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Decision

Matter of: Paradyme Management, Inc.

File: B-421203; B-421203.2

Date: January 18, 2023

Christian B. Nagel, Esq., Amy L. Fuentes, Esq., Jeremy D. Burkhart, Esq., and Sean Belanger, Holland & Knight LLP, for the protester.

Jon D. Levin, Esq., Maynard Cooper & Gale PC, for Ekagra Partners, LLC, the intervenor.

Beth Sturgess, Esq., Department of Homeland Security, for the agency.

Christopher Alwood, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of proposals under the solicitation's staffing and price factors is denied, where the evaluation was reasonable and consistent with the solicitation 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

Paradyme Management, Inc., of McLean, Virginia, protests the issuance of a task order to Ekagra Partners, LLC, of Leesburg, Virginia, under request for proposals (RFP) No. 70SBUR22R00000003, issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) for full system lifecycle support services for the USCIS enterprise gateway and integration services (EGIS) system. Paradyme challenges various aspects of the agency's evaluation of proposals and source selection decision.

We deny the protest.

BACKGROUND

On March 25, 2022, the agency issued the solicitation to firms holding contracts under the National Institutes of Health's (NIH's) chief information officer-solutions and partners 3 small business (CIO-SP3 SB) governmentwide acquisition contract (GWAC), pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Contracting Officer's Statement (COS) at 1. The RFP contemplated the issuance of a task order for a 4-month base period and four 1-year option periods, to provide program management, and development, security, and operations services in support of the agency's EGIS system. Agency Report (AR), Tab 7a, RFP at 2, 48; AR, Tab 4a, Performance Work Statement (PWS) at 1.¹

The RFP provided for a multi-phase procurement. In phase I, offerors were to submit written proposals containing relevant business information, required representations, and a statement that the offeror agreed to all the terms and conditions in the solicitation. RFP at 62-66. Also in phase I, offerors were required to give an oral presentation responding to five questions included in the solicitation by the agency. *Id.*; AR, Tab 4k, RFP attach. 7, Oral Presentation Questions. The agency was to evaluate the oral presentations, including the corresponding slides, before conducting an advisory "down-select." RFP at 61. The RFP stated that the advisory down-select was only a recommendation and offerors that were advised not to proceed could elect to continue to phase II. *Id.*

For phase II, offerors were to participate in a coding challenge and submit a price proposal. *Id.* at 67-71. The coding challenge was to consist of each offeror creating a solution to a problem statement provided by the agency, then conducting a live demonstration of their solution by deploying the created code. *Id.* at 68-69. The solicitation provided that if the agency did not have sufficient information to make a best-value determination after the conclusion of phase II, the agency would move to phase III, which would consist of another coding challenge simulating a change request. *Id.* at 71.

The RFP provided for award on a best-value tradeoff basis, considering the following non-price factors in descending order of importance: (1) oral presentation; (2) coding challenge; and (3) staffing and team composition. *Id.* at 71-72. For the purpose of performing the best-value tradeoff, the non-price factors, when combined, were significantly more important than price. *Id.*

Offerors were to submit a pricing spreadsheet that included their proposed staffing and team composition by matching the labor categories they proposed to use from their CIO-SP3 SB contracts to the solicitation's specified labor categories for the task order. See RFP at 70; AR, Tab 4g, RFP attach. 3, Offeror Pricing Spreadsheet. The

¹ The agency amended the solicitation twice. COS at 1. Citations to the RFP in this decision refer to the revised version of the solicitation issued with amendment 0002.

solicitation specified that no separate submission from the pricing spreadsheet was required for the staffing and team composition factor. RFP at 69.

The solicitation provided that the agency would evaluate proposals under the staffing and team composition factor considering each offeror's "(a) approach to staffing and (b) use of appropriate level of technical and non-technical positions based on the CIO-SP3 SB labor categories." *Id.* at 74. The solicitation further provided that the agency would only use the non-price information contained in offerors' pricing spreadsheets to evaluate the staffing and team composition factor. *Id.* Under this factor, the agency was to assign each offeror an overall confidence rating of either high confidence, some confidence, or low confidence.² *Id.*

As relevant to the protester's arguments here, the PWS identified two of the task order labor categories--project manager and program solutions architect--as key personnel and provided a list of required qualifications. AR, Tab 5a, RFP attach. 1, PWS at 16-18. However, the PWS specified that resumes of these key personnel would only be submitted for review after contract award. *Id.* at 16. Nothing in the solicitation indicated that the agency would evaluate key personnel prior to award.

The RFP specified that the agency would calculate a total evaluated price based on the pricing spreadsheet submitted by each offeror and would evaluate that price for reasonableness. RFP at 74. The solicitation also provided that the agency would review proposed pricing "regardless of contract type, to confirm prices submitted are consistent with the [o]fferor's master CIO-SP3 SB contract and do not exceed CIO-SP3 SB rates." *Id.* The solicitation later stated that "fully burdened rates for [time-and-materials (T&M) contract line items] shall not be greater than the CIO-SP3 SB GWAC." *Id.* at 75.

As relevant here, section B.4 of the NIH CIO-SP3 SB contract states:

Pricing for task orders issued with period(s) of performance beyond the GWAC period of performance end date will be agreed upon at the task order level. Firm Fixed Price and Time and Material task orders will be based on the rates applicable for the last period of performance of the GWAC, plus escalation.

AR, Tab 24, CIO-SP3 SB Contract (Conformed) § B.4.

² As relevant here, the solicitation defined a rating of high confidence as "The Government has High Confidence that the Offeror understands the requirement, responded effectively to the evaluation criteria, and will be successful in performing the task order with little or no Government intervention." RFP at 75.

Further, the solicitation’s pricing instructions state in pertinent part:

The Offerors shall identify the date of valid pricing. [Indefinite-delivery, indefinite-quantity (IDIQ)] pricing availability varies amongst offerors from April - October 2022 and we currently do not know what the potential GWAC extension of the ordering period means in terms of available pricing for certain GWAC awardees.^{3]} In our evaluation of the labor rates, to confirm proposed rates to not exceed GWAC rates, we are standardizing the escalation to 2 [percent] to ensure fairness in the price evaluation. This is being done because the Government cannot evaluate the labor rates proposed for the out years to confirm it did not exceed the GWAC rates.

RFP at 71.

The closing date for the receipt of phase I proposals was April 18, 2022. RFP at 59. Nine offerors submitted timely phase I proposals. COS at 1. After evaluating the oral presentations, the agency sent advisory down-select notices to all phase I offerors. *Id.* Five offerors elected to participate in phase II. *Id.* The phase II coding challenge began on August 15, and the coding challenge live demonstrations took place between August 29 and September 1. *Id.* The closing date for the receipt of phase II pricing proposals was August 22, and the agency received timely price proposals from all five remaining offerors. *Id.* at 2.

As relevant here, the agency evaluated Paradyme and Ekagra’s proposals as follows:

	Ekagra	Paradyme
Oral Presentation	High Confidence	High Confidence
Coding Challenge	High Confidence	Some Confidence
Staffing and Team Composition	High Confidence	High Confidence
Price	\$81,495,644	\$92,116,194

AR, Tab 19a, Technical Evaluation Committee (TEC) Report, Phase I at 2; AR, Tab 19, TEC Report, Phase II at 3; AR, Tab 12, Business Evaluation Committee (BEC) Report at 7.

The source selection authority (SSA) independently assessed proposals and reviewed the TEC and BEC reports. AR, Tab 15, Source Selection Decision Document (SSDD) at 5. The SSA found that the proposals were essentially equal under the oral presentation factor, that Ekagra’s proposal was technical superior under the coding challenge factor, and that Paradyme’s proposal was technically superior to Ekagra’s

³ At the time of award, the CIO-SP3 SB contracts were extended to allow task orders to be issued through January 6, 2023. See *CIO-SP3 Small Business*, NIH INFORMATION TECHNOLOGY ACQUISITION AND ASSISTANCE CENTER, <https://nitaac.nih.gov/gwacs/cio-sp3-small-business> (last visited January 9, 2023).

under the staffing and team composition factor. *Id.* at 6-7. When discussing the coding challenge factor, the SSA noted that there were “discernable differences” between the proposals and identified four aspects of Ekagra’s coding challenge that represented “[s]ome of [the] beneficial differences displayed by Ekagra.” *Id.* When discussing the staffing and team composition factor, the SSA identified a risk in Ekagra’s proposed use of certain lower-level labor categories. *Id.* at 7.

Based on the above considerations and Ekagra’s lower price, the SSA concluded that Ekagra’s proposal--which was both the highest technically rated and the lowest-priced--represented the best value to the government. *Id.* at 7. The SSA further concluded that Paradyme’s proposal did not offer any benefits warranting the payment of a \$10.6 million price premium. *Id.*

On September 29, the agency notified Paradyme of the award to Ekagra and provided Paradyme with a written debriefing. COS at 4; AR, Tab 16, Unsuccessful Offeror Notice and Debriefing Email. This protest followed.⁴

DISCUSSION

The protester generally challenges the agency’s evaluation of proposals and resulting source selection decision. We note that the protester raises several collateral arguments. While our decision does not specifically address every argument, we have reviewed all the arguments and conclude that none provides a basis to sustain the protest.⁵ We discuss several representative issues below.

⁴ The task order at issue is valued in excess of \$10 million, and was placed under an IDIQ contract established by the Department of Health and Human Services. Accordingly, our Office has jurisdiction to consider Paradyme’s protest. 41 U.S.C. § 4106(f)(1)(B).

⁵ We dismiss several grounds of protest that were not suitable for consideration on the merits. For example, Paradyme challenges the agency’s conduct of the phase II coding challenge, alleging that the agency provided other offerors, but not Paradyme, with additional time to plan before undertaking the final 12 hours of the coding challenge. Protest at 4. The protester acknowledges that the basis for this protest ground was contained in an email it received from the agency on August 19, during the coding challenge. Protester’s Response to Req. for Dismissal at 3. While characterized as a post-award disparate treatment argument, Paradyme’s contention is actually a challenge to changes to the ground rules of the competition. A protest of such changes is analogous to a challenge to the terms of a solicitation, and thus is required to be raised prior to the closing time for receipt of proposals. See *Domain Name Alliance Registry*, B-310803.2, Aug. 18, 2008, 2008 CPD ¶ 168 at 7-8; 4 C.F.R. § 21.2(a)(1). Paradyme filed this ground of protest on October 11, more than a month after both the August 19 coding challenge deadline and the August 22 deadline for submission of phase II proposals. See COS at 2. Therefore, we dismiss this ground as untimely.

Price

First, Paradyme contends that the agency should have evaluated Ekagra's price proposal as unacceptable because it was noncompliant with the solicitation requirements. Specifically, the protester argues that Ekagra proposed labor rates that exceed the rates set forth in its CIO-SP3 SB contract. Comments & Supp. Protest at 3-6. In this regard, Paradyme points to solicitation language providing that the agency will evaluate proposed pricing to confirm that it does "not exceed CIO-SP3 SB rates" and that "fully burdened labor rates for T&M [contract line items] shall not be greater than the CIO-SP3 SB GWAC." *Id.* at 3 (*citing* RFP at 74-75). Paradyme contends that eight of Ekagra's proposed labor rates from option years three and four exceed the rates in Ekagra's CIO-SP3 SB contract. *Id.* at 4 (*citing* AR, Tab 14a, Ekagra Final Pricing Spreadsheet).

The agency responds that its evaluation of Ekagra's pricing was reasonable because Ekagra did not propose to exceed the solicitation's permissible level of price escalation. Supp. Memorandum of Law (MOL) at 2-5. In this regard, the agency argues that the terms of the CIO-SP3 SB contract and the instant solicitation specifically contemplated that, where a task order period of performance exceeded the term of the underlying CIO-SP3 SB contract, offerors could propose escalated labor rates that escalated from the final ordering period rates of their IDIQ contract. *Id.* (*citing* AR, Tab 24, CIO-SP3 SB Contract § B.4; RFP at 71). The agency explains that none of the eight proposed labor rates in question exceed the two percent per year price escalation specifically allowed by the solicitation. In response to the agency, the protester acknowledges that the solicitation "provided for an escalation rate" but maintains that the solicitation's price evaluation language forbids any proposed rates from exceeding those in the offeror's CIO-SP3 SB contracts. Supp. Comments at 4.

Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *Bauer Techs., Inc.*, B-415717.2, B-415717.3, June 22, 2018, 2018 CPD ¶ 217 at 4. Where a protester and an agency disagree over the meaning of solicitation language, we will resolve the matter by assessing whether each posited interpretation is reasonable. *Anders Constr., Inc.*, B-414261, Apr. 11, 2017, 2017 CPD ¶ 121 at 3. To be reasonable, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Planned Sys. Int'l, Inc.*, B-413028.5, Feb. 21, 2018, 2018 CPD ¶ 126 at 6.

Here, we find reasonable the agency's view that the RFP allowed offerors to escalate labor rates above those in the final ordering period of their CIO-SP3 SB contracts, where the task order period of performance extended beyond the expiration of the GWAC. While the protester is correct that the solicitation language clearly stated that the agency would evaluate proposed pricing to ensure it did not exceed the CIO-SP3 SB rates, the language cited by the agency explains how USCIS would determine whether pricing exceeded the GWAC rates for periods of performance where there was no updated GWAC pricing. As noted above, the solicitation specifically provides for a 2 percent escalation of labor rates for "out years," based on the valid GWAC prices existing at the time of proposal submission. See RFP at 71. Critically, the GWAC states that task order pricing "beyond the GWAC period of performance end date will be agreed upon at the task order level . . . [and] will be based on the rates applicable for the last period of performance of the GWAC, plus escalation." AR, Tab 24, CIO-SP3 SB Contract § B.4. This language only supports the agency's interpretation of the requirement.

In short, when reading the solicitation as a whole, and in light of the terms of the CIO-SP3 SB contract, it is clear that, where the GWAC period of performance had not expired, the agency expected offerors to stay within their stated GWAC rates. But, for periods beyond the life of the GWAC, the agency envisioned that permissible escalation rates might result in rates exceeding the stated GWAC rates.⁶ In light of our conclusions regarding the reasonableness of the agency interpretation, the issue to be decided is whether the agency's evaluation was consistent with this interpretation of the solicitation.

The manner and depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. *AECOM Mgmt. Servs., Inc.*, B-418828.4 *et al.*, Mar. 17, 2021, 2021 CPD ¶ 152 at 11. In reviewing a protest against the propriety of an evaluation, we will review an evaluation to ensure that it was reasonable and consistent with the

⁶ To the extent the protester argues that there is an ambiguity in the RFP's description of how the agency would evaluate whether proposed prices exceeded CIO-SP3 SB rates, we find such an argument to be untimely. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *FEI Systems*, B-414852.2, Nov. 17, 2017, 2017 CPD ¶ 349 at 4. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle. *Id.* Here, as noted above, the RFP clearly states that "the Government cannot evaluate the labor rates proposed for the out years to confirm it did not exceed the GWAC rates," which explicitly notifies offerors that the agency will limit its evaluation into whether proposed rates exceed an offeror's final CIO-SP3 SB rates. RFP at 71. On this record, we find that, to the extent there was any ambiguity, such an ambiguity was patent. Where, as here, a patent ambiguity is not challenged prior to the submission of proposals, we will dismiss as untimely any subsequent challenge to the meaning of the solicitation term. 4 C.F.R. § 21.2(a)(1); *Simont S.p.A.*, B-400481, Oct. 1, 2008, 2008 CPD ¶ 179 at 4.

evaluation criteria in the solicitation and applicable procurement statutes and regulations. *C&T Techs.*, B-418313, Mar. 2, 2020, 2020 CPD ¶ 79 at 4.

Here, we find that the agency reasonably evaluated Ekagra's pricing. In this regard, the awardee's proposal, on its face, shows that none of the challenged labor rates exceed Ekagra's final CIO-SP3 SB rates plus a 2 percent annual escalation. For example, Paradyme argues that Ekagra's proposed labor rate of [DELETED] for the program architect labor category in option year four is unacceptable because it exceeds Ekagra's corresponding CIO-SP3 SB final contract rate of [DELETED]. Supp. Comments at 5; See AR, Tab 14a, Ekagra Final Pricing Spreadsheet. However, applying the 2 percent annual escalation allowed by the solicitation and proposed by Ekagra raises the maximum allowable labor rate for this category for option year four to [DELETED], or [DELETED] higher than the actual rate proposed by Ekagra. See *id.*; see also AR, Tab 11, Ekagra Price Proposal at 1.

In sum, we find no basis to conclude that Ekagra's proposed pricing was not in accordance with the terms of the solicitation. Accordingly, we deny this protest ground.

Staffing and Team Composition

Paradyme also challenges the agency's evaluation under the staffing and team composition factor. First, Paradyme argues that the "subject matter expert-level III" labor category that Ekagra proposed from its CIO-SP3 SB contract to perform the program solutions architect labor category does not meet the solicitation's requirements for that position. Comments & Supp. Protest at 15-19. Specifically, the protester argues that this CIO-SP3 SB labor category does not include the word "architect" in its labor category description and does not demonstrate that this person will have "the ability to actually design and create the overall technical vision for a specific solution." *Id.* at 18; Supp. Comments at 2-3.

The agency responds that its evaluation of Ekagra's proposed program systems architect was reasonable and in accordance with the terms of the solicitation. Supp. MOL at 11-13. In this respect, the agency argues that it reasonably found Ekagra's proposed subject matter expert-level III labor category to be an appropriate labor category to meet the systems architect position and nothing in the solicitation required that the agency evaluate whether the description of a proposed labor category met each of the specific key personnel qualifications set forth in the PWS. *Id.*

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, 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. *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. In reviewing protests of an agency's evaluation and source selection decision in a task or delivery order competition, we do not reevaluate proposals; rather, we review 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. *Sapient Gov't Servs., Inc.*, B-412163.2, Jan. 4, 2016, 2016 CPD ¶ 11 at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

Here, the agency was required to evaluate proposals under the staffing and team composition factor considering each offeror's "(a) approach to staffing and (b) use of appropriate level of technical and non-technical positions based on the CIO-SP3 SB labor categories." RFP at 74. Further, our review of the record does not reveal, and the protester does not point to, any requirement in the solicitation that the agency evaluate whether the descriptions for proposed labor categories meet each and every key personnel requirement for that position.

On this record, we see no basis to question the agency's conclusion that the description of the CIO-SP3 SB subject matter expert-level III labor category reflects an appropriate labor category to meet the RFP requirements for the program systems architect position. See Supp. MOL at 12-13. First, contrary to the protester's contention, we see nothing improper in the challenged labor category not containing the specific word "architect" where there is no such requirement set forth in the solicitation. We note further that the labor category description at issue clearly defines one of the possible areas of subject matter expertise as "information systems architecture."⁷ See AR, Tab 23, CIO-SP3 Labor Categories at 7.

In addition, we do not agree with the protester's assertion that the labor category description does not support "the ability to actually design and create the overall technical vision for a specific solution."⁸ Comments & Supp. Protest at 18. In this

⁷ The CIO-SP3 subject matter expert-level III labor category is defined as someone who provides "technical, managerial, and administrative direction for . . . implementation for complex to extremely complex systems in the subject matter area" and makes "recommendations and advise[s] on organization-wide system improvements, optimization or maintenance efforts." AR, Tab 23, CIO-SP3 Labor Categories at 7; *CIO-SP3 Labor Categories*, NIH INFORMATION TECHNOLOGY ACQUISITION AND ASSISTANCE CENTER, <https://nitaac.nih.gov/gwacs/cio-sp3-small-business/cio-sp3-small-business-labor-categories> (last visited January 9, 2023). This labor category defines the applicable specialties to include "information systems architecture." *Id.*

⁸ While not ultimately relevant to the resolution of this ground of protest, the agency notes that the protester's alleged requirement for the proposed labor category to demonstrate the ability to "actually design and create the overall technical vision for a specific solution" is not an actual PWS requirement of the position. See Supp. MOL at 12-13. A review of the protester's pleadings shows that this statement is based on the protester's interpretation of the PWS requirement that the program systems

regard, the description states that someone from this labor category can have the capability to implement complex systems in the information systems architecture and to “advise on organization-wide system improvements, optimization or maintenance efforts.” *CIO-SP3 Labor Categories*, NIH INFORMATION TECHNOLOGY ACQUISITION AND ASSISTANCE CENTER, <https://nitaac.nih.gov/gwacs/cio-sp3-small-business/cio-sp3-small-business-labor-categories> (last visited January 13, 2023). Accordingly, we find no basis to conclude that the agency’s evaluation judgement was unreasonable.⁹ We therefore deny this protest ground.

Paradyne also challenges the rating of high confidence assessed to Ekagra’s proposal under the staffing and team composition factor. Comments & Supp. Protest at 20-22. In this regard, the protester points to risks identified by the TEC and the SSA based on Ekagra proposing, for some positions, “[DELETED].” AR, Tab 19, TEC Report, Phase II at 13; see also AR, Tab 15, SSDD at 7. The protester argues that, in light of these acknowledged risks, and based on the solicitation’s definition of a high confidence rating, the agency could not reasonably conclude that Ekagra would be successful in performing the task order with little or no agency intervention. Comments & Supp. Protest at 20-22.

The agency responds that its assessment of adjectival ratings under the staffing and team composition factor was reasonable and in accordance with the terms of the solicitation. Supp. MOL at 13-15. In this respect, the agency argues that the solicitation’s definition of a high confidence rating does not preclude some risk being assessed to an offeror’s proposal and therefore the identification of a risk in Ekagra’s proposal was not evidence that a high confidence rating was unreasonable. *Id.* at 14.

Our Office has consistently explained that evaluation ratings are merely guides for intelligent decision-making in the procurement process; the evaluation of proposals and consideration of their relative merit should be based upon a qualitative assessment of

architect possess 10 or more years’ experience with specified aspects of systems architecture. *Id.*; PWS at 18.

⁹ The protester further argues that, to the extent the agency’s evaluation of this proposed labor category was reasonable, it was not documented in the contemporaneous evaluation record. Comments & Supp. Protest at 19. We note that an agency is not required to document every single aspect of its evaluation or explain why each proposal feature met the requirements of the solicitation. See *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 5. Here, the agency found, without contemporaneous explanation, that both Paradyne and Ekagra proposed appropriate labor categories to meet the RFP’s requirements for the program solutions architect. AR, Tab 19, TEC Report, Phase II at 13, 17. Consistent with our conclusions above regarding the reasonableness of the agency’s post-protest explanation, we see no basis to object to this finding or the lack of further explanation in the contemporaneous record.

proposals consistent with the solicitation's evaluation scheme. *NCI Info. Sys., Inc.*, B-417752, B-417752.2, Oct. 17, 2019, 2019 CPD ¶ 363 at 10.

Here, the record demonstrates that, despite the two proposals being rated equally under the staffing and team composition factor, the agency considered Paradyme's proposed staffing to be technically superior to Ekagra's. AR, Tab 15, SSDD at 7. In this regard, the SSA specifically found that the above risks noted in Ekagra's proposal were "not identified" in Paradyme's proposal. *Id.*

On this record, we see no basis to object to the agency's evaluation conclusions. The record reflects that the agency clearly identified and documented the risks highlighted by the protester as well as the agency's conclusion that it considered Paradyme's staffing and team composition proposal to be superior to Ekagra's. While the protester claims that Ekagra's proposal has not met the solicitation's definition of a rating of high confidence--that the offeror will be successful in performing the task order with little or no agency intervention--it does not point to any language in the definition that prohibits the assessment of a rating of high confidence when the agency has identified a risk.¹⁰ Nor does the protester meaningfully point to any other aspect of Ekagra's staffing and team composition proposal that should have resulted in the offeror receiving a lower confidence rating. In sum, the protester has not demonstrated that the agency's evaluation under the staffing and team composition factor was unreasonable or not in accordance with the terms of the solicitation.

¹⁰ The protester also alleges disparate treatment in the agency's treatment of the risks identified in Ekagra's proposal and the agency's conclusion that Ekagra proposed an appropriate CIO-SP3 SB labor category to meet the program system architect position. Comments & Supp. Protest at 22-23; Supp. Comments at 7-8. In this regard, the protester asserts that the agency adopted an expansive reading of, and resolved doubt in favor of, Ekagra's proposal while Paradyme's proposal was held to a "more exacting standard." Comments & Supp. Protest at 23.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *Nexant Inc.*, B-417421, B-417421.2, June 26, 2019, 2019 CPD ¶ 242 at 10. Here, Paradyme does not explain how the agency evaluated it using a more exacting standard, or otherwise explain what aspects of its proposal were disparately evaluated compared to Ekagra's proposal. Absent such a showing, Paradyme's allegations are derivative of its other challenges to the agency's evaluation, which we have dismissed or denied as set forth above. We similarly dismiss this protest ground 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.

Best-Value Tradeoff

Finally, Paradyme challenges the agency's best-value tradeoff and source selection decision. Protest at 5-7; Comments & Supp. Protest at 24; Supp. Comments at 8-9. In this regard, Paradyme argues that the agency's tradeoff was overly mechanical, internally inconsistent, and failed to consider the underlying merits of the competing proposals. *Id.*

Where, as here, a procurement provides for the issuance of a task order on a best-value tradeoff basis, it is the function of the selection official to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. See *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. In this regard, FAR subpart 16.5 requires that agencies document the basis for award and the rationale for any tradeoffs among price and non-price considerations in making the award decision. FAR 16.505(b)(7). While there is no need for extensive documentation of every consideration factored into a source selection decision, the documentation must be sufficient to establish that the agency was aware of the relative merits and prices of the competing proposals, and that the source selection was reasonably based. *HP Enterprise Servs., LLC*, B-413888.2 *et al.*, June 21, 2017, 2017 CPD ¶ 239 at 9.

Here, the record reflects that the agency's evaluation team reviewed and documented the relative merits of the proposals. See AR, Tab 19a, TEC Report, Phase I; AR, Tab 19, TEC Report, Phase II; AR, Tab 12, BEC Report. The record also demonstrates that the SSA conducted an independent assessment of the relative merits of the proposals. AR, Tab 15, SSDD at 5-8. Specifically, where the SSA disagreed with the evaluators' conclusions, he noted and documented the basis for this disagreement within the SSDD. Compare AR, Tab 19, TEC Report, Phase II at 13 ([DELETED]), with AR, Tab 15, SSDD at 7 (finding that the same aspect is a risk which makes Ekagra's proposal inferior under the staffing and team composition factor).

The SSA's comparative analysis of the proposals also clearly documented the aspects of Paradyme's and Ekagra's proposals that the SSA considered to be discriminators. See AR, Tab 15, SSDD at 5-7. For example, the SSA noted that there were "discernable differences" between the offerors under the coding challenge factor and specifically documented four benefits arising from Ekagra's coding challenge. *Id.* at 6. In addition, the SSA also concluded that, despite the two offerors' equal ratings under the staffing and team composition factor, Paradyme's proposal was superior to Ekagra's under this factor. *Id.* at 7.

In the best-value tradeoff analysis, the SSA then found that the totality of advantages assessed to Ekagra's proposal under the coding challenge factor outweighed the advantages identified in Paradyme's proposal under the staffing and team composition

factor.¹¹ *Id.* at 7. The SSA concluded that as the higher-rated and lowest-priced proposal, Ekagra's proposal represented the best value to the government. *Id.* The SSA further specified that it did not find any benefits offered by Paradyme's proposal that would justify the \$10.6 million price premium. *Id.* On this record, we see nothing objectionable in the SSA's conclusion that Ekagra's proposal provided a better value than the more expensive, and lower-rated, Paradyme proposal.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹¹ The protester does identify an inconsistency in the agency's tradeoff analysis. Comments & Supp. Protest at 24. The SSA concludes both that "I find all three offerors were essentially technically equal" for the oral presentation factor and later that "Ekagra was the technically superior proposal" under the oral presentation factor. AR, Tab 15, SSDD at 6-7. We find however that the protester has not demonstrated that it was prejudiced by this inconsistency. Competitive prejudice is an essential element of a viable protest. Where a protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, our Office will not sustain the protest. See *e.g.*, *Access Interpreting, Inc.*, B-413990, Jan. 17, 2017, 2017 CPD ¶ 24 at 5. Paradyme has made no such showing here. Even assuming that the agency meant to reach the conclusion more favorable to Paradyme--that the offerors were essentially equal under the oral presentation factor--Paradyme does not demonstrate that resolving this asserted inconsistency would have changed Ekagra's higher overall rating or the ultimate source selection decision.