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Decision

Matter of: AtechGov, LLC

File: B-424047; B-424047.2

Date: February 6, 2026

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David S. Black, Esq., Gregory R. Hallmark, Esq., Amy L. Fuentes, Esq., John M. McAdams III, Esq., Tanner N. Slaughter, Esq., and Ben R. Smith, Esq., Holland & Knight LLP, for Blackwatch International Corporation, the intervenor.
Robert G. Palmer, Esq., and Joe D. Baker II, Esq., Department of Commerce, for the agency.
Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging various aspects of the agency's evaluation of the protester's proposal under the technical approach and management approach factors, including allegations that the agency applied unstated evaluation criteria, is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

AtechGov, LLC (Atech), a small business¹ of Bethesda, Maryland, challenges the award of a contract to Blackwatch International Corporation, a small business of McLean, Virginia, under request for proposals (RFP) No. 1333BJ25R00280006, issued by the Department of Commerce, United States Patent and Trademark Office (PTO or USPTO) for end user support operations support services. The protester challenges the agency's evaluation of its proposal and the resulting source selection decision.

¹ Atech is a mentor-protégé joint venture comprised of Agovx, LLC, as the protégé member and 22nd Century Technologies, Inc., as the mentor member. Protest at 1. 22nd Century is also the incumbent contractor. *Id.* at 4; Contracting Officer's Statement (COS) at 2.

We deny the protest.

BACKGROUND

On October 18, 2024, the agency issued the RFP as a small business set-aside, pursuant to the commercial items procedures of Federal Acquisition Regulation (FAR) part 12, directly to four firms identified during market research as being “most likely to successfully meet the agency’s needs.” COS at 5; Agency Report (AR), Exh. 1, RFP at 2, 14; AR, Exh. 2, RFP amend. 1 at 2.² The PTO issued the solicitation under its unique alternative competition method procurement authority, which is authorized by The Patent and Trademark Office Efficiency Act, 35 U.S.C. § 2(b)(4)(A), and implemented through section 6.1.1 of the PTO Acquisition Guidelines (PTAG), 78 Fed. Reg. 61185, 61186-61187 (Oct. 3, 2013). RFP at 2.

The solicitation sought proposals for end user support operations services, in support of the PTO’s enterprise infrastructure product line. RFP amend. 1 at 2. The solicitation explained that the PTO has four product lines: a patent product line, a trademark product line, an enterprise business product line, and the enterprise infrastructure product line. *Id.* at 17. The RFP stated that the enterprise infrastructure product line “encompasses products and product components that focus on delivering value to internal users” and includes end-user equipment like laptops and monitors, as well as “network, platform, security and disaster recovery, cloud, and [information technology (IT)] innovations.” *Id.* Broadly, the solicitation sought “support to continue maintaining the operation of legacy systems and provide new solutions and processes to increase efficiencies and reliability of USPTO IT systems.” *Id.* More specifically, the solicitation stated its objective to “acquire USPTO Agile teams that are cross-functional” to maintain and operate these systems, advised that it would “utilize Agile processes . . . to empower daily work,” and stated that the agency would measure the value of the contractor’s performance “through Agile methodologies.” *Id.* at 19, 29.

The solicitation contemplated the award of a hybrid labor-hour and firm-fixed-price contract with a 12-month base period of performance, four 12-month option periods, and an optional 6-month extension. *Id.* at 2. The RFP provided for award on a best-value tradeoff basis, considering four factors, listed in descending order of importance: technical approach, management approach, past performance, and price. *Id.* at 8-9. The RFP advised that the “non-price evaluation factors, when combined, are significantly more important than price.” *Id.* at 9.

The technical approach and management approach factors are relevant here, and under these factors, the solicitation provided for the assignment of confidence ratings of high confidence, some confidence, or low confidence. *Id.* at 13. Under the technical approach factor, the solicitation instructed each offeror to include a draft performance work statement (PWS) and an accompanying performance requirements summary

² The solicitation was amended twice. All citations are to the Adobe PDF page numbers of the documents referenced in this decision.

(PRS) that “must generally identify each performance requirement, applicable PWS section, performance standard and acceptable quality level, method of surveillance, and any applicable incentives or remedies.” *Id.* at 7. The RFP advised offerors that their technical approaches would be evaluated based on “the degree to which the Offeror demonstrates its understanding of the objectives³ defined in the RFP and proposed approach for addressing them.” *Id.* at 9. More specifically, the agency would consider the adequacy and completeness of the proposal’s response to the RFP’s objectives, the offeror’s “demonstrated capability and technical approach to meet or exceed the objectives of the RFP,” the offeror’s understanding of the RFP’s objectives, and the “feasibility” of the offeror’s technical approach. *Id.*

Further, under the management approach factor, offerors were required to provide “an overview of the managed services and capabilities offered to demonstrate [the offeror’s] approach for meeting USPTO’s RFP requirements,” as well as the offeror’s “approach to deliver these services and capabilities as a comprehensive solution.” *Id.* at 7. The solicitation also advised that the agency’s evaluation of the offeror’s management approach would consider “the feasibility of the approach and capability of the organization to meet or exceed the objectives of the RFP.” *Id.* at 10.

All four offerors submitted proposals by the November 25 due date for receipt of proposals. COS at 9. The agency evaluated Atech’s and Blackwatch’s proposals as follows:

	Atech	Blackwatch
Technical Approach	Some Confidence	High Confidence
Management Approach	Some Confidence	High Confidence
Past Performance	Acceptable	Acceptable
Price	\$58,621,064	\$62,356,295

AR, Exh. 6, Best-Value Tradeoff at 7. In making a tradeoff decision, the source selection authority considered and independently assessed the evaluation team’s findings and the contracting officer’s determination. The agency found that Atech’s proposal demonstrated an awareness of PTO’s objectives but contained “multiple weaknesses [that] reduced the government’s confidence.” *Id.* at 7-8. Specifically, the agency documented its finding that Atech “will require government intervention to guide execution, particularly in the proposed transformation phases.” *Id.* at 8. The agency also noted that Atech’s “[r]eporting tools were not aligned to the [PWS] requirement for dynamic dashboards, and the proposed pilots introduced potential service interruptions without a detailed mitigation strategy.” *Id.*

³ The solicitation included a statement of objectives with higher-level requirements and detailed sub-requirements in a variety of areas, including desktop support services, telework support services, and warehouse support services. RFP amend. 1 at 21-22.

In sum, the agency concluded that, despite Atech's proposal offering cost savings of six percent as compared to Blackwatch's proposal, Atech's "need for some government oversight, limited PRS detail, and incomplete performance tracking framework elevates the risk of schedule and quality issues to the government." *Id.* The agency determined that Blackwatch's proposal, in contrast, "provides a comprehensive and independently executable solution supported by verifiable past performance, clear governance, and outcome-driven accountability." *Id.* Ultimately, the agency concluded that Blackwatch's technically superior proposal represented the best overall value. *Id.* at 8, 13.

On October 29, 2025, the PTO concluded its evaluation and identified Blackwatch as the best-suited offeror. COS at 9. On October 31, the agency informed Atech of this decision. AR, Exh. 7a, Determination of Best-Suited Offeror at 1-2.

On November 12, at the protester's request, the agency provided a debriefing. See AR, Exh. 8a, Debriefing Letter. That debriefing identified several observations that lowered the PTO's confidence in Atech's capability to successfully meet the agency's needs under both the technical approach and management approach factors. *Id.* at 2. As one example, the agency noted multiple concerns with Atech's technical approach to desktop support services, which involved proposing pilot projects for Agile transformation. As another example, with respect to the management approach, the agency was concerned about a discrepancy in Atech's proposal--that is, Atech's proposed management dashboard solution involved the use of dynamic dashboards and real-time reporting through a tool called [DELETED], but this conflicted with Atech's draft PWS, which listed [DELETED] products, not [DELETED], as the tool for reporting deliverables. *Id.* at 4.

The protester filed a protest with our Office on November 13,⁴ followed by a supplemental protest on November 24.

DISCUSSION

The protester raises a number of challenges to the agency's evaluation of its proposal under the technical approach factor and the management approach factor. Specifically, Atech challenges virtually every aspect of the contemporaneous findings that lowered the agency's confidence in Atech's ability to successfully perform the work required by the solicitation. See Supp. Protest at 9-21. We address representative examples of the protester's challenges to two of these findings: one under the technical approach factor, and one under the management approach factor. After reviewing the record, we find no basis to sustain the protest.⁵

⁴ From October 1 through November 12, our Office was closed due to a lapse in appropriations. On November 13, following enactment of legislation that included funding for GAO, our Office resumed normal operations.

⁵ In its various protest submissions, Atech has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not specifically
(continued...)

Jurisdiction and Standard of Review

As a preliminary matter, we address our standard of review applicable to this protest. As noted above, the PTO issued the RFP under its unique alternative competition method procurement authority, which is authorized by The Patent and Trademark Office Efficiency Act, 35 U.S.C. § 2(b)(4)(A), and implemented through section 6.1.1 of the PTAG, 78 Fed. Reg. 61185, 61186-61187 (Oct. 3, 2013). In relevant part, this statute provides that the PTO “may make such purchases, contracts for the construction, maintenance, or management and operation of facilities, and contracts for supplies or services, without regard to the provisions of . . . subtitle I of title 41[.]” *Id.* Thus, when used by the PTO, this authority exempts a PTO procurement from the federal procurement statutes set forth in title 41 of the United States Code and their implementing provisions in the FAR, including the requirement for agencies generally to obtain full and open competition. See 41 U.S.C. § 3301(a).

The PTO’s use of its special procurement authority under the Patent and Trademark Office Efficiency Act, however, does not exempt PTO procurements conducted under this authority from our bid protest jurisdiction, and the PTO does not dispute this fact. The authority of our Office to hear protests of federal agency procurements is established by the Competition in Contracting Act (CICA) and codified under 31 U.S.C. §§ 3551-3557. While the Patent and Trademark Office Efficiency Act, 35 U.S.C. § 2(b)(4)(A), exempts certain PTO procurements from the substantive procurement requirements of title 41, it does not exempt the PTO from the portions of CICA in title 31 of the United States Code regarding our Office’s bid protest jurisdiction. In this regard, the PTO’s acquisition guidelines expressly acknowledge that “[t]he [PTO] continues to be subject to the bid protest jurisdiction of the Government Accountability Office[.]” 78 Fed. Reg. 61185, 61188 (Oct. 3, 2013).

Accordingly, because the PTO is subject to the bid protest jurisdiction of our Office, we will apply the same standard used when reviewing challenges to any agency’s evaluation of proposals. *Global Patent Sols., LLC*, B-421602.2, B-421602.3, Feb. 23, 2024, 2024 CPD ¶ 32 at 4-7. In reviewing a protest challenging an agency’s technical evaluation, we will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion. *Acuity Int’l, LLC*, B-422420.4, B-422420.5, Dec. 20, 2024, 2025 CPD ¶ 10 at 5. Rather, we will review the record to determine whether the agency’s evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.*

Technical Approach Factor

address all of the protester’s arguments, we have considered them and conclude that they do not provide a basis to sustain the protest.

The protester challenges the agency's evaluation of its proposal under the technical approach factor and argues that the agency's negative finding with regard to Atech's proposed pilot projects for Agile transformation under desktop support services is unreasonable and based on unstated evaluation criteria. Supp. Protest at 10-12. Specifically, the protester points to the following finding, which includes:

The offeror's approach in addressing the requirements outlined in Section 5 of the Statement of Objectives (SOO) involves transforming their method of meeting the [agency's] needs by reassessing the customer's requirement through 'initial projects. . . .' The offeror's approach does not adequately and completely consider and provide confidence on the approach timeline, outcome, cost, deliverables, and [service level agreements] SLAs¹ based on the outputs of the evaluations. The offeror's response includes a Transformation Roadmap [] that creates an interruption of workflow with the proposed Pilots. The interruption in workflow would require additional training and creates feasibility concerns regarding the offeror's understanding of the requirement.

AR, Exh. 5, Consensus Evaluations at 2; see *also* AR, Exh. 8a, Debriefing Letter at 2.

The protester challenges the agency's finding in three respects. First, the protester argues that nothing in the RFP required offerors to provide timelines, outcomes, costs, deliverables, and SLAs for its pilot project approach. Supp. Protest at 10. Atech contends that it met the solicitation's requirement to provide a technical approach showing that its "methods and approach have adequately and completely considered, defined, and satisfied or exceeded the RFP's objectives both innovatively and efficiently." *Id.* (quoting RFP at 7). The protester asserts that its initial pilot projects are "simply one step in Atech's innovative and efficient approach to transforming and improving USPTO's workflows and implementing Agile methodologies." *Id.* In this context, the protester argues that the agency applied unstated evaluation criteria in downgrading its proposal for not addressing these matters.

Second, the protester argues that it nonetheless did address all of these matters in its proposal. *Id.* For example, with regard to timelines, Atech points to a graphic in its proposal, titled "Transformation Journey"; the protester alleges that this graphic shows the anticipated timeline and steps for the adoption of Agile processes, beginning with initial pilot projects. *Id.* at 11. The protester acknowledges that the graphic "does not provide time stamps for each stage," but quotes the dictionary definition of the word "timeline" to bolster its argument that its graphic is a timeline because it displays steps in a sequential order, even if it does not address the length of time between each step. Comments at 4.

Third, the protester argues that, contrary to the agency's finding, its proposed pilot program does not create a workflow interruption, require additional training, or create feasibility concerns regarding the protester's understanding of the requirement. Supp. Protest at 12-13; Comments at 8-9. Atech asserts that its approach "prioritizes

continuity of operations and avoids workflow interruptions” by starting small--using a [DELETED] for the pilot program--and using targeted tools to more efficiently implement its pilot projects. Supp. Protest at 12. The protester also argues that its pilot program approach will not require “additional” training because “any implementation of an Agile framework [] will require training”; in other words, the protester argues that some level of training is necessary with any approach to implementing an Agile framework, and the agency unreasonably downgraded its proposal based on these concerns. *Id.*; Comments at 8.

The agency responds that it did not use unstated evaluation criteria or act unreasonably when it documented the above-mentioned aspects of Atech’s technical approach as areas that lowered the agency’s confidence in the protester’s ability to meet and understand the solicitation requirements. Memorandum of Law (MOL) at 5. The PTO argues that timelines, outcomes, cost, deliverables, and SLAs are terms that are reasonably related to the stated evaluation criteria. *Id.* The agency points to the solicitation language under the technical factor advising offerors that their proposals would “be evaluated to determine whether the Offeror’s methods and approach have adequately and completely considered, defined, and satisfied or exceed[ed] the RFP’s objectives.” COS at 12 (quoting RFP amend. 1 at 9). In this regard, section 5 of the RFP’s SOO established a variety of requirements, including some pertaining to desktop support services and another to “[s]treamline processes and procedures with a cloud first objective.” RFP amend. 1 at 20-22.

The agency also responds that Atech did not sufficiently and substantively address these matters (timelines, outcomes, costs, deliverables, and SLAs) with respect to its pilot program, contrary to the protester’s assertion. MOL at 7-8. For example, the agency contends that the “Transformation Journey” graphic Atech holds out as a timeline is not, in fact, a timeline. MOL at 7. The PTO asserts that “[n]othing in this figure provides any information on the time associated with these steps.” *Id.* Instead, it argues that the graphic contains a series of “stops” on a journey without any indication of the time duration between each stop. *Id.* Further, the agency points out that Atech’s position is “internally inconsistent,” because the protester argues that timelines, outcomes, costs, deliverables, and SLAs constitute unstated evaluation criteria while also asserting that its proposal addressed those very elements “proactively.” *Id.* at 8. The PTO contends that the protester’s “admission underscores the Agency’s point: these topics are reasonably encompassed by the RFP’s [requirements.]” *Id.*

Finally, the agency argues that it reasonably concluded that the protester’s transformation roadmap, inclusive of its proposed pilot projects, would create workflow interruptions and require additional training. *Id.* at 8-9. The agency contends that Atech “is essentially proposing to insert extra steps (a pilot project using Agile tools to [DELETED]) into a process with no explanation of how these extra steps will impact the flow and what training will be required.” *Id.* at 10. The PTO asserts that the protester did not include sufficient detail in its technical approach to show how it would effectively manage the transition risks--including required training--in its pilot project program to ensure continuity of operations. *Id.* In sum, the agency argues that the evaluators’

“reference to ‘feasibility concerns’ was thus grounded in the broader context of the proposal’s failure to address, with sufficient specificity, how it would mitigate the operational impacts of its transformation strategy,” as required by the solicitation. *Id.*

In addition to the standard of review discussed above, we note that a protester’s disagreement with the agency’s judgment, without more, is insufficient to establish that the agency acted unreasonably. See *Acuity Int’l, LLC, supra*. Further, as a general matter, 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. See *DGG RE Invs., LLC*, B-420905.2, B-420905.3, Jan. 19, 2023, 2023 CPD ¶ 32 at 10.

On this record, we agree with the agency that its contemporaneous finding--that Atech did not sufficiently explain its proposed pilot projects for Agile transformation in a manner that demonstrated the protester understood and would meet the RFP’s objectives--is reasonable and consistent with the solicitation criteria. We turn first to the question of unstated evaluation criteria. Under the technical factor, the solicitation advised that proposals “should be written to enable the Government to determine whether the Offeror’s methods and approach have adequately and completely considered, defined, and satisfied or exceed[ed] the RFP’s objectives, both innovatively and efficiently.” RFP amend. 1 at 7. The RFP required technical proposals to be adequately responsive and complete, advised that the agency would “evaluate the Offeror’s demonstrated capability and technical approach to meet or exceed the objectives of the RFP,” and advised that the agency would consider the “feasibility” of the offeror’s approach. *Id.* at 9. In short, the RFP required a proposal that was sufficiently detailed for the agency to determine whether the offeror understood and could meet the solicitation’s objectives.

As part of its technical approach, Atech proposed an “Agile implementation roadmap” that would begin with initial pilot projects to introduce Agile techniques, [DELETED] and would then use the information from those pilot projects to expand Agile practices to other teams and areas. AR, Exh. 4, Atech Vol. I Proposal at 7. The record shows that the agency found this approach lowered its confidence in Atech’s ability to meet the solicitation requirements. Specifically, the agency documented its concerns that the protester’s Agile transformation approach “does not adequately and completely consider and provide confidence on the approach timeline, outcome, cost, deliverables, and SLAs based on the outputs of the evaluations.” AR, Exh. 5, Consensus Evaluations at 2.

We agree with the agency that timelines, outcomes, cost, deliverables, and SLAs are terms that are reasonably related to the stated evaluation criteria. MOL at 5. The record shows that the protester proposed a technical approach--Agile transformation through initial pilot projects--without providing details about how long this transformation process would take, the specific intended results of this process, the cost of this process, which deliverables would be involved in this process, and what metrics would apply. See AR, Exh. 5, Consensus Evaluations at 2; AR, Exh. 4, Atech Vol. I Proposal

at 7. We agree that these details relate directly to the feasibility of Atech's technical approach. MOL at 6. Without these details--without knowing how Atech's "approach [would] be executed and measured"--the agency could not accurately judge whether the proposed Agile transformation approach demonstrated Atech's capability to meet or exceed the objectives of the RFP. MOL at 6; RFP amend. 1 at 9. In short, these matters are logically encompassed by the technical approach factor evaluation criteria, and we reject the protester's argument that the agency applied any unstated evaluation criteria here. See *DGG RE Invs., LLC, supra*.

Next, we turn to the protester's arguments concerning the reasonableness of the agency's evaluation. We agree with the agency that, contrary to the protester's assertion, Atech did not sufficiently and substantively address certain matters (timelines, outcomes, costs, deliverables, and SLAs) with respect to its pilot program and Agile transformation approach. MOL at 7-8. For example, Atech's proposal includes a graphic showing its proposed Agile transformation process, which the protester describes as a timeline. AR, Exh. 4, Atech Vol. I Proposal at 7. That graphic lists sequential steps but includes no further information on how long this process will take or when each step will occur.⁶ See *id.* The protester even acknowledges that the graphic "does not provide time stamps for each stage." Comments at 4. In short, Atech's supposed "timeline" is not a timeline at all. On this record, we find that the agency reasonably found that the protester "d[id] not adequately and completely consider and provide confidence" on its technical approach. AR, Exh. 5, Consensus Evaluations at 2.

Finally, we find reasonable the agency's concerns that Atech's transformation roadmap, inclusive of its proposed pilot projects, would create workflow interruptions and require additional training. MOL at 8-9. We note and agree with the agency's argument that Atech "is essentially proposing to insert extra steps (a pilot project using Agile tools to [DELETED]) into a process with no explanation of how these extra steps will impact the flow and what training will be required." *Id.* at 10. We do not find convincing the protester's assertion that it will "prioritize[] continuity of operations and avoid[] workflow interruptions"; the fact that Atech wants to avoid disrupting workflows does not mean that this goal was adequately explained in Atech's proposal or that the agency's concerns were unreasonable. See Supp. Protest at 12. Further, it is logically evident that "proposing to insert extra steps" through pilot projects will necessarily require additional training in how to conduct those projects and learn from them. See MOL at 10. Atech's disagreement with the agency on this point is not sufficient to show that the agency's finding was unreasonable. On this record, we find reasonable the agency's conclusion that Atech chose to propose a pilot project program to achieve Agile transformation without sufficiently specifying how the protester would perform this approach and mitigate "feasibility concerns" about meeting the requirements of the solicitation. AR, Exh. 5, Consensus Evaluations at 2; see MOL at 10.

In sum, we find no basis to question the agency's evaluation of Atech's proposal under the technical approach factor. This protest ground is denied.

⁶ These broad steps include: [DELETED]. AR, Exh. 4, Atech Vol. I Proposal at 7.

Management Approach Factor

Under the management approach factor, the protester challenges the agency's finding regarding a discrepancy in Atech's proposal concerning its proposed management dashboard solution. Supp. Protest at 18-19. Specifically, the protester points to the following finding:

The offeror's proposed management dashboard solution raises concerns as it is not aligned with the PWS. While the management volume [] describes the use of dynamic dashboards and real-time reporting through Rally dashboard reporting, this approach is not reflected in the proposed PWS. The deliverable table [] and the PRS [] indicate that reporting and deliverables will be provided in Microsoft [] Office Suite products on a fixed schedule, which is neither dynamic nor real-time. This discrepancy undermines confidence in the feasibility of achieving real-time reporting as outlined in section 2.1.1.2 of the offeror's management volume.

The offeror states in their PWS [] they will leverage [DELETED] and other similar tools to produce real-time dashboards "post agile transformation." However, they do not provide a timeline, specify the impacted reports, or demonstrate feasibility. This lack of clarity reduces the Government's confidence in the offeror's approach.

AR, Exh. 5, Consensus Evaluations at 6-7; see *also* AR, Exh. 8a, Debriefing Letter at 4.

The protester challenges various aspects of this negative finding. Primarily, the protester argues that the agency did not reasonably evaluate Atech's proposed use of [DELETED], a reporting tool, by pointing out that Atech's proposal did mention the use of [DELETED] in its draft PWS, where it stated that "[p]ost agile transformation, we will leverage [DELETED] and other similar tool[s] to produce ad-hoc reporting/real time dashboards to replace [DELETED] formats." Supp. Protest at 18 (quoting AR, Exh. 4, Atech Vol. I Proposal at 55). The protester recognizes that [DELETED] reports "are not dynamic or real time," but argues that the use of those products is "only temporary and would eventually give way to [DELETED]." *Id.* at 19; Comments at 16. In other words, the protester argues that the agency's finding with respect to the protester's proposed management dashboard solution is unreasonable and ignores the content of Atech's proposal.

The agency responds that its evaluation of Atech's proposal under the management approach factor was reasonable and consistent with the solicitation's requirements. The PTO argues that although Atech's management approach narrative and draft PWS "both contained high-level statements regarding the eventual use of [DELETED] dashboards 'post agile transformation,' the draft PWS did not provide concrete deliverable definitions, schedules, or integration details showing *how and when* [DELETED] would replace the [DELETED] formats for specific reports." MOL at 17.

The agency points to the protester's PWS deliverables table, which listed [DELETED] products in detail as the reporting format for contract deliverables and did not explain when Atech would transition to [DELETED] to create real-time reports, which deliverables would be included in this transition, and which metrics the real-time dashboards would display. *Id.* In sum, the agency asserts that "for its future use of [DELETED] dashboards, [Atech] did not provide ANY of the details required by the solicitation for that use as it did for the [DELETED] products," and the agency documented its reasonable concerns regarding Atech's insufficient explanation for how its proposed management approach would satisfy the solicitation's requirements. *Id.* at 19.

In addition to the standard of review discussed above, we reiterate that a protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. See *Acuity Int'l, LLC, supra*. Further, it is an offeror's responsibility to submit an adequately written proposal that demonstrates the merits of its approach; an offeror runs the risk of having its proposal downgraded if the proposal is inadequately written. See *Avalon Contracting, Inc., B-417845, B-417845.2, Nov. 19, 2019, 2019 CPD ¶ 390* at 5.

Here, we conclude that the protester has not shown that the PTO's evaluation of its proposal under the management approach factor was unreasonable. Under the management approach factor, the RFP instructed offerors to "provide an overview of the managed services and capabilities offered to demonstrate its approach for meeting USPTO's RFP requirements." RFP amend. 1 at 7. The solicitation also advised offerors that their management approach would "determine the feasibility of the [offeror's] approach and capability of the [offeror] to meet or exceed the objectives of the RFP." *Id.* at 10. As relevant here, one of the RFP's objectives provided for the contractor to "[m]aintain real-time holistic contract management and [an] ad-hoc reporting portal and dashboard to effectively track contract performance, issues, planned tasks, and deliverables." *Id.* at 24.

In its management approach, Atech stated that it would "incorporate [DELETED] **as an integral part of our Agile transformation**" and would "leverage [DELETED] to provide dynamic, real-time dashboards that offer USPTO stakeholders comprehensive visibility into contract performance and project metrics." AR, Exh. 4, Atech Vol. I Proposal at 25. However, the record shows that in its draft PWS, Atech provided a lengthy table of deliverables, which listed [DELETED] products as the reporting format for all but one of the deliverables. *Id.* at 55-58. In other words, despite proposing to leverage [DELETED] "[p]ost agile transformation" and replace [DELETED] products with [DELETED], the record shows that Atech's PWS explicitly relied on [DELETED] products even though the protester itself acknowledged that "[DELETED] reports are not dynamic or real time." *Id.* at 55; Supp. Protest at 19.

Further, the record shows that, although Atech's management approach narrative and draft PWS contained high-level statements regarding the eventual use of [DELETED] dashboards, the proposal did not explain how [DELETED] real-time reports would

replace [DELETED] products, when this transition would happen, or which deliverables would be included in this transition. See AR, Exh. 4, Atech Vol. I Proposal at 25, 55-58. The protester's response--that the use of [DELETED] products is "only temporary and would eventually give way to [DELETED]"--perfectly displays the issue: the agency needed more than the bare assurance that this transition would happen *eventually*, and Atech's approach was not sufficiently explained in the proposal. Comments at 16; see MOL at 19. We find reasonable the agency's conclusion that the discrepancy in Atech's proposal--between Atech's PWS and its management approach--"undermines confidence in the feasibility of achieving real-time reporting." AR, Exh. 5, Consensus Evaluations at 6-7. We also find reasonable the agency's contemporaneous finding that the "lack of clarity [in explaining how and when the Rally transition would occur] reduces the Government's confidence in the offeror's approach. *Id.* at 7. To the extent the protester disagrees with the agency's negative finding, that disagreement alone is insufficient to establish that the agency acted unreasonably.⁷ See *Acuity Int'l, LLC*, *supra*.

In sum, we find no basis to question the agency's evaluation of Atech's proposal under the management approach factor. Accordingly, this protest ground is denied.

Source Selection Decision

Finally, Atech contends that the agency's award was unreasonable because it was based on a flawed evaluation. Protest at 15; Supp. Protest at 21. This allegation is based on the protester's challenges to the agency's evaluation of its proposal. As discussed above, we find no basis to object to the agency's evaluation of Atech's proposal under the technical approach factor or the management approach factor.

⁷ Relatedly, we do not find compelling the protester's argument that the agency's evaluation was improper because it considered Atech's PWS under the management approach factor. Comments at 16. While the RFP did provide for the draft PWS to be evaluated under the technical approach factor, RFP amend. 1 at 9, we note that Atech chose to propose a transition to [DELETED] as part of its management approach, and this conflicted with the deliverables table in the draft PWS, which listed [DELETED] products. AR, Exh. 4, Atech Vol. I Proposal at 25, 55-58. We agree with the agency that it reasonably evaluated this information and did not depart from the solicitation's evaluation scheme here. See MOL at 20.

Accordingly, we dismiss this allegation because it is based on allegations that have no merit. See, e.g., *SOS Int'l, LLC*, B-422323, Apr. 24, 2024, 2024 CPD ¶ 110 at 11; *Merrill Aviation & Def.*, B-416837, B-416837.2, Dec. 11, 2018, 2018 CPD ¶ 421 at 10.

The protest is denied.

Edda Emmanuelli Perez
General Counsel