



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Deque Systems, Inc.

File: B-420969; B-420969.2

Date: November 21, 2022

Amy Laderberg O'Sullivan, Esq., James G. Peyster, Esq., and William B. O'Reilly, Esq., Crowell & Moring LLP, for the protester.

Alexander B. Ginsberg, Esq., and Michael J. Anstett, Esq., Fried, Frank, Harris, Shriver & Jacobson LLP, for IronArch Technology, LLC, the intervenor.

Mary G. Courtney, Esq., Annemarie Drazenovich, Esq., and Reza Behinia, Esq., Department of Veterans Affairs, for the agency.

David A. Edelstein, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of agency's evaluation of awardee's technical proposal is denied where protester has not demonstrated that the agency's evaluation was unreasonable.
 2. Protest of agency's evaluation of offerors' past performance is denied where solicitation did not require agency to compare the relevance of past performance examples and protester has not demonstrated that the evaluation was otherwise unreasonable.
 3. Protest that agency did not evaluate transition risk is dismissed where solicitation did not require such an evaluation.
-

DECISION

Deque Systems, Inc., a small business of Herndon, Virginia, protests the award of a contract to IronArch Technology, LLC, a small business of McLean, Virginia, under request for proposals (RFP) No. 36C10B22R0002, issued by the Department of Veterans Affairs (VA) for accessibility compliance software services. The protester challenges the agency's evaluation of offerors' proposals and alleges that the agency made an unreasonable best-value determination.

We deny the protest.

BACKGROUND

The VA's Section 508 Program Office provides accessibility services, conformance testing solutions, and innovative strategies for implementing the goals and objectives of section 508 of the Rehabilitation Act of 1973, 29 U.S.C. § 794d (section 508). Contracting Officer's Statement (COS) at 1. This includes assessing the accessibility compliance levels of various VA information and communications technology products, such as websites, Adobe PDF documents, and eLearning courses. *Id.*

On February 3, 2022, the agency issued the solicitation as a small business set-aside, seeking automated and manual testing, reporting, help desk activities, and training in support of the Section 508 Program Office's accessibility compliance assessments. *Id.* The agency intended to award a single fixed-price contract for a 12-month base period and two 12-month option periods. Agency Report (AR), Tab 5, RFP¹ at 7, 25.

Deque previously provided similar services to the Section 508 Program Office. COS at 11. Deque's prior contract ended on November 7, 2021. *Id.*

The RFP included a performance work statement (PWS) describing the tasks the contractor would be expected to perform. RFP at 20-78. Of relevance to this protest, the PWS included section 5.3, "section 508 accessibility compliance scanning tool," which required the contractor to provide a commercial off-the-shelf² section 508 compliance tool, and which set forth a list of 91 requirements that the contractor's tool would have to meet. *Id.* at 30-39.

The RFP provided that award would be made on a best-value tradeoff basis, considering four evaluation factors: technical, price, past performance, and veterans involvement. RFP at 116. The technical factor was significantly more important than price, price was slightly more important than past performance, and past performance was slightly more important than veterans involvement. *Id.*

With respect to the technical factor, the solicitation instructed offerors to "propose a detailed approach that addresses . . . [t]he [o]fferor's technical approach to provide a commercial off-the-shelf [s]ection 508 accessibility compliance tool in accordance with [PWS] section 5.3 upon contract award." *Id.* at 120-21. Offerors were also required to address their approaches to the PWS's required auditing services and help desk support, as well as their management methodology. *Id.*

¹ The RFP was amended once. All citations to the RFP are to the conformed amended version, located at Tab 5 of the agency report.

² Commercial off-the-shelf items are those commercial items of supply that are sold in substantial quantities in the commercial marketplace and are offered to the government without modification in the same form in which they are sold in the commercial marketplace. Federal Acquisition Regulation 2.101.

The RFP stated that the agency would evaluate the technical factor as follows:

a. Understanding of the Problem--The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

b. Feasibility of Approach--The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the [g]overnment with respect to the [o]fferor's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

Id. at 116-17.

With respect to the evaluation of past performance, the RFP stated that the agency would "assess the relative risks associated with an [o]fferor's likelihood of success in fulfilling the solicitation's requirements as indicated by that [o]fferor's record of past performance." *Id.* at 117. The RFP stated: "[t]he [g]overnment will conduct a performance risk assessment based on the quality, relevancy, and recency of the [o]fferor's past performance, as well as that of its major subcontractor(s), as it relates to the probability of successful accomplishment of the required effort." *Id.*

The agency received three timely proposals, including proposals from Deque and IronArch.³ COS at 6. The agency convened a source selection evaluation board (SSEB), consisting of a technical evaluation team (TET) and separate evaluation teams for price, past performance, and veterans involvement. See AR, Tab 14, SSEB Briefing Slides at 1. The TET performed an initial evaluation of offerors' technical proposals. COS at 6. After this initial evaluation, the agency engaged in discussions with Deque and IronArch via notices referred to as "items for negotiation" (IFNs), and the TET evaluated the offerors' revised proposals. *Id.*

³ The third offeror was determined to be ineligible for award; thus, the agency conducted a further evaluation of the proposals of Deque and IronArch only. COS at 6.

The final ratings⁴ and prices for Deque’s and IronArch’s proposals were as follows:

Evaluation Factor	Deque	IronArch
Technical	Good	Outstanding
Significant Strengths	1	3
Strengths	5	3
Price	\$12,702,500	\$13,812,341
Past Performance	Low Risk	Low Risk
Veterans Involvement	Some Consideration	Full Credit

Id.; AR, Tab 15, Source Selection Decision Document (SSDD) at 4-7.

On June 29, the source selection authority (SSA) met with the SSEB to discuss its findings. AR, Tab 15, SSDD at 3; AR, Tab 14, SSEB Briefing Slides. The SSA concurred with the SSEB’s ratings and determined that IronArch’s proposal represented the best value to the government. AR, Tab 15, SSDD at 3-4. In making this determination, the SSA first separately reviewed the strengths and weaknesses in Deque’s and IronArch’s proposals, then performed and documented a detailed comparison of the relative merit of the two proposals. *Id.* at 4-9.

In evaluating proposals under the technical factor, the SSA identified specific “additional functionality” of IronArch’s section 508 scanning tool as compared to Deque’s tool. *Id.* at 8. This included the ability of IronArch’s tool to test a broader number of platforms than Deque’s tool, which “allows [the agency] to provide wider coverage without having to seek outside resources.” *Id.* The SSA found that “[IronArch]’s proposed scanning tool presented substantial additional benefits to the [g]overnment in comparison to [Deque]’s scanning tool and approach and warrants payment of a price premium.” *Id.* at 8.

The SSA found that Deque’s approach to the help desk requirement “presented some additional benefits” as compared to IronArch’s approach, because Deque proposed a highly capable team and a service-level achievement tracking system. *Id.*

With respect to management approach--also part of the technical factor--the SSA found that Deque’s proposal contained only “generalities,” whereas IronArch’s proposal

⁴ For the technical factor, the possible ratings were outstanding, good, acceptable, susceptible to being made acceptable, and unacceptable. AR, Tab 6, Evaluation Plan at 19. Past performance ratings were high risk, moderate risk, low risk, and unknown risk. *Id.* at 20. Veterans involvement ratings were full credit, partial credit, some consideration, and no credit. *Id.* at 20-21.

“received a significant strength for its very detailed approach.” *Id.* at 9. The SSA considered this “a key difference in the proposals,” and determined that IronArch’s “approach to project management presented additional benefits to the [g]overnment in comparison to [Deque]’s project management approach and warrants payment of a price premium.” *Id.*

Ultimately, the SSA determined that IronArch presented a superior proposal to Deque on the technical factor as a whole. *Id.* The SSA wrote: “Although [Deque] proposed a help desk approach with some additional benefits, the combined benefits from [IronArch’s] proposed tool and its proposed project management approach is determined to provide more value and benefit to the Government.” *Id.*

With respect to the past performance evaluation factor, the SSA considered Deque and IronArch to be essentially equal. He wrote:

[Deque] and [IronArch] each received a rating of [l]ow [r]isk in the [p]ast [p]erformance [f]actor; however, [Deque] had three recent and relevant past performance instances whereas [IronArch] had a total of four recent and relevant instances. Furthermore, [Deque] received [DELETED] assessments indicating its performance was exceptional and [DELETED] assessments indicating its performance was satisfactory; whereas [IronArch] received [DELETED] assessments indicating its performance was exceptional and [DELETED] assessments indicating its performance satisfactory. While [Deque] has more [e]xceptional questionnaire responses, there is not a discernible difference, therefore, I considered [Deque and IronArch]’s [p]ast [p]erformance essentially equal in this factor.

Id. The SSA also noted that IronArch received “full credit” for the veterans involvement factor, whereas Deque received only “some consideration.” *Id.*

Considering price and the three non-price evaluation factors, the SSA determined that IronArch’s technically superior proposal merited payment of IronArch’s price premium of 8.74%. *Id.* at 9-10. The SSA stated:

[Deque and IronArch] are essentially equal in the past performance factor and [IronArch] is higher rated in the [v]eterans [i]nvolvement [f]actor. [IronArch] proposed a superior technical proposal and technical is the most significant factor. It is my opinion that [IronArch]’s superior technical proposal as discussed above justifies the premium the [g]overnment will have to pay to receive the superior technical benefits associated with [IronArch]’s proposal when compared to that of [Deque].

Id.

On July 21, the agency awarded the contract to IronArch. COS at 7. Deque requested and received a debriefing. *Id.* at 8; AR, Tab 17, Deque Debriefing. This protest followed.

DISCUSSION

Deque alleges that the agency unreasonably evaluated offerors' proposals under the technical and past performance factors, did not evaluate the risk inherent in a transition from Deque's scanning tool to IronArch's scanning tool, and made a flawed tradeoff decision.⁵ We have reviewed all of the protester's allegations, and, as set forth below, find no basis to sustain the protest.

Technical Evaluation of IronArch's Proposal

Deque contends that IronArch's proposal did not meet several requirements of the solicitation, such that the agency should have found IronArch's proposal to be unacceptable or, at a minimum, evaluated it less favorably under the technical factor.

The evaluation of technical proposals is generally a matter within the agency's discretion, which our Office will not disturb unless it is shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *American Systems Corp.*, B-413952.3, B-413952.4, June 23, 2017, 2017 CPD ¶ 204 at 6-7; *NCI Information Systems, Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 7. This includes determinations regarding the acceptability of an offeror's proposed item or service; the procuring agency has primary responsibility for such determinations and we will not disturb them unless they are shown to be unreasonable. *Knowlogy Corp.*, B-416208.3, Dec. 20, 2018, 2019 CPD ¶ 47 at 6; *TransAtlantic Lines, LLC*, B-411242, B-411242.2, June 23, 2015, 2015 CPD ¶ 204 at 5.

Deque contends that IronArch's proposal failed to meet the solicitation requirement that the section 508 compliance tool be available "24 hours a day, 7 days a week to all users, [g]overnment employees, and contractors." RFP at 33. In this respect, IronArch's proposal stated that its tool would be "available 24 by 7 except for planned downtime. [Service-level agreement] shall include update authorization before any contractor updates take place and include coordinated support for VA patches." AR, Tab 8, IronArch Technical Proposal at 6. Deque contends that IronArch's stated intent to schedule downtime for updates and patches means that IronArch will not meet the solicitation's availability requirements.

The agency counters that it is reasonable to assume that occasional downtime for maintenance purposes is allowable if coordinated with the agency. COS at 10. The contracting officer states that this is an industry standard practice, and that it is common to allow for security patches and routine maintenance activities that may require a tool to be offline during an authorized period of time. *Id.* The contracting officer also notes that, during performance of its prior contract, Deque received approved downtime to perform similar activities. *Id.* Deque does not challenge this assertion. Moreover,

⁵ Deque withdrew a protest allegation relating to the agency's evaluation of IronArch's intent to comply with the RFPs "limitation on subcontracting" provision. Comments & Supp. Protest at 1 n.2.

Deque's proposal contained language allowing for "patches and updates" to its tool with "approv[al] in writing by the VA [program manager] prior to deployment." AR, Tab 7, Deque Technical Proposal at 15. Under these circumstances, we find the agency's interpretation of the solicitation, and its resultant determination that IronArch's proposal met the PWS's availability requirements, to be reasonable.⁶

Deque also challenges the agency's technical evaluation based on the statement in IronArch's proposal that its tool would need to be configured during deployment to comply with certain PWS requirements. Deque contends that this demonstrates noncompliance with the solicitation's requirement for a section 508 tool that meets each of the PWS requirements "without any customizations." RFP at 31.

Here, the contracting officer explains that "configuration" is not the same as "customization." Supp. Memorandum of Law (MOL) at 11-13. In this respect, the RFP specifically allowed for offerors' tools to be "configurable out of the box" at the time of award, which the RFP defined as "accessible without further development." RFP at 31. The agency explains that this PWS language was intended to clarify the agency's requirement for a commercial off-the-shelf product rather than a customizable commercial item. Supp. MOL at 12. But, the RFP recognized that a commercial off-the-shelf product would require post-award configuration and integration to work with VA's systems. The PWS therefore required the contractor to develop a plan of approach, after award, that "identif[ied] methods for installation and configuration of the [t]ool as well as integration of [t]ools into business processes of the [g]overnment." RFP at 29. The RFP allowed the contractor to obtain VA approval for its tool after award, and required the contractor to "conduct installation, configuration, and process integration of the [t]ool and any other required software" after receipt of these post-award approvals. *Id.* at 29-30.

Based on the text of the RFP, we agree with the agency that the RFP did not require a tool that met each and every one of the PWS requirements without configuration at the time of award. While Deque has pointed to statements in IronArch's proposal that use words such as "design," Supp. Comments at 9, we view these statements as consistent with the RFP's allowances for--and explicit anticipation of--post-award configuration and integration. Deque has not demonstrated that the agency unreasonably evaluated

⁶ Deque also argues that if the agency believed planned downtime was acceptable, it was required to state this in the RFP rather than relax the requirement during evaluation. However, an agency may waive or relax a material solicitation requirement when the award will meet the agency's actual needs without competitive prejudice to the other offerors. *Engility Servs., LLC*, B-416588.3, B-416588.4, Mar. 20, 2020, 2020 CPD ¶ 110 at 8. In this context, prejudice exists only where the protester would have altered its proposal to its competitive advantage had it been given the opportunity to respond to the altered requirements. *Id.* Deque has not stated what it would have done differently if the agency had explicitly permitted planned downtime; therefore it has not shown that it was prejudiced by any alleged relaxation of the availability requirement. See *id.*

whether IronArch's proposed tool violated the PWS's prohibition on customization after award.

In addition to the downtime and customization issues, Deque identifies several technical requirements of section 5.3 of the PWS that IronArch's proposal did not explicitly commit to meeting. These requirements include reporting metrics to two decimal places, restoring compromised data from backups within two days, and indicating whether specific Adobe PDF files were included in a scan. Deque contends that the agency considered all of the section 5.3 requirements to be material, and that the agency should have viewed IronArch's failure to mention each of the requirements negatively. In support of this argument, Deque notes that its own proposal recited each of the 91 requirements of PWS section 5.3, and stated that Deque met (or exceeded) each requirement. See AR, Tab 7, Deque Technical Proposal at 13-22. Deque also points to comments that the agency made to Deque during discussions, where the agency indicated concerns with Deque's approach to certain section 5.3 requirements. See Protest, exh. 6, Agency IFN to Deque.

The agency responds that the RFP did not require offerors to list each of the 91 PWS section 5.3 requirements and confirm an intent to comply; rather, the RFP required offerors to describe their "approach to provide" a tool that meets these requirements. RFP at 120-21. We agree. Where a proposal does not affirmatively demonstrate compliance with each and every requirement of the solicitation, but also does not take exception to any of those requirements, an agency may reasonably determine that a proposal demonstrates an adequate understanding of, and approach to, the agency's needs. See *Novartis Pharmaceuticals Corp.*, B-285038.4, B-285038.5, Feb. 1, 2002, 2002 CPD ¶ 33 at 7-9; see also *Caddell-Nova, JV*, B-420892, B-420892.2, Oct. 20, 2022, 2022 CPD ¶ 263 at 6-7 n.4 (where "solicitation required offerors to explain their 'approach' [to solicitation requirements] we do not think it required offerors to affirmatively certify an intent to comply with each and every one of the . . . requirements, particularly where nothing on the face of the offeror's proposal suggests an intent not to comply").

Deque does not contend that anything in IronArch's proposal indicated that IronArch took exception to or would not comply with the PWS section 5.3 requirements that IronArch's proposal did not address; the protester merely alleges that IronArch's proposal was "completely silent regarding" these requirements.⁷ Comments & Supp.

⁷ This is in contrast to Deque's proposal. The contemporaneous record demonstrates that, where the agency questioned Deque's compliance with the PWS section 5.3 requirements, it did so because of a concern that Deque's proposal demonstrated an intent not to comply. For example, the PWS required that reports of defects "be sortable by type from most common to least common or vice versa," and Deque originally proposed only "heatmap views where the most commonly occurring defects are clearly called out." Protest, exh. 6, IFN to Deque at 1. The agency explained that it was "unclear whether [Deque's proposed] heatmap is . . . sortable" and asked Deque to address this concern. *Id.*

Protest at 7. Accordingly, Deque has not demonstrated that the agency's evaluation of IronArch's approach to providing a section 508 tool was unreasonable.

In sum, we have considered all of the protester's challenges to the agency's evaluation of IronArch's technical proposal and see no basis to conclude that the evaluation was unreasonable or inconsistent with the RFP's stated evaluation criteria. We therefore deny this aspect of the protest. *American Systems, supra* at 6-7.

Adjectival Ratings

Deque also challenges the agency's technical evaluation on the basis that the agency acted unreasonably when it assigned Deque a rating of "good" rather than "outstanding" under the technical factor.⁸ Protest at 16-17. The protester contends that the agency has not explained why Deque--assessed five strengths and one significant strength--was rated "good" while IronArch--with three strengths and three significant strengths--was rated "outstanding." Comments & Supp. Protest at 12.

We need not decide the merits of Deque's challenge to the assigned adjectival ratings because the protester has failed to demonstrate that it was competitively prejudiced by the errors alleged. *ICI Services Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, 2021 CPD ¶ 342 at 13. In this regard, the record reflects that the SSA did not rely on the offerors' adjectival ratings when he found IronArch to be superior to Deque under the technical factor. Rather, the SSA found IronArch to be technically superior to Deque on this factor because of qualitative differences between the offerors' proposals. Specifically, the SSA explained that IronArch's advantages with respect to its proposed compliance tool and its project management approach outweighed Deque's advantage with respect to its help desk approach. AR, Tab 15, SSDD at 9. This qualitative analysis is in accord with our consistently stated guidance that evaluation ratings, be they adjectival, numerical, or color, are but a guide to, and not a substitute for, intelligent decision-making. See, e.g., *NCI Info. Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 9; *Shumaker Trucking and Excavating Contractors, Inc.*, B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 8.

In sum, even assuming Deque had been assigned a rating of outstanding under the technical factor (or, conversely, had IronArch been assigned a rating of good), it would have had no impact on the agency's best-value determination. *ICI Servs.*, *supra* at 13-14. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *Technology & Telecomms. Consultants, Inc.*, B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 14. Consequently, we deny this allegation.

⁸ The protester does not challenge any specific technical evaluation finding that the agency made regarding Deque's proposal.

Past Performance Evaluation

Deque also protests the agency's evaluation of offerors' past performance.

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 agency discretion which we will not disturb unless the agency's assessments are unreasonable, inconsistent with the evaluation criteria, or undocumented. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 9.

Deque contends that the agency failed to meaningfully consider and weigh the comparative relevancy of Deque's past performance references against IronArch's references. Protest at 18.

The agency counters that the RFP did not require it to compare the degree of relevance of each offerors' past performance examples. We agree. Where, as here, the solicitation provides for an assessment of performance risk on the basis of past performance information, an agency is not required to further differentiate between past performance ratings based on a more refined assessment of the relative relevance of the offeror's prior contracts, unless specifically required by the RFP. See *Pro-Sphere Tek, Inc.*, B-410898.11, July 1, 2016, 2016 CPD ¶ 201 at 7.⁹

In *Pro-Sphere Tek*, our Office found that the agency reasonably assigned performance risk ratings on the basis of its review of the relevance, recency, and quality of past performance references, and that the RFP "simply did not require the agency to conduct the type of comparative relevance analysis desired by the protester." *Id.* at 6-7.

The protester argues that *Pro-Sphere Tek* is inapposite because the RFP in that protest provided an explicit definition of relevance, whereas the RFP here did not. Comments & Supp. Protest at 16. We do not find this argument accurate or persuasive. First, the RFP here defines specific "[a]reas of relevance" to which offerors' past performance examples were required to relate. RFP at 122. Further, our Office's decision in *Pro-Sphere Tek* did not turn on the solicitation's explicit definitions of relevance, but rather on the fact that the solicitation "did not advise [offerors] that the agency would consider various degrees of relevance on a comparative basis or that 'more relevant' past performance would be accorded more weight or evaluated more favorably." *Pro-Sphere Tek, supra* at 6. The same is true of the RFP here, and we similarly conclude that the agency was not required to comparatively assess the relevance of offerors' past performance references.

The record here demonstrates that--with respect to both IronArch and Deque--the past performance evaluation team reviewed each past performance reference in detail, including the areas of relevance and periods of performance, to determine whether the

⁹ Notably, the relevant language of the RFP's past performance evaluation factor here is identical to that discussed in *Pro-Sphere Tek*. Compare RFP at 117-18 with *Pro-Sphere Tek, supra* at 3, 6.

reference was recent and relevant. See AR, Tab 11, Deque Past Performance Evaluation; AR, Tab 12, IronArch Past Performance Evaluation. The record further reflects that the SSA also reviewed the relevance, recency, and quality of both offeror's past performance examples, ultimately concluding that there was "not a discernible difference" between the offerors. Deque has not established that this conclusion was unreasonable. *Protection Strategies, supra* at 9.

Evaluation of Transition Risk

In addition, Deque argues that the agency failed to evaluate the risk inherent in deploying IronArch's proposed compliance scanning tool as opposed to continuing to use "Deque's already-deployed tool." Protest at 15. Deque argues that the agency was required to evaluate the risk inherent in the installation and deployment of each offeror's tool. We disagree.

We note that the RFP did not obligate the agency to evaluate the risks associated with the transition to a new contractor's tool. In this respect, the RFP's description of the technical evaluation factor does not mention installation or deployment, nor does it require an analysis of transition risk. RFP at 116-17.

We also agree with the agency that the solicitation viewed installation and deployment as a contract administration matter, not an evaluation factor for award. See COS at 11. Specifically, while the RFP required technical proposals to address offerors' approaches to complying with PWS section 5.3 (the section containing technical requirements of the section 508 compliance scanning tool), proposals were not required to address offerors' approaches to PWS section 5.2 (the section describing planning, installation, and implementation of the compliance tool). RFP at 121; see RFP at 29-30 (PWS section 5.2). In fact, PWS section 5.2 identified a "[p]lan of [a]pproach for installation and integration of the [t]ool or [t]ool [s]uite" as a contract deliverable, due from the contractor approximately one month after award.¹⁰

Agencies are required to evaluate proposals based exclusively on the evaluation factors stated in the solicitation. *Seaward Servs., Inc.*, B-420580, B-420580.2, June 13, 2022, 2022 CPD ¶ 145 at 8. To the extent Deque argues that the agency should have evaluated the risk of IronArch's transition plan, this fails to state a valid basis for protest since the RFP did not require such information to be included with proposals, nor did it require the agency to conduct such an evaluation. See *Nexsys Electronics Inc. d/b/a Medweb*, B-419616.4, Jan. 7, 2022, 2022 CPD ¶ 26 at 4; see also *Grove Resource Sols.*, B-414746.2, Apr. 4, 2018, 2018 CPD ¶ 138 at 7 (denying protest that agency failed to evaluate risk of awardee's technical approach, where the "solicitation . . . did not anticipate the assessment of each offeror's technical approach"). To the extent

¹⁰ The plan of approach was due 14 calendar days after the post-award kickoff meeting. RFP at 29. The kickoff meeting was to be held within 15 business days after award. *Id.* at 28.

Deque argues that the RFP should have contained a transition risk evaluation factor, this is an untimely challenge to the terms of the solicitation. See 4 C.F.R. § 21.2(a)(1).

Accordingly, we dismiss this protest allegation. See *Nexsys Electronics, supra* at 4.

Tradeoff Decision

Last, Deque challenges the agency's best-value tradeoff decision on the basis that it was "tainted by the flawed underlying evaluations upon which [the SSA] relied." Comments & Supp. Protest at 24. This allegation is derivative of Deque's challenges to the agency's evaluation, all of which we have either dismissed or denied. Thus, we dismiss this allegation because derivative allegations do not establish independent bases of protest. *Advanced Alliant Solutions Team, LLC*, B-417334, Apr. 10, 2019, 2019 CPD ¶ 144 at 6.

The protest is denied.

Edda Emmanuelli Perez
General Counsel