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# Decision

**Matter of:** JANUS Research Group, LLC

**File:** B-423686.2; B-423686.3; B-423686.4

**Date:** February 13, 2026

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Sarah T. Zaffina, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest alleging that the awardee should have been disqualified based on its approach to key personnel is denied where the protester has not demonstrated that the awardee made any misrepresentation about its approach and the agency's evaluation of that approach was reasonable and consistent with the terms of the solicitation.
2. Protest challenging the agency's evaluation is denied where the record shows that the evaluation was consistent with the contents of the offerors' proposals and the terms of the solicitation.

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## DECISION

JANUS Research Group, LLC (JANUS), of Evans, Georgia, protests the issuance of a task order to Soliel, LLC, of Annapolis Junction, Maryland, under request for task order proposals (RTOP) No. RS3-24-0060, by the Department of the Army, for applications support services for the Army Futures Command's (AFC) Architecture Integration and Management Division (AIMD). JANUS contends that the agency failed to implement meaningful corrective action following the dismissal of its prior protest. JANUS also argues that Soliel's proposal should have been disqualified because Soliel materially misrepresented the availability of proposed key personnel. In addition, JANUS asserts that the Army's evaluation and award decision are unreasonable because the Army failed to evaluate proposals consistent with the solicitation terms.

We deny the protest.

## BACKGROUND

On December 31, 2024, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the RTOP to holders of its Responsive Strategic Sourcing for Services multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contracts.<sup>1</sup> COS at 1; Agency Report (AR), Tab 4, RTOP at 1. The solicitation sought proposals to support applications for the AIMD program of the AFC, Futures and Concepts Center, at Joint Base Langley-Eustis, Virginia.<sup>2</sup> AR, Tab 14, RTOP amend. 3, attach. 1, Performance Work Statement (PWS) at 4. The contractor will provide application support services for AIMD operations and maintenance, architecture data stewardship, and information assurance. AR, Tab 14, PWS at 6.

The RTOP contemplated issuing a single task order that includes fixed-price, cost-plus-fixed-fee, and cost-reimbursement contract line item numbers for a 1-year base period and four 1-year option periods. AR, Tab 24, RTOP amend. 5 at 1. The solicitation anticipated award would be made on a best-value tradeoff basis, considering: (1) corporate experience/gate criteria, (2) technical approach, (3) small business participation plan, and (4) cost/price. *Id.* at 15. Under these procedures, the agency would first evaluate offerors' under the corporate experience/gate criteria factor; proposals not receiving a rating of "meets" or "exceeds" would not be evaluated further. *Id.* at 4-6, 15-16. Second, the agency would evaluate proposals under the technical approach factor, which included four elements, and assign a comprehensive rating.<sup>3</sup> *Id.* at 16. Only proposals rated as "meets" or "exceeds" for the technical approach factor would be evaluated under the small business participation factor. *Id.* Third, the Army would evaluate proposals as acceptable/unacceptable under the small business participation factor. *Id.* A proposal must receive a rating of acceptable under the small business factor to be evaluated under the cost/price factor. *Id.* Fourth, under the cost/price factor, the offerors' price proposals would be evaluated for realism, professional employees' compensation in accordance with FAR provision 52.222-46, reasonableness, balanced pricing, and completeness. *Id.* at 15-16, 18-20. Last, the

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<sup>1</sup> The solicitation was amended four times before proposals were due and one time during discussions. Contracting Officer's Statement (COS) at 1. We cite the fifth amended solicitation unless otherwise noted and use documents' Adobe PDF pagination.

<sup>2</sup> AIMD is division under the AFC that identifies, develops, supports, and integrates operational architecture to enable solutions for current and future warfare capabilities that the Army and other joint organizations require. AR, Tab 14, PWS at 4-5.

<sup>3</sup> The RTOP required offerors to address four elements in their technical approach proposal: (1) transition-in plan, (2) application maintenance, (3) architecture data stewardship, and (4) optional tasks as described in the PWS. AR, Tab 24, RTOP amend. 5 at 5-7.

Army would perform a tradeoff analysis between the technical approach and the total evaluated cost/price to determine the proposal representing the best value to the government, where the technical approach is more important than cost/price. *Id.* at 16.

The RTOP instructed offerors to submit proposals in separate volumes and advised that all information should be limited to the appropriate file. RTOP amend. 5 at 3-4. The RTOP also advised that the evaluators would identify strengths, weaknesses, and deficiencies in offerors' proposals for the corporate experience and the technical approach factors, and assign a rating of "exceeds," "meets," or "does not meet" in relation to the offerors' approach and understanding of the requirements.<sup>4</sup> *Id.* at 15-17.

The agency received proposals from four offerors, including JANUS and Soliel. COS at 2. After evaluating proposals under the corporate experience/gate criteria factor, one offeror was excluded and the agency opened discussions with the remaining three offerors in the competitive range. *Id.* The Army issued evaluation notices (ENs) to JANUS and Soliel regarding their cost/price proposals; no ENs were issued for their technical proposals. *Id.* After receiving the offerors' responses to the ENs, the technical evaluation board (TEB) determined no changes to JANUS's and Soliel's evaluations were necessary and the cost/price analyst updated the cost/price evaluation report based on the offerors' EN responses. *Id.* The source selection authority (SSA) reviewed the evaluation findings and issued the task order to Soliel on June 16, 2025. *Id.*

JANUS filed a timely protest with our Office arguing the agency miscalculated several aspects of the proposals and made an unreasonable award decision. *JANUS Res. Grp., LLC*, B-423686, July 30, 2025 (unpublished decision). We dismissed the protest because the Army notified our Office of its intent to take corrective action that would result in the issuance of a new award decision, and thus, rendered the challenges to the initial evaluation academic. *Id.* In this connection, the Army advised that it would "reevaluate all received proposals, and after conducting evaluations, issue a new award decision" and reserved "the right to take further appropriate actions." AR, Tab 35, Notice of Corrective Action.

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<sup>4</sup> The solicitation defined the rating of "exceeds" as follows:

The proposal indicates an exceptional approach and strong understanding of the requirements. There are multiple identified strengths and no weaknesses or deficiencies. Risk of unsuccessful performance is very low. Offeror demonstrates more than 3 years of DoD [Department of Defense] experience.

RTOP amend. 5 at 17. For a rating of "meets," the definition was the same except that the offeror's proposal indicates "at least an adequate approach and understanding of the requirements," no more than one weakness, no deficiencies, and risk "is no worse than moderate." *Id.*

For the agency’s corrective action, the final proposals of offerors in the competitive range were reevaluated. COS at 3. The contracting officer determined that revised proposals were not required, and therefore, no proposals were changed, and no further discussions were held. *Id.* The contracting officer met with the TEB and the SSA to review the TEB report and the SSA determined that revised ratings were unnecessary. *Id.*; AR, Tab 49, Decl. of SSA at 2; see also AR, Tab 40, Task Order Decision Document (TODD) at 6. The contracting officer concurred with the SSA. COS at 3. Moreover, during the agency’s review of the TEB report, no member of the TEB indicated changes to the technical evaluation were needed. *Id.*; AR, Tab 48, Decl. of TEB Chairperson at 3; AR, Tab 49, Decl. of SSA at 2. The contracting officer stated that the “scope of the corrective action primarily involved [cost/price],” which was unrelated to the TEB’s evaluation. COS at 4. For the reevaluation of price proposals, the cost/price analyst updated the cost/price report. *Id.* at 4; see also AR, Tab 51, Cost/Price Evaluation Report.

After correction action, the final evaluation ratings for the JANUS and Soliel proposals are as follows:

| <b>Offeror</b> | <b>Corporate Experience/Gate Criteria</b> | <b>Technical Approach</b> | <b>Small Business Participation Plan</b> | <b>Total Cost/Price</b> |
|----------------|---|---------------------------|--|-------------------------|
| <b>JANUS</b>   | Exceeds                                   | Meets                     | Outstanding                              | \$51,527,049            |
| <b>Soliel</b>  | Meets                                     | Meets                     | Outstanding                              | \$42,417,427            |

AR, Tab 40, TODD at 6.

As noted above, the RTOP provided for a tradeoff between the technical approach factor and the total evaluated cost/price to determine the proposal representing the best value to the government. *Id.* at 16. In conducting the best-value tradeoff analysis, the SSA compared the proposals of JANUS and Soliel; both received a rating of “meets” under the technical approach factor.<sup>5</sup> *Id.* at 13. The SSA found that JANUS’s proposal had a slight advantage over Soliel’s proposal because the TEB assigned two strengths to JANUS’s proposal under the technical approach factor. *Id.* Soliel’s and JANUS’s proposals each received a strength under the transition-in plan element, and JANUS’s proposal received a second strength under the optional tasks element. *Id.* The SSA found, however, that JANUS’s second strength was “related to tasks that may not be funded” and concluded that Soliel’s proposal provided the best value to the government because the “additional optional task strength for JANUS does not equate to an increased cost” even if the optional tasks are exercised. *Id.* at 14.

<sup>5</sup> The SSA also reevaluated the third firm in the competitive range. AR, Tab 40, TODD at 4, 6, 13. Because the TEB identified two uncertainties in the third offeror’s proposal under the corporate experience/gate criteria factor and no uncertainties in JANUS’s or Soliel’s proposals, the SSA determined that the third offeror should not be selected for award and did not consider it in the best-value tradeoff analysis. *Id.* at 13.

On September 16, the Army notified JANUS that the task order had been issued to Soliel. AR, Tab 42, Notice of Unsuccessful Offer at 1. After the Army responded to debriefing questions on September 22, JANUS filed this protest with our Office.<sup>6</sup> AR, Tab 45, Agency Answers to Debriefing Questions.

## DISCUSSION

JANUS, the incumbent on related AIMD requirements, argues that the agency failed to implement meaningful corrective action following the dismissal of its prior protest. Supp. Protest at 4-7. JANUS also contends that Soliel misrepresented the identify or availability of its key personnel and engaged in an impermissible “bait and switch” of its key personnel. Protest at 23-25; Comments & 2nd Supp. Protest at 11-15. Beyond those allegations, JANUS protests the reasonableness of the agency’s evaluation of technical approaches and argues that the Army failed to assign additional strengths to its proposal. Finally, the protester challenges the best-value tradeoff decision. In filing and pursuing this protest, JANUS has made arguments that are in addition to, or variations of, those discussed below.<sup>7</sup> While we do not address every issue raised, we

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<sup>6</sup> The task order has an expected value exceeding \$35 million and is therefore within our jurisdiction to review protests related to the issuance of orders under multiple-award IDIQ contracts issued under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

<sup>7</sup> For example, in its initial protest, JANUS also alleged that the Army “either failed to conduct the required cost realism analysis, or its analysis was unreasonable,” asserting that “newcomer,” “Soliel’s[,] nearly 20 [percent] price discount is conspicuous and facially concerning” and “shows a lack of understanding of the complexity of the AIMD requirements.” Protest at 18. Soliel, with concurrence from the Army, requested our Office dismiss the allegation as factually insufficient and speculative. Intervenor Req. for Partial Dismissal at 1-3; Army Resp. to Intervenor Req. for Partial Dismissal at 1-2.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester’s claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546; B-423546.2, Aug. 5, 2025, at 4. Protesters must provide more than a bare allegation; the allegation must be supported by some explanation that establishes the likelihood that the protester will prevail in its claim of improper agency action. *Id.* Here, other than the above noted conclusory allegation, the initial protest provides no information to support the bald assertion that the Army failed to perform a cost realism evaluation or that its evaluation was unreasonable. As such, we dismissed this allegation as failing to state a valid basis of protest. Electronic Protest Docketing System No. 14.

have considered all of the protester's arguments and conclude that they do not provide a basis on which to sustain the protest.<sup>8</sup>

### Corrective Action Challenge

JANUS argues that the agency failed to implement meaningful corrective action following the dismissal of its prior protest. Supp. Protest at 4-7. Generally, agencies have broad discretion to take corrective action where the agency has determined that such action is necessary to ensure fair and impartial competition. *MSC Indus. Direct Co., Inc.*, B-411533.2, B-411533.4, Oct. 9, 2015, at 5. Where an agency fails to implement the promised corrective action or implements corrective action that fails to address a clearly meritorious issue raised in an initial protest, such that the protester is put to the expense of subsequently protesting the very same procurement deficiency, the agency's action has precluded the timely, economical resolution of the protest. *Research Analysis & Maint., Inc.*, B-410570.6, B-410570.7, July 22, 2015, at 7. Moreover, even though the agency's reevaluation may have reached the same conclusions regarding the merit of an offeror's proposal, that fact alone does not mean that the agency did not take meaningful corrective action. *DirectVizSols., LLC*, B-417565.3, B-417565.4, Oct. 25, 2019, at 4. Based on the record, we find no basis to conclude that the agency failed to implement the corrective action that it proposed in response to JANUS's prior protest.

The agency advised that its corrective action would be to reevaluate proposals and issue a new award decision. AR, Tab 35, Notice of Corrective Action. The record shows that the agency reevaluated proposals and made a new award decision after we dismissed the earlier protest. See generally AR, Tab 40, TODD. Although the agency's reevaluation did not result in a change to the adjectival ratings from the original evaluation, the record shows that the contracting officer, the TEB, and the SSA met, reviewed the technical evaluations, and determined the TEB report, including the proposals' ratings, did not need to be revised. COS at 3-4; AR, Tab 48, Decl. of TEB Chairperson at 1-3; AR, Tab 49, Decl. of SSA at 2. In addition, the Army produced the SSA's revised task order award decision, dated September 4, 2025, which reflects that the SSA considered the TEB report, the small business participation plan evaluation, the cost/price evaluation, the proposals and made a new award decision. AR, Tab 40, TODD at 3, 9-14; AR, Tab 49, Decl. of SSA at 1-3.

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<sup>8</sup> As an example, JANUS complains in its second supplemental protest that "[e]ven if the Army conducted a meaningful cost/price analysis during corrective action as it claims, that analysis is not documented anywhere in the contemporaneous record" and "[t]he absence of any documentation of the reevaluation confirms that none exists." Comments & 2nd Supp. Protest at 7-8. In response, the Army produced a redacted extract of the cost/price evaluation report completed during the corrective action. AR, Tab 51, Cost/Price Evaluation Report (showing the report date as August 5, 2025). Accordingly, the record confirms the Army contemporaneously documented the cost/price reevaluation during the corrective action and therefore this protest ground is denied.

JANUS complains that the corrective action was not meaningful because the agency simply reviewed its earlier evaluation findings and did not change the ratings or draft a new evaluation document. We disagree. The fact that the agency's reevaluation consisted of a review of the original TEB report and resulted in the same conclusions about the merits of the offerors' proposals such that it was unnecessary to revise the report does not mean that the agency failed to take meaningful corrective action. See *DirectVizSols., LLC, supra* at 4 (“[E]ven though the agency’s reevaluation may have reached the same conclusions regarding the merit of [the protester’s] proposal, that fact does not mean that the agency did not take meaningful corrective action.”); *Research Analysis & Maint., Inc., supra* at 8 (“Although the SSA’s conclusions regarding [the protester’s] proposal in the recent Source Selection Decision are materially similar to the evaluation findings regarding [the protester’s] proposal in the prior evaluation, we find this fact, alone, does not demonstrate that the agency failed to reevaluate proposals and render a new source selection decision.”). Here, because the record reflects that the agency reevaluated proposals and made a new award decision, we find no basis to conclude that the agency failed to implement the proposed corrective action. Accordingly, we deny the protest allegation.

#### Key Personnel Bait and Switch

JANUS alleges that Soliel’s proposal should have been disqualified from the competition because it either failed to propose a program manager or proposed someone it had no intention of using during contract performance. Protest at 24-25; Comments & 2nd Supp. Protest at 11-15. According to JANUS, before and after award, Soliel attempted to recruit JANUS’s current and proposed program manager for the program manager key personnel role. Protest at 24-25. In support of this argument, JANUS contends that Soliel contacted JANUS’s program manager in January 2025, shortly after the Army issued the RTOP to gauge his interest in working as the program manager for Soliel if Soliel was issued the task order; JANUS asserts that its program manager rebuffed Soliel’s request because of his current employment. *Id.* at 24; Comments & 2nd Supp. Protest, protest exh., Decl. of JANUS’s Program Manager (Decl. of JANUS’s Program Manager) at 2-3. After the Army issued the task order to Soliel in June 2025, and again in September 2025, Soliel contacted JANUS’s program manager to hire and retain him for the program manager role. Protest at 24; Decl. of JANUS’s Program Manager at 2. Based on this, JANUS asserts that Soliel engaged in an impermissible bait and switch because it was evident from Soliel’s recruiting efforts that Soliel did not intend for its proposed program manager to perform under the task order. Protest at 25. As discussed below, we find the protester’s allegation provides no basis to sustain the protest.

The issue of whether personnel identified in an offeror’s proposal will, in fact, perform under the subsequently awarded contract is generally a matter of contract administration that our Office does not review. *Patricio Enters. Inc.*, B-412738, B-412738.2, May 26, 2016, at 4; see also Bid Protest Regulations, 4 C.F.R. § 21.5(a). Nonetheless, our Office will consider allegations that an offeror proposed personnel that

it did not have a reasonable basis to expect to provide during contract performance to obtain a more favorable evaluation, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *Patricio Enters. Inc., supra* at 4. Our decisions frequently refer to such circumstances as a “bait and switch.” *Id.* To establish an impermissible bait and switch, a protester must show that: (1) the awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance; (2) the misrepresentation was relied on by the agency; and (3) the agency’s reliance had a material effect on the evaluation results. *Id.*

As relevant here, the RTOP provided that the program manager was a key personnel position. AR, Tab 14, PWS at 12. With regard to the transition-in plan element under the technical approach factor, offerors were required to propose and have “[k]ey personnel on board at [the] start of phase-in” and also “[e]xplain how the offeror will retain key personnel.” RTOP amend. 5 at 5-6; AR, Tab 14, PWS at 17, 37. Evaluators would rate a proposal on its approach and understanding of the requirements, as well as the risk of unsuccessful performance. See RTOP amend. 5 at 17.

In response to this requirement, Soliel’s proposal included a technical approach that relied on both incumbent capture and hiring new personnel. AR, Tab 23, Soliel Technical Approach Proposal at 3-6 (proposing to identify and hire high-performing, qualified incumbent personnel, as well as proposing Soliel’s Director of Enterprise Programs for the program manager position); see also AR, Tab 47, LinkedIn<sup>9</sup> Page for Soliel’s Proposed Program Manager; Intervenor Comments at 3 (asserting that Soliel still employs the proposed program manager and that he is available to serve as program manager).

We find that JANUS has not established that Soliel engaged in an impermissible bait and switch. As relevant here and referenced above, to establish an impermissible bait and switch, a protester must show that the awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance. *Patricio Enters. Inc., supra* at 4. Here, however, JANUS has not demonstrated that Soliel’s outreach to JANUS’s program manager reflects that Soliel misrepresented its proposed approach to key personnel. As noted above, the record reflects that Soliel proposed its current director of enterprise programs for the program manager position. AR, Tab 23, Soliel Technical Approach Proposal at 3-6. Furthermore, the record shows that Soliel’s proposal included a technical approach that relied on both incumbent capture and hiring new personnel. *Id.* at 5-6. While JANUS has provided our Office with a statement from its program manager detailing Soliel’s attempts to hire him at different points in the procurement process, evidence of recruitment efforts, standing alone, do not establish that an offeror knowingly or negligently represented that it planned to rely on specific personnel that it did not expect to furnish during performance of the contract. *ICF Inc., L.L.C., B-419049.3, B-419049.4, Mar. 9, 2021, at 8-9* (denying protest ground where

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<sup>9</sup> LinkedIn is a social media platform for professional networking.

record does not indicate awardee did not intend to provide identified individuals or knew it would be unable to do so). Here, the only evidence relied on by JANUS in support of its misrepresentation claim is the post-award recruitment efforts by Soliel. As such, JANUS has not provided any credible evidence to support its misrepresentation allegations. Whether Soliel actually supplies qualified key personnel that perform under the task order is a matter of contract administration that our Office does not review under its bid protest jurisdiction. 4 C.F.R. § 21.5(a); *CACI Techs., Inc.*, B-408858, B-408858.2, Dec. 5, 2013, at 4. Accordingly, this protest ground is denied.

### Technical Approach Evaluation

JANUS challenges the agency's technical evaluation, arguing that the Army failed to assign additional strengths to its proposal under the technical approach factor. Protest at 25-31. Specifically, the protester contends that it should have received at least nine additional strengths in various different areas of its proposal for aspects that, in the protester's view, exceeded the solicitation requirements. The protester asserts that the agency's failure to recognize these strengths is particularly significant because the assignment of "even some of these unassessed strengths" would have had the potential to change the outcome of the competition as the protester would likely have received a higher rating under the technical approach factor and resulted in the agency's determination that JANUS provided the best value to the government. See Protest at 31. The Army asserts that it reasonably evaluated JANUS's proposal and that the areas the protester identifies do not represent benefits under the solicitation's evaluation criteria. Memorandum of Law (MOL) at 19-21; COS at 5-8. We have reviewed all of the protester's arguments and find that none provide a basis to sustain the protest. We discuss one representative example below.

Specifically, JANUS argues that its proposal exceeded the solicitation's requirements and warranted the assignment of a strength, rather than an assessment of simply meeting requirements, under the application maintenance element of the technical approach factor.<sup>10</sup> In this regard, we note that a contracting agency's evaluation of offeror responses in a task order competition is a matter within the agency's discretion. *Technatomy Corp.*, B-411583, Sept. 4, 2015, at 4. In reviewing an agency's evaluation, we will not reevaluate the responses; rather we will examine the evaluation to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and with procurement statutes and regulations. *Id.* at 4-5. A protester's disagreement with the agency's evaluation judgments, or with the agency's determination as to the relative merits of competing solicitation responses, does not establish that the evaluation or the source selection decision was unreasonable. *Addx Corp.*, B-414749 *et al.*, Aug. 28, 2017, at 7.

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<sup>10</sup> The protester does not indicate under which element it should receive this strength; however, in our review of the protester's proposal, the discussion of [DELETED] and the quoted Contractor Performance Assessment Reporting System (CPARS) report both appear in the section describing the protester's approach for the application maintenance element. AR, Tab 22, JANUS Technical Approach Proposal at 23, 28.

In particular, an agency's judgment of whether to assess 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. See *Lukos, LLC*, B-416343.2, Aug. 13, 2018, at 8 (finding that agency is not required to assign additional strengths where its evaluation was reasonable). An agency is not required to document all "determinations of adequacy" or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Allied Tech. Grp., Inc.*, B-412434, B-412434.2, Feb. 10, 2016, at 13.

As noted above, the RTOP required offerors to address four elements in their technical approach proposal: (1) transition-in plan; (2) application maintenance; (3) architecture data stewardship; and (4) optional tasks as described in the PWS. AR, Tab 24, RTOP amend. 5 at 5-7. As relevant here, under the application maintenance element, the solicitation provided that the agency would evaluate offerors based on their approach to provide application maintenance for the AIMD portfolio of applications maintained in the Army's Microsoft Azure cloud as described in PWS 5.2. *Id.* at 6. The RTOP instructed offerors to address the following, but not limited to, four PWS areas: (1) PWS 5.2.3, requirements and change management; (2) PWS 5.2.1, maintenance of custom and commercial applications; (3) PWS 5.2.9, production and maintenance of 3-D graphics; and (4) PWS 5.2.16, information assurance/cyber security. *Id.*; see also AR, Tab 14, PWS at 41-52, 55, 58-59. The RTOP further required offerors to include "examples of previous support to application maintenance programs similar to the required support described in the PWS." RTOP amend. 5 at 6.

The contemporaneous record shows that the TEB evaluated JANUS's proposal and found that it meets rather than exceeds the requirements. In this context, the TEB noted that in its proposal, JANUS described its approach "to provide application and change management" for multiple networks across AIMD applications. AR, Tab 39, TEB Rept. at 10. The TEB observed that JANUS detailed its "current support for both custom and commercial software applications with the AIMD integrated data environment," including a description of the current data environment. *Id.* The TEB also noted that JANUS detailed its plan for maintenance of AIMD's application fulfilling requirement under PWS 5.2.4, ArCADIE specific services, and PWS 5.2.14, Forge specific services.<sup>11</sup> *Id.* With regard to the delivery of 3-D graphics, the TEB found JANUS's proposal described "existing acceptable processes." *Id.* The TEB further found that JANUS's proposed approach for information assurance/cybersecurity "fulfills the requirements," and includes examples of success and resources used for maintaining cybersecurity compliance. *Id.* In addition, the TEB determined that JANUS's proposal fulfilled the requirements of the application maintenance element because it included examples of application maintenance support. *Id.*

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<sup>11</sup> ArCADIE and Forge are two distinct specialized data environments within the AIMD program. AR, Tab 14, PWS at 42.

The protester disagrees with the agency's evaluation and argues, for example, that its proposal merited a strength under the application maintenance element because it described a "fully deployed data warehousing and analytics solution using [DELETED]"<sup>12</sup> that exceeds the PWS requirements of PWS 5.2.5, data environment. Protest at 30. In support of this assertion, JANUS points to a quotation included in its proposal from a CPARs report for its work under a different contract. Protest at 30; AR, Tab 22, JANUS Technical Approach Proposal at 28.

The protester's assertion essentially is that the quoted language from the CPARs report, included in JANUS's proposal, highlights the protester's design and implementation of a "Microsoft recommended best practice [DELETED] data transformation solution," and demonstrating that, in the protester's view, its proposal exceeds the solicitation requirements in an advantageous way. Protest at 30 (quoting AR, Tab 22, JANUS Technical Approach Proposal at 28). The protester further asserts that the CPARs reference emphasizes the inconsistency and unreasonableness of the Army's evaluation. Comments & 2nd Supp. Protest at 11. In essence, the protester argues that because the CPARs report language included in its proposal shows that the Army found JANUS successfully performed requirements under another task order, the agency should have assessed a strength to JANUS's proposal in the instant procurement for this aspect of its proposal. See *generally* Protest at 30-31. The agency responds that its evaluation was reasonable and in accordance with the RTOP evaluation criteria. MOL at 19-32; COS at 5-8.

In response to the protest, the TEB chairperson explains that the evaluators found that JANUS's proposal simply described its current performance on a task order for a different requirement. AR, Tab 48, Decl. of TEB Chairperson at 4. The TEB also stated that the evaluators found that JANUS's proposal "demonstrated that it met the requirements, and the consensus rating was '[m]eets.'" *Id.* The TEB chairperson further explained that the "TEB deliberately considered how JANUS's technical approach was, in general, not exceeding capability requirements in view of the PWS." *Id.*

Based upon our review of the record, JANUS has not demonstrated the agency failed to properly assign JANUS's proposal a strength. The RTOP did not require offerors to address PWS 5.2.5, data environment, in their proposals and this paragraph is unrelated to the other evaluation criteria. RTOP amend. 5 at 6. The solicitation also did not require the agency to consider whether any aspect of an offeror's proposal could exceed any aspect of the PWS in order for the agency to an assigned strength. RTOP amend. 5 at 17 (defining strength as an "aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government.").

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<sup>12</sup> As explained in JANUS's proposal, [DELETED]. AR, Tab 22, JANUS Technical Approach Proposal at 23.

Based on our review, we find nothing unreasonable regarding the agency's evaluation. The protester argues that its "technical proposal detailed a mature, fully deployed data warehousing and analytics solution using [DELETED] which exceeds the PWS paragraph 5.2.5 requirements for maturity." Protest at 30. As the record reflects, however, exceeding the data environment is not relevant to the solicitation requirements. The record also reflects that in the contemporaneous evaluation, the TEB detailed its findings that JANUS's proposed approach under this element was adequate and demonstrated understanding of the PWS requirements. AR, Tab 39, TEB Rept. at 10-11.

In addition, in response to the protest, the TEB explained that, while the evaluators considered all of the information in JANUS's proposal, including the information cited by the protester, the evaluators did not consider any aspect of JANUS's proposal to exceed the PWS requirements. As referenced above, an agency is not required to document all determinations of adequacy or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Allied Tech. Grp., supra*. Here, the protester's assertion that it deserves a strength relies solely on selected language from a CPARs report indicating JANUS successfully performed on a separate task order. The protester does not assert or demonstrate how its proposed approach for the instant requirement objectively exceeded the solicitation requirements such that it merited a strength.

In sum, the protester does not establish that the agency's evaluation was unreasonable or inconsistent with the stated evaluation criteria. JANUS's arguments reflect its view, as the incumbent on other AIMD requirements, regarding the merits of its proposal but it does not demonstrate an unreasonable evaluation. To the extent JANUS asserts it should have received a strength for its technical approach under the application maintenance element because its proposal exceeds the PWS 5.2.5, data environment, requirements, the protester's disagreement with an agency's evaluation judgments, without more, does not establish that the evaluation was unreasonable. *Lukos, LLC, supra*. Accordingly, this protest ground is denied.

#### Best-Value Tradeoff Analysis

Finally, JANUS challenges the agency's selection decision, asserting that the Army's tradeoff analysis and best-value determination were flawed due to purported flaws in the underlying evaluation. This allegation is based on JANUS's various challenges to the agency's evaluation, all of which we have denied as set forth above. Thus, we dismiss this argument because it does not establish a basis to question the selection decision. *CPS Professional Services, LLC d/b/a CATHEXIS, B 417928.2, Feb. 5, 2020, at 6 n.5.*

This protest is denied.

Edda Emmanuelli Perez  
General Counsel

