would evaluate the "proposed approach to ensure continuity of linguist services," RTOP at 98, thus indicating a focus on processes and not necessarily results, which can be influenced by factors other than an offeror's approach. The record demonstrates that the agency considered the relevant aspects of the protester's approach to ensuring continuity of services, concluding that they did not have merit or exceed requirements in a way that would be advantageous to the agency. The protester may disagree with the agency's judgment that its retention approach did not have merit that would result in an advantage to the agency, but the protester's disagreement, without more, is insufficient to demonstrate that the agency unreasonably failed to assign a strength for this aspect of the proposal.

Next, the protester alleges that the agency unreasonably failed to assign a strength for the protester's rapid mobilization team, which the protester contends exceeded requirements to meet changes to agency linguist needs within 30 days. Protest at 22-24; Comments & Supp. Protest at 17-19. The agency responds that it evaluated this aspect of the protester's proposal, concluding that, while it played a part in demonstrating that the protester's approach was adequate to meet requirements, it did not present an advantage meriting a strength. MOL at 36-38. On our review of the record, this allegation also does not present a basis on which to sustain the protest.

The protester's proposal includes a table listing various aspects of the proposal as "strengths." AR, Tab 27, Valiant Technical Proposal at 3. Within this table, the proposal

discusses and proffers various benefits of the protester's mobilization team. *Id.* at 3. While the proposal states that the protester's mobilization team "is already in place and has supported over [DELETED] linguist deployments[.]" it provides little detail as to how that team provides such support. *Id.* In that regard, the only discussion of what the mobilization team does regards weekly counterintelligence-focused interviews or polygraphs with linguist candidates who have completed pre-vetting. *Id.* at 5. Thus, while the proposal states that the mobilization team benefits the agency by "[e]liminat[ing] costly learning curves, mitigat[ing] deployment delay risks, maximiz[ing] fill rates, efficiently process[ing] candidates for deployment at sufficient quantity levels, rapidly adapt[ing] to contract scope changes, and effectively manag[ing] all contract elements[.]" *id.* at 3, it does not demonstrate how the mobilization team provides that benefit.

The record reflects that the agency considered the protester's proposed mobilization team, but disagreed with the assertion in the proposal that it merited a strength. AR, Tab 38, Valiant Technical Evaluation Report at 5. In the absence of detail in the proposal regarding how the mobilization team delivers the benefits claimed by the protester, we cannot conclude that the agency's evaluation was unreasonable in this regard. See, e.g., *Delphinus*, *supra* at 7 (agency reasonably did not assign strength where proposal lacked detail on approach and how it provided a benefit to the agency). We therefore deny this ground of protest.

As a final example, the protester contends that the agency unreasonably failed to credit the protester's approach to retaining the incumbent workforce. Protest at 24-26; Comments & Supp. Protest at 20-23. Here, the protester again points to the table in its proposal discussed above, which characterized the fact that the protester had obtained signed letters of commitment from "[DELETED] [percent] of incumbent management staff and linguists on the EUCOM II [task order] and [DELETED] incumbent personnel on the Kosovo [task order]" as a strength of the protester's proposal. AR, Tab 27, Valiant Technical Proposal at 3. The agency responds--and the record reflects--that the agency did not assign a strength under the continuity plan subfactor because the agency did not consider it to be germane to that subfactor. MOL at 38-44; AR, Tab 38, Valiant Technical Evaluation Report at 5. We conclude that this aspect of the agency's evaluation was not unreasonable.

The RTOP stated that, under the continuity plan subfactor, the agency would evaluate the "proposed approach to ensure continuity of linguist services, without interruption, when a contractor employee needs to be replaced." RTOP at 98. Thus, the RTOP indicated that the continuity plan subfactor was concerned with replacement of personnel during the course of performance, in such a manner as to ensure continuity of services. By contrast, the RTOP stated that, under the transition plan subfactor, the agency would evaluate the "proposed approach for the transition-in process[] . . . to ensure a seamless transition from the incumbent contractor . . . so that successful performance of services may commence within the required PWS timelines[.]" *Id.* Thus, the RTOP indicated that the transition plan subfactor was concerned with the orderly and successful transition of services at the outset of performance.

It was not unreasonable for the agency to conclude that the protester's proposed incumbent capture--which occurs at the outset of performance--was not relevant to the replacement of personnel as needed during the course of performance. Indeed, the protester's proposal itself appears to recognize that aspect of the proposal was relevant to the transition from the previous task orders to the task order at issue here, stating with respect to incumbent capture that "[l]inguists currently performing on the existing . . . [task orders] remain in place *on day one of execution*[,]” and that “we can eliminate risk to mission continuity *during the transition period* through this pre-positioned pipeline of incumbent personnel.” AR, Tab 27, Valiant Technical Proposal at 3 (emphasis added). Thus, even the protester's proposal indicates that the protester's proposed retention of incumbent personnel is germane to the transition plan subfactor, rather than the continuity plan subfactor.⁶ On this record, the protester has not demonstrated that the agency's decision not to assign a strength under the continuity plan subfactor was unreasonable.

As these representative examples demonstrate, the agency reasonably declined to assign the strengths claimed by the protester under the continuity plan subfactor. We therefore deny this ground of protest.

Unequal Treatment

The protester further alleges that the agency unequally evaluated proposals with respect to the agency's consideration of the offerors' respective linguist pipeline sizes under the continuity plan subfactor.⁷ Protest at 32-33; Comments & Supp. Protest

⁶ The protester cites our decisions in *IAP World Services, Inc.; EMCOR Government Services*, B-407917.2 *et al.*, July 10, 2013, 2013 CPD ¶ 171, and *360 IT Integrated Solutions*, B-414650.7, B-414650.12, May 18, 2018, 2018 CPD ¶ 188, arguing that they stand for the principle that “an agency cannot reasonably deprive an offeror of its deserved strength solely on the basis that the proposal attribute may have separately contributed to the assignment of a strength under another factor.” Protest at 26. In both of those decisions, however, we concluded that the agencies had treated proposals unequally, and that the protester's proposals had been deprived of strengths for aspects of their proposals that were similar to aspects of the awardees' proposals that had received strengths. See *IAP World Servs.*, *supra* at 11-12; *360 IT*, *supra* at 10. Thus, the prejudicial error was not the failure to assign strengths for the same proposal aspect under multiple factors; it was the failure to assign strengths in that manner consistently across proposals. Similar evidence of unequal treatment is not present here with respect to the protester's proposed retention of the incumbent workforce.

⁷ As stated in the RTOP, a linguist pipeline consists of “the actual number of linguists performing work at designated performance locations [and] the number of [linguist] candidates that have completed 1) vendor pre-vetting, 2) [counterintelligence]-focused security interview, 3) polygraph examination, and 4) CRC, as well as those pending security eligibility determinations.” RTOP at 32-33.

at 23-25. The protester points to the agency's statement that it did not assign a strength to the protester's proposal for pipeline size because "pipeline size was not considered[.]" Comments & Supp. Protest at 24 (quoting AR, Tab 38, Valiant Technical Evaluation Report at 5). The protester further cites the agency's evaluation of Mission Essential's proposal, arguing that the agency considered Mission Essential's pipeline size in determining that its approach to maintaining adequate staffing met requirements. *Id.* (citing AR, Tab 40, Mission Essential Technical Evaluation Report at 4-5). The agency responds that it applied the same standard to each proposal, as the evaluators considered each offeror's pipeline size in evaluating the approach to maintaining an adequate pipeline of linguists. MOL at 62-65; Supp. MOL at 11-12.

It is a fundamental principle of federal procurement law that agencies must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *NTT Data Servs. Fed. Gov't, LLC*, B-421708.3, B-421708.4, Nov. 27, 2023, 2023 CPD ¶ 273 at 10. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals since agencies properly may assign dissimilar proposals different evaluation ratings. *Id.*

Here, as the agency points out, the record reflects that the agency equally considered the offerors' pipeline size in determining that both proposals demonstrated an adequate approach to maintaining an adequate pipeline of linguists. With respect to the protester's proposal, the evaluation report describes various facets of the protester's approach to maintaining its linguist pipeline, and further discusses information from the protester's proposal regarding the numbers of linguists and candidates the protester has available. AR, Tab 38, Valiant Technical Evaluation Report at 4. The agency concluded that the "pipeline information"--*i.e.*, the numbers provided by the protester--"demonstrated [the protester's] processes are sufficient to maintain a pipeline of linguists." *Id.* at 4-5.

The agency similarly evaluated Mission Essential's proposal with respect to pipeline maintenance. The evaluation report for Mission Essential's proposal also describes various facets of the approach to maintaining the linguist pipeline, and also discusses information from Mission Essential's proposal regarding the numbers of deployable and pre-vetted linguists. AR, Tab 40, Mission Essential Technical Evaluation Report at 4. In view of that information, the agency concluded that Mission Essential's "pipeline management meets the requirements to supply qualified candidates[.]" *Id.* at 4-5. Thus, the record shows that the agency considered both offerors' pipelines in assessing their approaches to maintaining adequate numbers of linguists to meet requirements.

The protester's argument stems from a section of the evaluation report for its proposal in which the agency's evaluators rejected the list of strengths--referenced above--claimed by the protester's proposal, among which were claims of strengths related the protester's pipeline size. See AR, Tab 38, Valiant Technical Evaluation Report at 5. The protester seizes on the statement in the evaluation report that "pipeline size was not considered" by the evaluators in declining to assign the strengths claimed by the

protester. *Id.* Notwithstanding this statement, as discussed above, the record demonstrates that the agency considered pipeline size for both offerors in evaluating their respective approach to maintaining an adequate linguist pipeline. The record therefore contradicts the protester's allegation of unequal treatment, and we deny this ground of protest.

Failure to Amend the RTOP

The protester alleges that the agency failed to amend the RTOP in response to a change in the agency's requirement in accordance with FAR section 15.206.⁸ Protest at 41-43; Comments & Supp. Protest at 34-41. Specifically, the protester contends that the number of linguists required by the agency decreased significantly, such that the agency's requirement had substantially changed and required an amendment to the RTOP. *Id.* The agency responds that its requirements did not change, and that the agency therefore was not required to amend the RTOP. MOL at 105-108. For the reasons stated below, we conclude that the agency did not err in failing to amend the RTOP.

As discussed above, the task order at issue here combines linguist requirements currently performed under two task orders: the EUCOM II task order performed by the protester; and the Kosovo task order performed by Mission Essential. The linguist requirements here are set forth in attachment 0001 to the RTOP, referred to as the technical exhibit. COS at 32. At the time the agency issued the RTOP on December 20, 2024, the technical exhibit required [DELETED] full-time equivalents (FTEs), and that figure remained unchanged throughout the course of the procurement. *Id.*

The protester states--and the agency does not refute--that [DELETED] of the FTEs listed in the technical exhibit are for the geographical area covered by the current EUCOM II task order, with the remaining [DELETED] FTEs being for the geographical

⁸ Section 15.206 of the FAR requires that, "[w]hen, either before or after receipt of proposals, the Government changes its requirements or terms and conditions, the contracting officer shall amend the solicitation." FAR 15.206(a). The regulations governing task and delivery order competitions under FAR part 16 do not specify whether the requirements of FAR section 15.206 apply. See FAR 16.505. However, for task order competitions exceeding \$6 million (recently amended to \$7.5 million, effective as of October 1, 2025, see 90 Fed. Reg. 41,872, 41,878 (Aug. 27, 2025))--such as the one here--the FAR requires the agency to provide all IDIQ contract holders the fair opportunity to be considered for each order, which includes a "notice of the task or delivery order that includes a clear statement of the agency's requirements." FAR 16.505(b)(1)(iv)(A). Accordingly, our Office has considered challenges to whether an agency should have amended a solicitation after a change in the agency's requirements in task and delivery order competitions. *The Mission Essential Grp., LLC*, B-421504.4, B-421504.5, Nov. 29, 2023, 2025 CPD ¶ 231 at 9 n.10.

area covered by the current Kosovo task order. Protest at 8, 42; Comments & Supp. Protest at 35. The EUCOM II task order, like the task order at issue here, also contained a technical exhibit listing the agency's linguist requirements, which the agency would amend as its needs changed during the course of performance. AR, Tab 5, Contracting Officer's Declaration at 1-2. As of the December 20, 2024, issuance date of the RTOP, the EUCOM II task order technical exhibit required the provision of [DELETED] FTEs. *Id.* at 2.

The agency amended the EUCOM II task order technical exhibit once between the December 20, 2024, RTOP issuance date and the February 7, 2025, proposal due date, increasing the number of FTEs from [DELETED] to [DELETED] on February 5, 2025. *Id.* at 2. After proposals were due and before the agency issued the EUCOM III task order that is the subject of this protest, the agency made several more amendments to the EUCOM II task order technical exhibit:

- On April 29, 2025, the agency decreased the number of FTEs from [DELETED] to [DELETED].
- On May 6, 2025, the agency increased the number of FTEs from [DELETED] to [DELETED].
- On May 23, 2025, the agency decreased the number of FTEs from [DELETED] to [DELETED].
- On May 28, 2025, the agency decreased the number of FTEs from [DELETED] to [DELETED].
- On June 5, 2025, the agency increased the number of FTEs from [DELETED] to [DELETED].
- On June 16, 2025, the agency decreased the number of FTEs from [DELETED] to [DELETED].
- On June 24, 2025, the agency decreased the number of FTEs from [DELETED] to [DELETED].

Id. at 2.

Thus, at the time the EUCOM III proposals were due, the number of FTEs required under the EUCOM II task order was [DELETED]. At the time the agency issued the EUCOM III task order on June 30, 2025, the number of FTEs required under the EUCOM II task order was [DELETED], or [DELETED] fewer FTEs than the [DELETED] FTEs listed in the RTOP's technical exhibit that were for the geographical area covered by the EUCOM II task order. The protester contends that, because the EUCOM III task order includes the requirements of the EUCOM II task order, this reduction in FTEs under the EUCOM II task order indicates that the agency's EUCOM III requirements changed in such a manner as to require an amendment to the RTOP.

Where an agency's requirements change in a material way after a solicitation has been issued, the agency generally must issue an amendment and afford all offerors an opportunity to compete for its changed requirements. *Companion Data Servs., LLC*, B-410022, B-410022.2, Oct. 9, 2014, 2014 CPD ¶ 300 at 10. Nonetheless, our Office

has explained that where a solicitation contemplates, for example, ongoing fluctuations of requirements that do not constitute material changes, and such fluctuations occur after a solicitation is issued, an agency need not, in effect, begin the procurement anew. See *Occam Sols., Inc.*, B-415422, B-415422.2, Jan. 9, 2018, 2018 CPD ¶ 22 at 4; *Companion Data, supra* at 10; *Leidos, Inc.*, B-409214.4, Jan. 6, 2015, 2015 CPD ¶ 63 at 10; *Logistics 2020, Inc.*, B-408543.4, Feb. 28, 2014, 2014 CPD ¶ 110 at 6; *Nuclear Prod. Partners, LLC*, B-407948.9, Sept. 24, 2013, 2013 CPD ¶ 228 at 7-8.

Here, the RTOP contained several provisions advising offerors that the linguist requirements set forth in the technical exhibit, including the number of FTEs, were dynamic and subject to change according to mission needs. To that end, paragraph C.1.5.2.1 of the PWS stated that “[t]he linguist positions identified in the [t]echnical [e]xhibit reflect[] the current requirement under this [t]ask [o]rder to support the EUCOM mission. The contractor shall be prepared to quickly respond to changes in the required number of linguist FTEs[.]” RTOP at 24. Other provisions made clear that changes based on evolving needs would be made through amendments to the technical exhibit. Thus, paragraph C.1.1 stated that “[a]ddition and removal of end users based on evolving mission requirements will be codified through changes to the [t]echnical [e]xhibit[.]” *Id.* at 22. Paragraph C.1.4.2 stated that “[t]he performance location for interpretation and translation support services may change over time . . . due to changing operational requirements. Changes will be reflected in the [t]echnical [e]xhibit . . . via a bilateral modification.” *Id.* at 23. Paragraph C.2.2.1.5 similarly stated that “[t]he mission area tasks may change due to evolving mission requirements which will be reflected in the [t]echnical [e]xhibit[.]” *Id.* at 26. Paragraph C.2.4.7.4 further stated that the selected contractor would “have 30 calendar days to meet changes in the [t]echnical [e]xhibit.” *Id.* at 33.

Thus, the RTOP expressly contemplated ongoing performance fluctuations, including with respect to the numbers of linguist staff that the agency would require to meet changing mission needs. In similar circumstances where the solicitation anticipated a fluctuating number of personnel at changing locations around the globe, we have concluded that no solicitation amendment based on reduced staffing needs was required. See *Logistics 2020, supra* at 6 (where solicitation anticipated fluctuating personnel numbers, reductions in the number of staff on the incumbent contract did not provide a basis to require a solicitation amendment). Accordingly, we deny this ground of protest.

Best-Value Tradeoff

Finally, the protester challenges the agency’s best-value tradeoff, contending that the agency unreasonably determined that the protester’s and Mission Essential’s proposals were equally meritorious under the continuity and transition plan factor.⁹ Protest

⁹ The protester also contends that the agency’s best-value tradeoff was flawed because it was based upon a defective underlying evaluation. Protest at 47-48; Comments & (continued...)

at 46-47; Comments & Supp. Protest at 42-48. In essence, the protester argues that, even if its proposal did not merit the assignment of strengths, the agency failed to look behind the adjectival ratings assigned to the proposals and determine that the protester's linguist pipeline, retention approach, and incumbent capture nevertheless were discriminators that should have led the agency to conclude that its proposal was technically superior under the continuity and transition plan factor. *Id.* The agency responds that it qualitatively examined the proposals and reasonably concluded that they were equally technically meritorious under that factor. MOL at 118-120; Supp. MOL at 38-40.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and non-price 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 criteria. *Id.* at 14. A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility, supra* at 16.

The record reflects that the source selection authority considered and agreed with the findings of the agency's evaluators, including their consideration of the protester's linguist pipeline, retention approach, and incumbent capture. AR, Tab 44, SSDD at 10. The source selection authority's comparison of proposals also demonstrates that she qualitatively considered their merits and did not rely solely upon adjectival ratings. In that regard, for example, her analysis includes discussion of the strength that both proposals received for proposing to complete transition within [DELETED], rather than the required 90, days. *Id.* at 15-16. Thus, the record shows that the source selection authority considered the relative merits of the proposals, including those aspects that the protester contends should have been considered discriminators in its favor, in concluding that the proposals were equally meritorious under the continuity and

(...continued)

Supp. Protest at 41-42. As discussed above, we deny the protester's challenges to the agency's evaluation of proposals. We therefore deny this derivative challenge. See *Innovative Tech. Sols. JV, LLC*, B-422731.2, Oct. 4, 2024, 2024 CPD ¶ 239 at 4 n.5 ("Because . . . we do not agree that the evaluation was flawed, the protester's derivative challenge to the best-value tradeoff provides no independent basis to sustain the protest.").

transition plan factor. The protester's disagreement with the source selection authority's judgment, without more, provides no basis to sustain this ground of protest. Accordingly, we deny it.

The protest is denied.

Edda Emmanuelli Perez
General Counsel