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Decision

Matter of: Linchpin Solutions, Inc.

File: B-419564

Date: May 10, 2021

Matthew E. Feinberg, Esq., Katherine B. Burrows, Esq., Jacqueline K. Unger, Esq., and Christine C. Fries, Esq., Piliero Mazza PLLC, for the protester.
Kathryn M. Cox and Charles A. Manship, Advanced Computer Learning Company, LLC, for the intervenor.
Timothy Lorenzi, Esq., Department of the Navy, for the agency.
Jacob M. Talcott, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of protester's proposal is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.

DECISION

Linchpin Solutions, Inc., a service-disabled veteran-owned small business (SDVOSB) of Aberdeen Proving Ground, Maryland, protests the award of an indefinite-delivery, indefinite-quantity (IDIQ) contract by the Department of the Navy, Naval Supply Systems Command, to Advanced Computer Learning Company (ACLC), an SDVOSB of Fayetteville, North Carolina, under request for proposals (RFP) No. N0018920RZ111, for joint tactical operations (JTO) interface training program support. The protester contends that the agency unreasonably evaluated its proposal, which resulted in an improper best-value tradeoff and award to ACLC.

We deny the protest.

BACKGROUND

On August 20, 2020, the Navy issued the subject RFP in accordance with Federal Acquisition Regulation (FAR) part 15 as a set-aside for SDVOSBs. Contracting Officer's Statement (COS) at 1. The RFP sought proposals to provide contractor support services for the JTO interface training program and the United States text formatting training program. *Id.* These support services include operating a specialized Department of Defense international school and teaching the use of unique military

multi-tactical data link networks (MTN). *Id.* The Navy contemplated the award of a single IDIQ contract for an ordering period of 48 months (a base plus three option years) to the offeror whose proposal represented the best value to the government. *Id.*; Agency Report (AR), Tab 1, RFP at 83. The due date for proposals, as amended, was October 19, 2020. AR, Tab 6, RFP amend. 0005 at 1.¹

The RFP required offerors to submit proposals in two volumes: volume one, non-price proposal; and volume two, price proposal. RFP at 113. The non-price proposal was to be evaluated using two factors: performance approach and past performance. *Id.* The RFP provided that performance approach was more important than past performance, and the non-price proposal was more important than the price proposal. *Id.* at 119.

For performance approach, offerors were required to explain how they would perform the services solicited by the RFP.² *Id.* at 115. For past performance, offerors were to demonstrate relevant past performance or affirmatively state they possessed no relevant past performance. *Id.* To demonstrate relevant past performance, the RFP required offerors to identify up to three relevant contracts from the last five years. *Id.* The RFP defined “[r]elevant past performance” as contracts or efforts within the past five years that are the same, or similar to, the scope, magnitude, and complexity of the services sought by the subject RFP.³ RFP at 115.

The RFP further provided that the agency would evaluate past performance individually and in the aggregate. *Id.* at 116. The evaluation in the aggregate was to allow offerors

¹ The Navy amended the RFP five times. COS at 2; see *also* AR, Tab 2-6. According to the contracting officer, these amendments answered questions from prospective offerors, revised the performance work statement and other RFP terms and conditions, and extended the closing date for submission of proposals. COS at 2. All citations are to the original RFP and the amended portions as needed.

² Linchpin does not challenge the evaluation of its performance approach.

³ Although not defined in the RFP, the agency provided the following definitions for scope, magnitude, and complexity in the source selection report:

Scope: Developing, maintaining, and delivering courseware curriculum material to military personnel related to Multi-Tactical Data Link Network (MTN) planning and operations.

Magnitude: Experience performing services valued at \$5M per year, which is comparable to the estimated dollar value the awardee is anticipated to receive in task orders under the resultant IDIQ contract.

Complexity: Course instruction delivery via multiple methods to include live/classroom (in-residence), distance learning/remote, simulation/constructive and/or mobile training team.

AR, Tab 7, Source Selection Evaluation Board (SSEB) Report at 3.

who did not meet the entire scope, magnitude, or complexity of the RFP through one contract to demonstrate relevant past performance through other contracts or efforts collectively. *Id.*

The Navy received nine proposals by the October 19 deadline, including the proposals submitted by Linchpin and ACLC. COS at 2. The Navy convened the SSEB to evaluate and rank the non-price proposals. *Id.* The final evaluation scores for the protester and ACLC were as follows:

	ACLC	Linchpin
Performance Approach	Good	Outstanding
Past Performance	Substantial Confidence	Satisfactory Confidence
Overall Technical Rating	Good	Good
Total Proposed Price	\$33,207,839	\$33,778,624

AR, Tab 8, Source Selection Decision (SSD) at 2. Because ACLC's and Linchpin's proposals were relatively equal under the non-price factors, the agency decided the savings associated with ACLC's lower price made ACLC's proposal more advantageous to the government, and therefore, selected ACLC's proposal for award. *Id.* at 3, 6.

On January 13, 2021, the Navy notified Linchpin of the award to ACLC; Linchpin requested a debriefing the same day. COS at 4. The Navy provided a written debriefing to Linchpin on January 22, and after a series of questions and responses, the debriefing concluded on January 27. *Id.* Linchpin filed this protest with our Office on February 1.

DISCUSSION

Linchpin contends (1) the agency's evaluation of Linchpin's past performance was unreasonable and contrary to the terms of the RFP, and (2) the best-value tradeoff decision was unreasonable. Protest at 7, 17; Comments at 3-19. For reasons discussed below, we deny the protest.⁴

Linchpin first contends that the agency improperly evaluated its past performance individually and in the aggregate. Protest at 2. Specifically, Linchpin argues the agency misjudged the similarity in scope and magnitude of contracts it identified for its

⁴ Although we do not address every allegation raised by the protester, we have considered them and find none to be meritorious.

past performance, which resulted in an improper rating of “satisfactory confidence.”⁵ *Id.* at 7. We disagree.

In reviewing an agency’s evaluation of past performance, our Office evaluates only whether the evaluation was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, as determining the relative merit of an offeror’s past performance is primarily a matter within the agency’s discretion.

TeleCommunication Sys., Inc., B-413265, B-413265.2, Sept. 21, 2016, 2016 CPD ¶ 266 at 7. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings; an offeror’s disagreement with the agency’s evaluation, without more, does not demonstrate that those judgments are unreasonable. *Cape Envtl. Mgmt., Inc.*, B-412046.4, B-412046.5, May 9, 2016, 2016 CPD ¶ 128 at 8.

Here, in reviewing Linchpin’s first identified contract, *i.e.*, project one, the SSEB determined the contract was only “[s]omewhat [r]elevant” to the work required by the RFP.⁶ SSEB Report at 7. According to the SSEB, although project one demonstrated the development, maintenance, and delivery of courseware, it failed to demonstrate

⁵ The agency provided the following definitions for satisfactory confidence and substantial confidence:

Substantial Confidence: Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

AR, Tab 9, Source Selection Plan (SSP) at 19.

⁶ The source selection plan defined past performance relevancy ratings as follows:

Very Relevant: Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant: Present/past performance effort involved a similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant: Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant: Present/past performance effort involved little or none of the scope of magnitude of effort and complexities this solicitation requires.

SSP at 19.

experience in MTN planning or operations as required by the RFP. *Id.* Additionally, the SSEB concluded that project one, with an annual value of \$448,000, did not involve the same level of magnitude as the subject RFP. *Id.* at 6-7. Overall, the SSEB assigned project one a rating of “somewhat relevant,” finding that it was somewhat similar in scope, involved less magnitude, and involved essentially the same complexity. *Id.* at 7.

Linchpin contends the agency assigned this rating “simply because” it failed to demonstrate MTN planning and operations. Comments at 4. The record does not support this contention, nor does it support Linchpin’s argument that the agency unreasonably evaluated project one. As mentioned above, the SSEB determined that project one failed to demonstrate experience in MTN planning or operations in addition to falling below the estimated dollar value of the subject RFP. SSEB Report at 7. The agency thus determined the effort met the definition of “somewhat similar.” We have no basis to find this determination unreasonable because the SSEB defined scope as showing experience with MTN planning and operations, which Linchpin failed to show. Additionally, project one involved a lower dollar value than the work required here.

For the protester’s second past contract (“project two”), the agency assigned a rating of “not relevant” because the scope of the identified contract was not similar to the work here. *Id.* at 7. According to the agency, project two demonstrated experience with hardware, software, and data support related to different systems, but failed to demonstrate the development, maintenance, and delivery of courseware curriculum material to military personnel. *Id.* In other words, the agency determined that project two involved work completely different from the work sought under the subject RFP.

Although Linchpin’s protest details how project two was similar to the work required by the RFP, Protest at 9-10, the agency points out that much of the information provided in Linchpin’s protest was not provided in its proposal. Memorandum of Law at 5. Linchpin responds by claiming the page limitation negatively affected its ability to provide more detail. Comments at 7-8.

While the page limitation may have impacted Linchpin’s ability to provide a more thorough explanation, an agency’s evaluation is dependent on the information furnished in a proposal, and therefore, it is the offeror’s responsibility to submit an adequately written proposal for the agency to evaluate. *Structural Assoc., Inc.*, B-403085.2, Sept. 21, 2010, 2010 CPD ¶ 234 at 3. Agencies are not required to adapt their evaluation to comply with an offeror’s submission, or otherwise go in search of information that an offeror has omitted or failed adequately to present. *Id.* Linchpin’s failure to provide more detail does not render the agency’s evaluation here unreasonable. We therefore have no basis to determine that the evaluation of project two was unreasonable.

For its third past contract, Linchpin identified a contract performed by a proposed subcontractor. The agency determined that although the scope and complexity of this effort were essentially the same as the scope and complexity of the subject RFP, the magnitude of the subcontractor’s effort was approximately \$1.7 million annually, rather

than the \$5 million annually here. SSEB Report at 8. Due to the smaller size of the past effort, the agency assigned the effort a rating of “somewhat relevant.” *Id.* Linchpin contends this effort should have received a rating of at least “relevant” because, although it was lesser in value, the agency assigned its scope and complexity a rating of “very relevant.” Comments at 8.

As previously mentioned, the evaluation of past performance is largely left to the discretion of the agency; we will not object unless the protester shows the evaluation was unreasonable or contrary to the terms of the solicitation. *Cape Envtl. Mgmt., Inc., supra* at 8. We have no basis to find this evaluation unreasonable as the magnitude of this contract was significantly less than the anticipated value of the IDIQ contract, and the assignment of a specific adjectival rating based on that analysis falls within the sound discretion of the agency.

Linchpin also argues the agency’s evaluation of its contracts in the aggregate was unreasonable. Protest at 7-12. We disagree. In evaluating Linchpin’s contracts, the agency found that although collectively they were similar in scope and complexity, they were not sufficiently similar in magnitude to warrant a past performance rating of substantial confidence. SSEB Report at 8-9. In fact, the combined value of project one and project three was less than the value of the work here. *Id.* Even if the agency had viewed project two as relevant, the total value of Linchpin’s three contracts still would have been less than the effort here. SSD at 4. Therefore, the record does not support Linchpin’s contention that it should have received a higher rating.

Finally, Linchpin challenges the agency’s best-value determination. According to Linchpin, because it received a higher rating for its performance approach than ACLC, and because performance approach was more important than past performance, its proposal necessarily represented the best value to the government. Comments at 15. We disagree. Although Linchpin proposed a superior performance approach, the agency reasonably determined that the proposals were relatively equal given ACLC’s good performance approach combined with its superior past performance, which left price as the determinative consideration. As mentioned above, ACLC submitted a lower price than Linchpin. We thus have no basis to determine that the agency’s decision to award the IDIQ contract based on ACLC’s lower price, as well as its higher past performance rating, was unreasonable.

The protest is denied.

Thomas H. Armstrong
General Counsel