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441 G St. N.W.
Washington, DC 20548

**Comptroller General
of the United States**

# Decision

**Matter of:**   Babel Street, Inc.

**File:**   B-418730.5; B-418730.6

**Date:**   June 15, 2021

Damien C. Specht, Esq., R. Locke Bell, Esq., and Victoria Dalcourt Angle, Esq., Morrison & Foerster LLP, for the protester.
Seth H. Locke, Esq., Alexander O. Canizares, Esq., Brenna D. Duncan, Esq., and Julia M. Fox, Esq., Perkins Coie LLP, for Dataminr, Inc., the intervenor.
Jason R. Smith, Esq., Alexis J. Bernstein, Esq., Erika Whelan Retta, Esq., and Colonel Patricia S. Wiegman-Lenz, Department of the Air Force, for the agency.
Stephanie B. Magnell, Esq., and Evan C. Williams, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

1. Protest challenging the evaluation of past performance is denied where the evaluation was reasonable and consistent with the terms of the solicitation.

2. Protest that the agency applied unstated evaluation criteria in its technical evaluation is denied, where the agency is not required to advise offerors of the benefit it will find in particular aspects of offerors' proposals.

3. Protest challenging the agency's best-value tradeoff decision is denied where the selection of the higher technically rated, higher-priced proposal was reasonable and consistent with the stated evaluation criteria.

## DECISION

Babel Street, Inc., a small business of Reston, Virginia, protests the award of a contract to Dataminr, Inc., of New York, New York, under request for proposals (RFP) No. FA7014-20-R-0005, which was issued by the Department of the Air Force for the publicly available information alerting Department of Defense enterprise license subscription (PADELS) service.[1] The protester contends that the Air Force conducted a

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[1] According to the agency, "[t]he requirement was for a commercially-available solution to evaluate publicly available information in real time, in order to provide situational awareness, force protection, and indications and warnings to Combatant Commands and Military Services on global events." Contracting Officer's Statement (COS) at 2.

flawed evaluation of Babel Street's past performance record, applied unstated evaluation criteria as part of the technical evaluation, and erred in its best-value tradeoff by selecting Dataminr's higher-priced proposal for award and not adequately documenting the agency's tradeoff determination.  Protest at 2-3.

We deny the protest.

BACKGROUND

The previous PADELS contract, FA7014-19-C-A011, was awarded to Dataminr on April 3, 2019, for a not-to-exceed price of $6,900,000 as an undefinitized contract action.[2]  COS at 2.  On June 20, the contract was definitized at a price of $24,923,076.93, with a period of performance of 36 weeks, and one 15-week option period for a price of $13,846,153.85.  *Id.*

Under the previous contract, Dataminr provided the Department of Defense (DOD) with an enterprise-wide license for up to 3 million users for Dataminr's alert product; the users could also request technical support from the contractor.  *Id.*  The solicitation here has the same scope of service, *i.e.*, "[DOD]-wide access to a commercially-available unlimited enterprise license subscription to a PAI [publicly-available information]-based alerting solution[.]"  Agency Report (AR), Tab 13, RFP Statement of Objectives (SOO) at 1; COS at 2.

The RFP was issued on November 13, 2019, as a set-aside for small businesses and contemplated the award of a single contract with a 1-year base period and four 1-year option periods.  AR, Tab 16, RFP amend. 0003 at 13.  The procurement was conducted in accordance with Federal Acquisition Regulation (FAR) part 12, acquisition of commercial items, and FAR part 15, contracting by negotiation, as supplemented by additional DOD and agency-level guidance.  AR, Tab 29, Source Selection Decision Document (SSDD) at 2.

The agency needed a solution that could distribute alerts in near real-time via email, web-based applications, and mobile platforms.  AR, Tab 13, SOO at 1.  It also required the solution to be available in the marketplace, and able to scale to a DOD enterprise capability.  *Id.*  The procurement also specified that "the [PAI alert service] must comply with the Privacy Act, ensure compliance with [DOD]/NIST [National Institute of Standards and Technology] Standards, and ensure that the service complies with all data sources' terms of service."  *Id.* at 2.

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[2] An undefinitized contract action (UCA) is a contract where the terms, specifications, and/or price are not agreed upon before performance.  *See* Department of Defense Federal Acquisition Regulation Supplement (DFARS) 217.7401.  A UCA must contain a definitization schedule that sets forth when any open terms of the UCA are to be definitized.  *Id.* at 217.7404-3.

The solicitation provided for a best-value tradeoff between price and three non-price factors to select an awardee whose proposal gave the agency "the greatest certainty that it will best meet or exceed our requirements in a way that will be advantageous to the Government." AR, Tab 16, RFP amend. 0003 at 21. The three non-price factors consisted of an initial gateway factor of commercial availability and terms of service compliance (evaluated on a pass/fail basis), technical approach and past performance. RFP attach. B, Proposal Evaluation at 1. The non-price factors, when combined, were significantly more important than price. AR, Tab 16, RFP amend. 0003 at 21. The independent government cost estimate (IGCE) was approximately $293 million. AR, Tab 26, Source Selection Evaluation Board (SSEB) Report at 34.

The technical factor consisted of three subfactors, which would evaluate the offeror's ability to: (1) detect emerging events in near real-time and verify those events; (2) deliver (*i.e.*, "push") alerts to accounts and display a map interface with event locations in both the local language and the user's language; and (3) demonstrate the ability to meet customer service requirements. AR, Tab 16, RFP amend. 0003 at 24.

As relevant here, the agency planned to evaluate past performance submissions for recency, relevance, and quality, which together would form the overall past performance adjectival rating. AR, Tab 16, RFP amend. 0003 at 25. The relevance assessment would focus on the prior contract's "[t]echnical [similarities] and [p]rice," although "all aspects of performance that relate to this acquisition may be considered." AR, Tab 16, RFP amend. 0003 at 25. The solicitation provided for the following relevance ratings:

| Rating | Definition |
|---|---|
| Very Relevant | Past/present performance effort involved essentially the same scope, magnitude and complexities as this solicitation requires. |
| Relevant | Past/present performance effort involved a similar scope, magnitude and complexity that this solicitation requires. |
| Somewhat Relevant | Past/present performance effort involved some of the scope, magnitude and complexity that this solicitation requires. |
| Not Relevant | Past/present performance effort involved little or none of the scope, magnitude and complexity that this solicitation requires. |

*Id.* at 26.

| Rating | Definition |
|---|---|
| **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. |
| **Neutral Confidence** | No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| **Limited Confidence** | Based on the offeror's recent/relevant performance record, the government has a low expectation that the offeror will successfully perform the required effort. |

*Id.*

Also relevant to this protest, the RFP explained that "[t]he solicitation is for an unlimited enterprise license. At this time, the [DOD] Enterprise is approximately 3 million personnel; [the] offeror needs to address if/how they can scale to meet the Enterprise and in what timeframe."[3]  AR, Tab 17, Questions & Answers at 1.

The agency received three proposals, including those of Dataminr and Babel.  AR, Tab 29, SSDD at 5.  The agency's overall ratings of the two proposals were as follows:

| Factor | Babel | Dataminr |
|---|---|---|
| **Gateway** | Acceptable | Acceptable |
| **Technical Approach** | Acceptable | Outstanding |
| **Past Performance** | Neutral Confidence | Substantial Confidence |
| **Price** | $67,500,000.00 | $258,661,096.66 |

AR, Tab 28, Babel Debriefing Letter at 1.

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[3] Currently, there are approximately 30,000 users of Dataminr's DOD service.  AR, Tab 26, SSEB at 43.

The agency's final past performance evaluation of Babel was as follows:

> RECENCY RATING: Recent
> QUALITY: No negative quality indicators identified
> RELEVANCY RATING: Somewhat Relevant
> CONFIDENCE RATING: Neutral Confidence

AR, Tab 29, SSDD at 33.

As relevant to this protest, the agency evaluated the relevance of three past performance questionnaires and one contractor performance assessment reporting system report for Babel as follows:

| Contract Number and Role | Value & Period of Performance | Agency Evaluation of Contract Reference Relevance |
|---|---|---|
| **70Z08420PXVA0300 Prime** | $166,200 4/1/20–3/31/21 | 5 licenses, low dollar value, less complex. Overall: somewhat relevant |
| **HSHQDC12D00013 / 70B04C19F00000798 Subcontractor** | $[DELETED] 9/?/19 – 9/18/20 | Originally 10 subscriptions, now increased to 500. Low dollar value, smaller scope, less complex. Overall: somewhat relevant |
| **H9240419P0002 Subcontractor** | $283,453 (Sub portion $[DELETED]) 4/24/19 – 4/23/20 | 2 user licenses, well below the scope and complexity of this solicitation. Overall: somewhat relevant. |
| **HSSS01115C0040 Prime** | $2,109,105 9/28/15 – 9/26/16 | Up to 40 users. Despite similarities in type of work, dollar value and users are low as compared to solicited effort. Overall: somewhat relevant. |

*Id.* at 30-32.

The Air Force explained the relevance ratings assigned to Babel's past performance references:

> Babel [] has somewhat relevant past performance and a positive performance history as it involved some of the scope, magnitude and complexity that the solicitation required. However, their performance record does not provide insight as to how well Babel [] can perform at the level required and was so sparse that no meaningful confidence assessment rating could be reasonably assigned. Accordingly, because Babel['s] past performance is so sparse, a Neutral Confidence rating was assigned.

*Id.* at 32.

On February 26, the Air Force advised Babel of the selection of Dataminr for award. AR, Tab 28, Babel Debrief Letter at 1. The agency completed a debriefing for Babel on March 3, and this protest timely followed on March 8.[4] Memorandum of Law (MOL) at 12-13.

DISCUSSION

As discussed in detail below, Babel raises three principal protest grounds. First, the protester alleges that the agency's past performance evaluation overlooked the scope and complexity of Babel's past performance references. Next, Babel asserts that the agency applied unstated evaluation criteria in the technical evaluation because it failed to advise offerors of the merit it would find in a particular technical aspect of Dataminr's proposal. In this regard, the protester disagrees with the merit the agency found in Dataminr's "Twitter firehose." Finally, the protester claims that the agency made an unreasonable source selection decision and failed to adequately document its best-value tradeoff decision.[5]

Past Performance – Relevance

Babel argues that the agency unreasonably evaluated the relevance of the protester's past performance references. Comments & Supp. Protest at 18. In this regard, the protester asserts that the agency improperly considered the estimated price, *i.e.*, the IGCE of $293 million, and the maximum of 3 million end-users, as a basis for evaluating whether an offeror's past performance was similar in scope and magnitude with the solicited effort. *Id.* Thus, according to the protester, the agency's methodology failed to account for the complexity or scope of Babel's previous work.

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[4] On May 11, 2020, Babel filed a protest with our Office challenging an earlier award of this contract to Dataminr. On June 16, our Office dismissed the protest on the basis that Babel was not an interested party. *Babel Street, Inc.*, B-418730, June 16, 2020, 2020 CPD ¶ 199. On July 21, Geospark Analytics, Inc. filed a protest with our Office challenging action taken by the agency with respect to a proposal amendment, and on July 28, Babel filed a protest with similar allegations. On August 7, we dismissed the protests as academic in light of the agency's decision to permit submission of revised proposals, and to make a new selection decision. *Geospark Analytics, Inc.*, B-418730.2, Aug. 7, 2020 (unpublished decision); *Babel Street, Inc.*, B-418730.3, Aug. 7, 2020 (unpublished decision). On November 24, Babel again filed a protest with our Office challenging the agency's new award to Dataminr, alleging that the agency's past performance evaluation was flawed. On December 28, our Office dismissed the protest as academic on the basis of the agency's decision to terminate Dataminr's award, reevaluate proposals, and again make a new selection decision. *Babel Street, Inc.*, B-418730.4, Dec. 28, 2020 (unpublished decision). The specifics of these prior protests of this procurement are not relevant to the instant protest.

[5] The protester raised several collateral arguments. While not all are discussed below, we have considered all of them, and none provides a basis to sustain the protest.

In response, the Air Force and the intervenor argue that the agency's past performance evaluation of Babel was reasonable and consistent with the stated evaluation criteria. COS at 15; Intervenor Comments at 5-7. In particular, the agency responds that the protest fails to demonstrate that any of Babel's past performance references involved "similar" or "essentially the same" scope, magnitude and complexity as the PADELS requirement, and thus Babel's past performance did not meet the solicitation's definitions of relevant or very relevant. COS at 15.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessment is unreasonable or inconsistent with the solicitation criteria. *Metropolitan Life Ins. Co.*, B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 14; *Cajun Constructors, Inc.*, B-409685, July 15, 2014, 2014 CPD ¶ 212 at 5.

Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 14; *Falcon Envtl. Servs., Inc.*, B-402670, B-402670.2, July 6, 2010, 2010 CPD ¶ 160 at 7. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. *Beretta USA Corp.*, B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 10.

The solicitation provided that for past performance references, "the relevance of the work performed will generally be assessed for [similarity to] the Technical [requirements] and Price [of the solicited effort] (however, all aspects of performance that relate to this acquisition may be considered[)]. AR, Tab 16, RFP amend. 0003 at 25. As noted above, the record reflects that the agency compared Babel's prior efforts to the technical requirements--in terms of number of users--and to the government's estimated price for the requirements. AR, Tab 29, SSDD at 30-32.

Contesting the agency's evaluation, Babel asserts that "[n]either [price nor number of users] is a reliable . . . metric for determining whether an offeror's past performance" was relevant under the terms of the solicitation.[6] Comments & Supp. Protest at 18. The agency argues, however, that as each of the protester's references was significantly smaller in size than the subject requirement, it was proper to rate Babel's past performance as somewhat relevant. MOL at 15.

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[6] "Babel Street does not dispute that its past performance references are smaller than Dataminr's references in user count and price, nor does it dispute the relevancy of Dataminr's past performance." Comments & Supp. Protest at 15.

Babel also complains that Dataminr's prior contract provided it with an improper competitive advantage in the relevance of its past performance references. Protest at 27. However, our Office recognizes that an offeror may possess unique information, advantages, and capabilities due to its prior experience under a government contract, including performance as the incumbent contractor. An agency is not required to equalize competition to compensate for such an advantage, unless there is evidence of preferential treatment or other improper action. *AXIS Mgmt. Grp., LLC*, B-408575.2, May 9, 2014, 2014 CPD ¶ 150 at 3. Further, an agency may properly consider such advantages, where appropriate, in accordance with the evaluation criteria. *See, e.g., Honeywell Tech. Sols., Inc.*, B-400771, B-400771.2, Jan. 27, 2009, 2009 CPD ¶ 49 at 15 (finding reasonable the agency's evaluation of the protester's advantages as an incumbent).

Overall, we find the agency's past performance evaluation of Babel unobjectionable. Here, the solicitation explicitly provided that offerors' past performance references would be compared to the technical requirements and the agency's anticipated price. AR, Tab 16, RFP amend. 0003 at 25. The issue here is that, regardless of similarities in type of work, Babel's prior contracts involved significantly fewer users and had correspondingly lower values than the solicited effort. AR, Tab 29, SSDD at 30-32. Given the difference in magnitude between Babel's prior contracts and the size of this requirement, the agency was not unreasonable in assigning the protester past performance references ratings of somewhat relevant. Furthermore, on this basis, we find reasonable the agency's assignment of an overall rating of neutral confidence to Babel for the past performance factor. Accordingly, we deny this protest ground.[7] *American W. Laundry Distribs.*, B-413377, Sept. 27, 2016, 2016 CPD ¶ 275 at 3; *Special Applications Grp.*, B-417698.2, B-417698.3, Feb. 19, 2019, 2020 CPD ¶ 84 at 6.

Unstated Evaluation Criteria

Next, Babel alleges that the Air Force applied an unstated evaluation criterion in the technical evaluation by assigning Dataminr substantial credit for the firm's access to the "Twitter firehose."[8] Comments & Supp. Protest at 11 (quotations omitted). In this

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[7] To the extent that the protester argues that the agency improperly used price as a metric for evaluating whether the past performance reference was similar to the solicited effort, this argument is untimely. 4 C.F.R. § 21.2(a)(2).

[8] Dataminr's "Twitter firehose" is the "full Twitter public feed (firehose)". AR, Tab 26, SSEB Report at 16. Twitter rarely allows another company to have access to the full public feed, *i.e.*, the firehose. AR, Tab 25, SSDD at 41 (emphasis added); see also *id.* at 43 ("Twitter has historically been known to cut off companies' access to the Firehose, but Dataminr's proposal demonstrates that they have this access through the life of the contract. . . ."). According to the agency, Dataminr's "data agreement [with the Twitter company] includes an [DELETED]-year archive of the Twitter firehose and a rolling [DELETED-]year access to the data; the [DELETED]-year archive of the Twitter firehose is used to improve their AI [artificial intelligence]/ML [machine learning]. Users can access a rolling [DELETED]-year alert archive." AR, Tab 26, SSEB Report at 16.

regard, the protester asserts that the agency "was fully aware of Datminr's exclusive relationship and the important role Twitter data alone would play in the Agency's source selection, yet it chose not to incorporate such access as a requirement or even an evaluation criterion in its solicitation." *Id.* at 15. The protester also "strongly disagrees with the magnitude of [the] value [the agency placed on the Twitter firehose], which is both myopic and short-sighted. . . ." Supp. Comments at 11. In response to the protester's assertions, the agency maintains that its evaluation of this aspect of Datminr's proposal was reasonable and consistent with the stated evaluation criteria. MOL at 16-17.

The evaluation of an offeror's proposal is a matter within the agency's discretion. *IPlus, Inc.*, B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 7, 13. In reviewing an agency's evaluation, our Office will not reevaluate proposals; instead, we will examine the record to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. *Metro Mach. Corp.*, B-402567, B-402567.2, June 3, 2010, 2010 CPD ¶ 132 at 13; *Urban-Meridian Joint Venture*, B-287168, B-287168.2, May 7, 2001, 2001 CPD ¶ 91 at 2. We conclude that Babel's arguments are without merit.

As a general matter, when evaluating proposals an agency properly may take into account specific matters that, while not expressly identified, are logically encompassed by or related to the stated evaluation criteria. *Synaptek Corp.*, B-410898.6, Feb. 29, 2016, 2016 CPD ¶ 78 at 9; *Open Sys. Sci. of Va., Inc.*, B-410572, B-410572.2, Jan. 14, 2015, 2015 CPD ¶ 37 at 11. In this regard, agencies need not disclose evaluation standards or guidelines for rating proposals as more desirable or less desirable, since agencies are not required to inform offerors of their specific rating methodology. *Open Sys. Sci. of Va., Inc.*, *supra* at 11; *Arcus Properties, LLC*, B-406189, Mar. 7, 2012, 2012 CPD ¶ 107 at 8. Rather, the rating system used need only be consistent with the terms of the solicitation. *Id.* A protester's disagreement with the agency's evaluation, without more, does not establish that the agency acted unreasonably. *Synaptek*, *supra* at 9; *Ben-Mar Enters., Inc.*, B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

In this case, we see nothing inconsistent between the evaluation criteria set forth in the RFP and the agency's evaluation findings. The solicitation defined a 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 [g]overnment during contract performance." AR, Tab 16, RFP amend. 0003 at 24. The RFP also provided that the agency would evaluate offerors' technical proposals in part on their "ability to detect emerging events, in near real-time[.]" *Id.* In particular, the Air Force would assess offerors' ability to "[d]etect emerging events in near real-time, incorporating data veracity into methods by which alerts are generated" and to "[u]se a wide variety of regional and global social media, news and other publicly available information sources (address variety and type of access to regional and global social media, regional and global news, and other publicly available information sources.")." *Id.*

The record reflects that Dataminr's access to the Twitter firehose was a distinguishing factor in its selection for award, as compared to Babel:

> Babel [] has access to a wide range of social networking services, websites, blogs and deep and dark web content, but does not offer the same historical and future access to the Twitter firehose.  This broad access to the Twitter firehose is incredibly important to the Government because it allows Dataminr to simultaneously see present and historical information and incorporate historical data into its AI/ML capabilities, resulting in more accurate and reliable alerts, and also ensures the company will be able to access the full firehose for the entire duration of the contract, which Twitter only rarely allows.[9]

AR, Tab 25, SSDD at 41 (emphasis added).

The agency's decision to find merit in Dataminr's "Twitter firehose" was not inconsistent with the evaluation criteria, which sought the offerors' ability to survey social media sources and allowed the agency to credit a proposal that exceeded agency requirements.[10]  The Air Force found that the Twitter firehose would enable Dataminr to exceed the requirements of the first technical subfactor, *i.e.*, detecting and verifying emerging events in near real-time.  AR, Tab 26, SSEB Report at 16-17; AR, Tab 25, SSDD at 19.  The agency valued not only the breadth of the Twitter firehose as an information source, but also Dataminr's ability to use the firehose to improve its AI/ML capabilities and thus the "reliability and veracity" of the PADELS alerts.  AR, Tab 25, SSDD at 19.  While Babel contests the reasonableness of the agency's "myopic" focus on the Twitter firehose, the protester has not provided our Office with a basis to question the agency's evaluation judgments.  In this regard, the protester simply disagrees with the value assigned by the Air Force to this aspect of Dataminr's proposal.  Therefore, this protest ground is denied.  *Ben-Mar Enters., Inc.*, *supra* at 7.

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[9] While Babel disagrees with Twitter's decision not to make its "firehose" commercially available to firms like Babel, (*see, e.g.*, Comments & Supp. Protest at 14 n.9) this is a private dispute that GAO will not review.  *Bahrain Telecom. Co.*, *B.S.C.*, B-410614.2, Aug. 10, 2015, 2015 CPD ¶ 269 at 6 (finding the protester's efforts to render the awardee technically unacceptable by limiting protester's access to the awardee's networks, and thus overturn the award, to be a matter of contract administration that our Office will not review).

[10] To the extent that Babel challenges the terms of the solicitation, this argument is untimely.  4 C.F.R. § 21.2(a)(1).

Best-Value Tradeoff

Lastly, Babel argues that the agency failed to document its best-value tradeoff or adequately explain its basis for selecting Dataminr, given Dataminr's significantly higher price. Protest at 23. As the agency acknowledged, Dataminr's price of $258,661,096.66 was 25 percent higher than the third offeror's price, and 283 percent higher than Babel's price of $67,500,000. AR, Tab 25, SSDD at 38. The protester claims that, given this broad price disparity, "[n]o rational person" would have made this tradeoff between technical merit and price. . . ." Supp. Comments at 24.

The Air Force contends that the best-value tradeoff decision was reasonable, consistent with the solicitation, and adequately documented. MOL at 36. The agency notes that the solicitation provided that the non-price factors were "significantly more important" than price. *Id.* (citing AR, Tab 16, RFP amend. 0003 at 21). Moreover, the agency points out that the protester does not challenge Dataminr's technical or past performance rating.

Notwithstanding the protester's disagreement, we find no basis to question the agency's best-value determination. *AlliantCorps*, B-415744.5, B-415744.6, Nov. 23, 2018, 2018 CPD ¶ 399 at 5 (finding reasonable the agency's selection of a higher-priced, higher-rated proposal); *Horizon Indus., Ltd.*, B-416222, B-416222.2, July 11, 2018, 2018 CPD ¶ 235 at 9 (same). First, as described above, we find no merit to the protester's objections to the agency's underlying evaluations. Next, the Air Force compared and documented, in detail, various benefits of the three proposals. AR, Tab 25, SSDD at 38-45. The agency also determined that Dataminr's price was reasonable, in part, by comparing Dataminr's price to historical pricing (*i.e.*, the agency's current contract with Dataminr) and the IGCE. *Id.* at 38. The Air Force calculated that Dataminr's total evaluated price was 12 percent lower than the IGCE and was competitive, despite being the highest priced. *Id.*

In the tradeoff, the agency concluded that Babel's proposal was the least advantageous of the three, as the technical merits of the third offeror's and Dataminr's proposals outweighed Babel's substantially lower price. *Id.* at 42. In this regard, the agency also concluded that the third offeror's proposal was superior to Babel's--despite the higher price of the third offeror as well--due to the proposed technical features such as the "enhanced map functions" that offered increased precision and reliability. *Id.* at 40. Further, the agency specifically acknowledged the significant price difference between the Babel and Dataminr proposals, but concluded that Dataminr's technical proposal and past performance justified the additional price of the Dataminr proposal. *See id.* at 41. Overall, although the protester disagrees with the agency's decision to pay this

premium, the decision itself is adequately justified and documented. We find the agency's decision to be within its discretion.[11] *Accenture Fed. Servs. LLC et al., supra* at 13-15.

The protest is denied.

Thomas H. Armstrong
General Counsel

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[11] Babel questions the reasonableness of the agency's tradeoff decision, arguing that the Air Force fails to justify paying several multiples of its low-price offer for a service that has generated little interest. *See, e.g.*, Supp. Comments at 3. The protester also notes that, given that the agency seeks a fixed-price (rather than fixed-unit-price) solution, Dataminr's price for three DOD user licenses is similar to the price for a DOD-wide license for 3 million users, such that the price per user is higher than anticipated. *Id.* at 19.

While historically many agencies did not select the higher-rated, higher-priced proposal, other agencies have justified paying a significant premium for a proposal viewed as superior. *See, e.g., Accenture Fed. Servs. LLC et al.,* B-417111.5 *et al.*, Sept. 4, 2019, 2019 CPD ¶ 339 at 14-15 (agency defended paying 25.85 percent price premium); *Freedom Lift Corp.*, B-298772.2, Jan. 25, 2007, 2007 CPD ¶ 29 at 4 (agency justified paying a 35 percent price premium); *Superlative Techs., Inc.; Atlantic Sys. Grp., Inc.*, B-415405, *et al.*, Jan 5, 2018, 2018 CPD ¶ 19 at 11-12 (finding reasonable the agency's decision to pay a 44 percent price premium). Although the scale of the price premium here is significantly higher than the premium paid in these decisions, the protester has not provided a basis for our Office to sustain the protest on the basis that the magnitude of the price premium is somehow improper.