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Decision

Matter of: VMD Systems Integrators, Inc.

File: B-421197

Date: December 12, 2022

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DIGEST

1. Protest challenging the agency's evaluation of the protester's proposal under the solicitation's prior experience and technical approach factors is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.
 2. Protest challenging the agency's comparative analysis and source selection decision is denied where the agency's best-value tradeoff and source selection decision were reasonable, adequately documented, and consistent with the terms of the solicitation.
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DECISION

VMD Systems Integrators, Inc., doing business as VMD Corp, a small business of Fairfax, Virginia, protests the award of a task order to At-Impact, LLC, a small business of Falls Church, Virginia, under task order request for proposals (TORFP) No. 12314422R0016, which was issued by the Department of Agriculture, Natural Resources Conservation Service (NRCS), for information technology support services. The protester challenges the agency's evaluation, best-value tradeoff, and resulting award decision.

We deny the protest.

BACKGROUND

The agency issued the TORFP on June 27, 2022, pursuant to the procedures in Federal Acquisition Regulation (FAR) subpart 16.5, to firms holding CIO-SP3-SB-8(a) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts for information technology (IT) services, utilizing the National Institutes of Health Information Technology Acquisition and Assessment Center's (NITAAC) Electronic Government Ordering System (e-GOS). Contracting Officer's Statement (COS) at 2. The TORFP sought proposals for IT services supporting the entirety of the operational environments, delivery platforms, pipelines, second tier support, and modernization, enhancements, and maintenance of cloud and application automation pipelines for the NRCS, whose IT operations support is administered by the Farm Production and Conservation (FPAC) Business Center. Agency Report (AR), Tab 1, TORFP at 2-3.¹

The TORFP contemplated the award of a single, fixed-price task order with a 4-month base period and four 1-year option periods using a best-value tradeoff methodology considering three non-price factors and price. *Id.* at 16, 28, 32. The TORFP set forth the three non-price factors in descending order of importance: prior experience; technical approach; and oral presentation. *Id.* at 29. The TORFP further provided that the non-price factors were more important than price. *Id.* at 32.

Initially, offerors were to submit proposals only with respect to the prior experience factor. *Id.* at 29. The agency would evaluate those submissions and advise offerors whose proposals were not among the most highly rated that they were unlikely to be viable competitors. *Id.* at 31. Those offerors then could elect whether to continue participating in the procurement. *Id.* Offerors electing to continue were to submit proposals for the remaining factors, followed by oral presentations. *Id.* at 29.

Under the prior experience factor, offerors were to submit information detailing up to four projects addressing their experience managing a hybrid database operations environment (*i.e.*, where data is stored both on premises and in the cloud), operating within a multi-vendor, multi-organizational environment, and migrating a legacy system to the cloud. *Id.* at 30. Under the technical approach factor, offerors were to submit a performance work statement (PWS) and quality assurance surveillance plan (QASP) demonstrating how they would meet the TORFP's statement of objectives.² *Id.* at 31. With respect to all non-price factors, the TORFP provided that the agency would consider the benefits and risks of each proposal to assign a confidence

¹ The agency amended the TORFP five times after issuing it through e-GOS. References to the TORFP are to the conformed version including changes made by the third amendment, which the agency cites when referencing the TORFP. Subsequent amendments to the TORFP made changes related to various submission dates. See AR, Tab 9, TORFP amend. 4; Tab 10, TORFP amend. 5.

² VMD does not challenge the agency's assessment of its proposal under the oral presentation factor, and as a result, we do not substantively discuss this factor further.

assessment--high confidence, some confidence, or low confidence--for each factor. *Id.* at 29.

Following evaluation of initial proposals under the prior experience factor, the agency provided VMD with an advisory notice to proceed to the next step in the procurement on July 24, 2022. COS at 2. VMD responded the next day, stating that it intended to continue participating in the procurement. *Id.* VMD then submitted its written proposal under the remaining factors and provided an oral presentation to the agency. *Id.*

On September 27, the agency notified At-Impact that it was the successful offeror and would receive award of the task order. *Id.* at 5. The agency posted an award notice via NITAAC on September 28. *Id.* VMD requested a debriefing that same day, which the agency provided in writing on October 4. AR, Tab 24, Debriefing at 1. The debriefing provided a summary of the basis for the agency's evaluation of VMD's proposal and tradeoff analysis, as well as the following adjectival ratings and total evaluated prices for the proposals of VMD and At-Impact:

	VMD	At-Impact
Factor 1 – Prior Experience	High Confidence	High Confidence
Factor 2 – Technical Approach	High Confidence	High Confidence
Factor 3 – Oral Presentation	High Confidence	High Confidence
Price	\$63,811,242.05	\$62,512,271.73

Id. at 1-6. VMD then filed the instant protest with our Office on October 11.³

DISCUSSION

VMD challenges the agency's evaluation of its proposal under the prior experience and technical approach factors, contending that the agency should have found that certain aspects of VMD's proposal increased confidence. In addition, VMD argues that the agency unreasonably found that several aspects of VMD's proposal decreased confidence.⁴ The protester also challenges the agency's resulting award decision. While we do not discuss each individual evaluation challenge or variation thereof raised by VMD, as reflected in the representative examples addressed herein, we have considered them all and find that none provides a basis to sustain the protest. Further, we deny VMD's allegations that the agency's best-value tradeoff analysis was flawed.

³ Based on the approximately \$62.5 million value of the task order, the protest falls within our statutory grant of jurisdiction to hear protests in connection with task and delivery orders valued in excess of \$10 million issued under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f).

⁴ VMD also initially challenged the evaluation of At-Impact's proposal with respect to staffing levels, but subsequently withdrew that ground of protest. Comments at 1 n.1.

Prior Experience

The protester alleges that the agency unreasonably failed to acknowledge four beneficial aspects of VMD's proposal that should have increased agency confidence under the prior experience factor. Protest at 10-11. The protester further alleges that the agency unreasonably found that three aspects of VMD's proposal were risks that decreased agency confidence under this factor. *Id.* at 12-13. As discussed below, the record demonstrates that the agency did, in fact, credit VMD's proposal for the aspects identified by the protester as warranting beneficial findings. The record further demonstrates that the agency reasonably found that certain aspects of VMD's proposal decreased agency confidence.

As noted above, this task order competition was conducted pursuant to FAR subpart 16.5. The evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15. When reviewing protests of an award in a task order competition, we do not reevaluate proposals but, rather, examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7.

As pertains to the agency's evaluation of VMD's proposal under the prior experience factor, the protester alleges that: (1) its proposal exceeded solicitation requirements as to experience with database operations, specifically citing VMD's experience as the incumbent contractor; (2) VMD's knowledge and experience of the size and complexity of the NRCS environment and components presented a substantial benefit to the agency; (3) VMD's experience implementing continuous integration/continuous delivery (CI/CD) pipelines presented a substantial benefit to the agency; and (4) VMD's experience working with all stakeholders and vendors under the incumbent contract offered a material benefit to the agency. Protest at 10-11. Notwithstanding the protester's contentions that the agency unreasonably failed to credit these aspects of VMD's proposal, the record demonstrates the agency's evaluation credited VMD's proposal for these aspects.

For example, with respect to VMD's experience with database operations under the incumbent contract, the technical evaluation panel (TEP) specifically identified that experience as providing confidence in the protester's ability to perform the contract requirements. See AR, Tab 15, TEP Consensus Report at 20-21 (noting that VMD is the current incumbent and highlighting proposal discussion of [DELETED]). The contracting officer, who served as the source selection authority (SSA), adopted the TEP's evaluation findings based on two days of meetings with the TEP as it discussed the merits of each proposal and tradeoffs, as well as his own independent analysis. AR,

Tab 19, Contracting Officer Decision at 2-3. Thus, the agency credited VMD's proposal as the protester argues it should have.⁵

Similarly, the record also demonstrates that the agency credited VMD's proposal for experience working with multiple vendors and stakeholders under the incumbent contract. See AR, Tab 15, TEP Consensus Report at 21 ("On pages 2-3 in the NRCS write up the vendor discusses details around the different roles where they work with several different vendors and different organizations."). Indeed, the TEP found that all four of the projects for which VMD submitted information under this factor demonstrated experience operating within a multi-vendor, multi-organizational environment. See *id.* There is therefore no factual basis to find that the agency unreasonably failed to credit VMD's proposal in the manner alleged by the protester.

We have examined the record with respect to each of the protester's allegations that the agency unreasonably failed to find merit in VMD's proposal under the prior experience factor and conclude that, as with the representative examples discussed above, the record demonstrates that the agency credited VMD's proposal for the aspects cited by the protester. Accordingly, the protester's allegations in this regard provide no basis on which to sustain the protest.

The protester further alleges the agency unreasonably found that three aspects of VMD's proposal reduced the agency's confidence.⁶ First, the record reflects that the

⁵ Acknowledging that the agency credited its proposal, the protester argues in its comments that the credit given by the agency was insufficient. Comments at 8. To the extent the protester believes its proposal merited more heavily or significantly-weighted beneficial findings, the protester's disagreement with the agency's judgment, without more, does not provide a basis to sustain the protest. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 265 at 8.

⁶ We note that in response to all of the protester's arguments regarding confidence-decreasing evaluation findings, the agency asserts that, because VMD's proposal received the highest adjectival rating possible, the confidence-decreasing findings necessarily could not have prejudiced VMD. See Memorandum of Law (MOL) at 10 ("Therefore, there is literally no point to discussing whether the agency should or shouldn't have been concerned about the portions of VMD's proposal mentioned in pages 12 through 14 of the protest."); see *also* Req. for Dismissal at 4-6 (alleging such allegations were legally insufficient).

In relying solely on the adjectival ratings assigned to VMD's proposal, however, the agency's arguments run counter to the well-established principle that adjectival ratings are merely guides for intelligent decision making in the procurement process, and that source selection officials are required to consider the underlying bases for ratings, including the advantages and disadvantages associated with the specific content of competing proposals. See, e.g., *CACI, Inc.-Federal*, B-420441 *et al.*, Apr. 7, 2022, 2022 CPD ¶ 95 at 8. Nevertheless, as discussed here, we conclude that the record

agency found that while VMD's proposal demonstrated substantial experience with on-premise [DELETED] and [DELETED] data platforms, the proposal was unclear as to how VMD would manage a hybrid on-premise/cloud data model, or future state multi-platform data support including MySQL, PostgreSQL, and application programming interface (API)-driven data models. AR, Tab 15, TEP Consensus Report at 21. The protester argues that the agency's finding is unreasonable in light of the discussion in VMD's proposal regarding support for hybrid databases, as well as its management of [DELETED] databases. Protest at 12.

While VMD's proposal does refer to VMD's management of [DELETED] and [DELETED] databases, the brief references to such databases provide no substantive discussion of VMD's efforts in that regard. See, e.g., AR, Tab 28, VMD Phase I Proposal at 1 ("Managed over [DELETED] applications distributed between on-premise and [DELETED] cloud involving [DELETED] DBs."). On this record, we find nothing unreasonable about the agency's finding that VMD's proposal was unclear regarding this aspect of VMD's past experience. See *Vector Planning & Servs., Inc.*, B-415005, Nov. 8, 2017, 2017 CPD ¶ 360 at 7-8 (finding that agency reasonably evaluated proposal for failing to demonstrate experience where proposal contained only a brief reference). As we have explained, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-7. While the protester may believe that its proposal included sufficient information such that the agency's conclusion regarding risk was unwarranted, in this regard, the protester's disagreement, without more, does not establish that the evaluation was unreasonable. *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

The protester also faults the agency for its findings that VMD's proposal did not provide details on how VMD is managing a hybrid cloud environment or migrating a legacy system to the cloud. Protest at 12-13. The protester argues that these findings ignore the content of VMD's proposal addressing those aspects in VMD's performance of contracts for the Department of State and the Department of Agriculture's rural development mission area, as well as the incumbent contract. *Id.* Read in context, however, it is clear that the agency's findings relate only to a Transportation Security Administration (TSA) project described in VMD's proposal.

One of the projects for which VMD submitted information was an effort in support of the TSA. See AR, Tab 28, VMD Phase I Proposal at 6-8. The agency noted that the proposal's description of the TSA project did not discuss management of a hybrid environment or application migration:

demonstrates that none of the protester's evaluation challenges provides a basis on which to sustain the protest.

On pages 7-8 in Obj[ective] 3 of TSA writeup the vendor discusses support of high performing databases. However, they don't provide details on how they are managing a hybrid cloud environment.

* * * * *

On page 7 within Obj[ective] 1 of TSA writeup. The vendor describes supporting a multi-cloud environment including automation. However, there are no details in this example related to [m]igrations of application.

AR, Tab 15, TEP Consensus Report at 21, 22. Thus, the record demonstrates that the agency found the proposal's discussion of the TSA project did not detail management of a hybrid environment or application migration, not that VMD's proposal as a whole lacked such details.

In challenging these evaluation findings, the protester points to its proposal's discussion of VMD's efforts supporting hybrid database environments for the Department of State and under the incumbent contract, as well as legacy application migration under the Department of State contract and a contract supporting the Department of Agriculture's rural development mission area. See Protest at 12-13 (citing VMD's phase I proposal at 1, 3-4, 8). As discussed above, however, the record is clear that NRCS's evaluation findings were limited to the TSA contract alone. Accordingly, VMD's mischaracterization of the limited nature of the agency's actual assessed finding does not demonstrate that the agency's assessment with respect to the cited TSA contract was unreasonable.

Because we conclude that the agency reasonably evaluated these aspects of VMD's proposal as decreasing confidence in successful performance, the protester's allegations regarding these findings do not provide a basis to sustain the protest.

Technical Approach

Under the technical approach factor, the protester alleges that the agency unreasonably failed to credit VMD's proposal for filling and pricing [DELETED] personnel positions that were not required by the TORFP, but which the protester states offer a benefit to the agency. Protest at 11-12. The protester also alleges that the agency unreasonably found that VMD's proposal lacked detail regarding VMD's management approach and had unclear plans for certain aspects of the agency's requirements, which the agency found decreased confidence. *Id.* at 13. We find no basis in these allegations to sustain the protest.

With respect to the allegedly uncredited [DELETED] personnel positions, the PWS portion of VMD's proposal includes the [DELETED] positions as part of an organizational chart. See AR, Tab 29, VMD Phase II Proposal-PWS at 3. The only information provided in the organizational chart is the job titles for those [DELETED] positions. No other information is provided, there is no mention of the [DELETED]

positions anywhere else in the proposal, nor is there any description of what functions those positions will fulfill or how their inclusion affects VMD's approach to meeting agency requirements. See *generally id.* at 1-15. As discussed above, it is an offeror's responsibility to submit a well-written proposal demonstrating the advantages of its approach. Given the absence of any detail in VMD's proposal regarding the purported benefit of staffing these [DELETED] positions, we discern no basis on which to conclude that the agency unreasonably failed to credit VMD's proposal for them.

For similar reasons, the protester's allegation regarding the lack of detail for its management approach fails. With respect to the PWS, the TEP found that VMD's proposal "provides little detail of how they will manage work." AR, Tab 15, TEP Consensus Report at 32. While the TEP noted that VMD's proposal "mention[s] the use of [DELETED] which is fine for project work[.]" it further stated that "day to day operations work does not fit well into [the] structure of [DELETED]." *Id.* In large part, the protester's argument that the agency's conclusion was unreasonable is based not on the content of VMD's proposal, but on the protest's elaboration on what the protester contends was the intention of its proposal. See Protest at 13.

To that end, while the protest states that "VMD's message was that [DELETED] is a solution delivery framework consisting of methodologies ([e.g.] [DELETED], and more) for delivering solutions, management best practices, and communication with development teams[.]" *id.*, VMD's technical approach proposal makes no reference to any of those methodologies cited in VMD's protest. Thus, this allegation relies primarily on the *post hoc* arguments of counsel, not information contained within the four corners of VMD's proposal. Contracting agencies are not responsible for evaluating information that is not included in a proposal, and our review is limited to VMD's proposal, as submitted. *Patriot Def. Group, LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 9. VMD's arguments, based on information not included in its contemporaneous proposal, provide no basis to object to the agency's contemporaneous evaluation.

The protester further argues that the allegedly missing details about its management approach were located in other sections of its proposal. Here again, we find nothing objectionable with the agency's evaluation. As addressed above, it is generally an offeror's responsibility to submit an adequately detailed and well-organized proposal, and agency evaluators are not required to piece together general statements and disparate parts of a protester's proposal to determine the protester's intent. *Software Eng'g Servs. Corp.*, B-415694.2, Feb. 16, 2018, 2018 CPD ¶ 97 at 5; *Prof'l Performance Dev. Group, Inc.*, B-311273, B-311273.2, June 2, 2008, 2008 CPD ¶ 101 at 10.

For example, VMD cites to the QASP section of its proposal for information allegedly providing supporting detail for its PWS's management approach. See Protest at 13. The TORFP required that an offeror's approach to performing and managing the PWS's requirements and its QASP be included in separate sections of the technical proposal. TORFP at 29. Additionally, the TORFP established specific page limitations for each section, and distinct evaluation criteria. *Id.* at 29, 31.

In this regard, the TORFP established that the sections were to address different subject matter. In the PWS section, offerors were tasked with addressing their approaches to performing and managing the work with respect to four main areas of success or objectives: future state operations; “legacy” operations; database operations; and transition-in plan. *Id.* at 31. In contrast, the purpose of the QASP was to ensure that the accompanying PWS section had a methodology that the government could use to monitor and evaluate contractor performance, and ensure the main objectives of the contract are met. *Id.* Indeed, the agency clarified through questions and answers that the QASP should “[n]ot so much [have] emphasis on deliverables and/or management approaches,” but, rather, should provide metrics and key performance indicators, as the agency was “looking for how the work on the contract will be measured from a qualitative basis, and in business/IT operational terms.” AR, Tab 11, Responses to Offeror Questions & Answers at 3. Thus, to the extent that VMD suggests that it addressed material aspects of its management approach in its QASP--in a manner inconsistent with TORFP’s instructions--we find no basis to conclude that the agency was required to look for such information missing information from the PWS section in the QASP section of VMD’s proposal.⁷

Thus, on this record, the protester has failed to demonstrate that the appropriate section of its proposal adequately addressed its approach to successfully managing performance. Its efforts to undermine the agency’s evaluation by introducing supporting detail not included in the contemporaneous proposal or by suggesting that the agency should have pieced together the missing details from information included elsewhere than in the appropriate section of the proposal provide no basis to object to the agency’s evaluation.

Lastly, in evaluating VMD’s proposal under the technical approach factor, the agency found that “[s]ome concern arises over unclear plans for monolithic data restructuring, and future state data compartmentalization for use in API-driven data sharing libraries.” AR, Tab 15, TEP Consensus Report at 32. The protester alleges that this finding was unreasonable because “VMD does not control the timeline on this nor does it have authority to instruct the Agency’s development team vendors how to do it.” Protest at 13. In the protester’s view, therefore, “this criticism was unwarranted.” *Id.*

To succeed in a protest, the protester must demonstrate not only that the agency failed to evaluate proposals in accordance with the solicitation and applicable regulations, but also that the failure could have materially affected the outcome of the competition. See *Sunrise Med. HHG, Inc.*, B-310230, Dec. 12, 2007, 2008 CPD ¶ 7 at 9. Competitive prejudice is an essential element of a viable protest, as 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. *Engility Corp.*, *supra* at 17.

⁷ For similar reasons, the protester’s citation to the prior experience portion of VMD’s proposal, see Protest at 13, also provides no basis on which to conclude that the agency’s evaluation was unreasonable in this regard.

Even assuming that the protester is correct that this aspect of the agency's evaluation was unreasonable, the record reflects that the agency made an identical finding with respect to At-Impact's proposal. See AR, Tab 15, TEP Consensus Report at 28. Thus, to whatever extent the agency's evaluation of VMD's proposal in this regard represented a departure from the terms of the TORFP or was otherwise unreasonable, as VMD alleges, VMD cannot demonstrate that it was prejudiced by the agency's evaluation. See, e.g., *Vector Planning*, *supra* at 8-9 (denying protest that agency deviated from evaluation criteria in assessing a weakness for lack of prejudice where record demonstrated that awardee was assessed a similar weakness). Accordingly, this allegation provides no basis to sustain the protest.

Best-Value Tradeoff

Finally, the protester challenges the agency's best-value tradeoff. Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* at 14. A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp.*, *supra* at 16.

The protester alleges that--even assuming that the underlying evaluation was reasonable--the agency failed to look behind the adjectival ratings and compare the underlying merits of the proposals submitted by VMD and At-Impact. Protest at 14. Where an agency conducts a tradeoff in a task order procurement subject to the provisions of FAR subpart 16.5, there is no need for extensive documentation of every consideration factored into the tradeoff decision. FAR 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.* Here, we find no basis to object to the adequacy of the selection decision.

The record reflects that the contracting officer met with the TEP over the course of two days, during which the TEP discussed the merits of each proposal and associated tradeoffs. AR, Tab 19, Contracting Officer Decision at 3. It further reflects that the contracting officer conducted an independent analysis to determine that the evaluation findings of the TEP were rationally supported and in accordance with the TORFP's criteria. *Id.* at 2. The contracting officer's decision contains a lengthy discussion of the benefits of At-Impact's proposal in comparing it to another unsuccessful offeror's proposal. *Id.* at 6-9.

The contracting officer then went on to conduct a tradeoff between the proposals of At-Impact and VMD. Notwithstanding the identification of the benefits of At-Impact's proposal, as well as a finding that the technical proposals of VMD and At-Impact "were relatively equal," the contracting officer went on to state that VMD "submitted the highest rated technically acceptable offer." *Id.* at 9. The contracting officer found, however, that the technical advantages of VMD's proposal did not outweigh the associated price premium.

On this record, it is apparent that the agency was aware of the relative merits and costs in performing its best-value tradeoff analysis. Moreover, while the record does not demonstrate the agency executed a point-by-point comparison of each benefit and risk associated with the proposals, such an examination is not required under a FAR subpart 16.5 procurement. See *Worldwide Info. Network Sys., Inc.*, B-408548, Nov. 1, 2013, 2013 CPD ¶ 254 at 6 (there is no need for extensive documentation of every consideration factored into a tradeoff decision). As discussed above, we find the agency's evaluation of proposals to be reasonable, and find no merit in the allegation that the agency failed to conduct a comparative analysis of proposals. Accordingly, we find unobjectionable the agency's ultimate conclusion that At-Impact's proposal represented the best value to the agency.

The protest is denied.

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General Counsel