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Decision

Matter of: Gryphon Technologies, L.C.

File: B-420882.2; B-420882.3; B-420882.4

Date: January 17, 2023

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Thomas Tinti, Esq., Department of Defense, for the agency.

Heather Weiner, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging portions of the agency's evaluation of proposals is dismissed as untimely where the protester could have and should have raised the protest grounds during the prior protest before corrective action.
 2. Protest challenging agency's technical evaluation is denied where the agency evaluated the proposals in accordance with the terms of the solicitation.
 3. Protest that the agency's cost realism evaluation of the awardee's proposed costs was unreasonable is denied where the agency's evaluation was reasonable and supported by the record.
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DECISION

Gryphon Technologies, L.C., of Washington, D.C., protests the award of a contract to Zolon Tech, Inc., of Herndon, Virginia, under request for proposals (RFP) No. HQ0516-21-R-0080, issued by the Department of Defense, Defense Media Activity (DMA), for support of DMA's Web Enterprise Business operations center. The protester challenges the reasonableness of the agency's evaluation of proposals and best-value tradeoff analysis, and maintains that the agency failed to conduct meaningful discussions.

We deny the protest.

BACKGROUND

The DMA issued the RFP on September 3, 2021, seeking to procure a “Web Enterprise Business operations center and other support requirements” to include all professional labor services required to execute the objective, support in creative services, and other services as necessary. Agency Report (AR), Tab 3, RFP at 139.¹

The RFP contemplated the award of a single contract with both firm-fixed-price (FFP) and cost-plus-fixed-fee (CPFF) contract line item numbers (CLINs) covering different performance work statement (PWS) tasks. The FFP line items primarily relate to software subscriptions, transition, and service desk support, whereas the CPFF line items cover software development, infrastructure operations, program management, media analysis and security. The RFP also anticipated cost-reimbursable line items for travel and other direct costs, for which “plug-numbers” were included in the RFP. The solicitation anticipated an 11-month base period (inclusive of a 30-day transition-in period) followed by four 12-month option periods. *Id.* at 49.

The RFP provided that the award would be made on a best-value tradeoff basis considering cost/price and the technical/management factor. *Id.* at 155. The technical/management factor included three subfactors, of equal importance: infrastructure operations and program management, software development and program management, and service desk support. *Id.* at 156. The solicitation provided that the non-cost/price factors when combined would be significantly more important than cost/price. *Id.* at 157. The RFP also identified the following four aspects of proposals that would be evaluated on an acceptable/unacceptable basis (with a rating of unacceptable rendering a proposal unawardable): small business participation, phase-in plan, organizational conflict of interest (OCI) mitigation plan (if applicable), and migration plan (if applicable).² *Id.* at 151.

The agency received timely submitted proposals from three offerors, including Gryphon and Zolon. AR, Tab 9, Source Selection Decision Document (SSDD) at 1. The agency conducted its initial evaluation of the offerors’ proposals in accordance with the RFP and determined, on March 28, 2022, that all offerors were to be included within the competitive range. *Id.* On March 30, 2022, following its initial evaluation, the agency opened discussions with all offerors within the competitive range--including Gryphon and Zolon--and issued items for negotiations (“IFNs”) to all offerors. *Id.* at 1-2.

Gryphon received and responded to IFNs pertaining to both its cost and technical proposals. See AR, Tabs 4i-4n, Gryphon IFNs. Gryphon’s IFN responses were accompanied by revisions to its cost proposal. See AR, Tabs 4o-4p, Gryphon IFN Responses. Zolon also received and responded to IFNs concerning its cost and

¹ The solicitation was amended five times. Citations to the RFP are to the conformed copy through amendment five.

² The solicitation also provided for the consideration of past performance as part of the responsibility determination. *Id.* at 146.

technical proposals. See AR, Tabs 5c-5i, Zolon IFNs and Responses. The agency solicited final proposal revisions from all offerors on May 20, 2022, and received the same on May 23, 2022. AR, Tab 9, SSDD at 2-3

After evaluating proposals, the agency awarded the contract to Zolon as the best-value offeror. *Id.* at 6; Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 6. On July 10, 2022, Gryphon filed a bid protest with our Office, challenging the agency’s evaluation of proposals and award decision. COS/MOL at 6. The agency elected to take voluntary corrective action in the form of a reevaluation of proposals, and thus our Office dismissed Gryphon’s first protest as academic. Gryphon Technologies, L.C., B-420882, Aug. 10, 2022 (unpublished decision). Gryphon did not object to or otherwise protest the agency’s corrective action. COS/MOL at 6.

The agency’s corrective action involved “[c]onducting a more thorough cost realism analysis and determining the probable costs to the Government for all offerors” and “[d]ocumenting in further detail the tradeoff analysis conducted in making the Government selection.” AR, Tab 10, Award Recommendation Document at 1. The agency’s reevaluation resulted in no changes to the adjectival ratings assigned to the proposals. Following the agency’s reevaluation, the agency assigned Gryphon’s and Zolon’s proposals the following ratings:

	GRYPHON	ZOLON
TECHNICAL/MANAGEMENT FACTOR		
Infrastructure Operations & Program Mgmt.	Good	Acceptable
Software Development & Program Mgmt.	Acceptable	Acceptable
Service Desk Support	Acceptable	Good
Small Business Participation	Acceptable	Acceptable
OCI Mitigation Plan	N/A	N/A
Phase-In Plan	Acceptable	Acceptable
Migration Plan	N/A	N/A
Total Proposed Cost/Price	\$138,867,745	\$107,176,958
Total Evaluated Cost/Price	\$118,847,336	\$102,109,834

AR, Tab 9, SSDD at 3.

After evaluating proposals, DMA again determined that Zolon’s proposal represented the best value to the agency and selected it for award. *Id.* On September 29, 2022, DMA notified Gryphon that its proposal had not been selected for award. AR, Tab 11, Unsuccessful Offeror Notice at 1. After receiving a debriefing on October 4, Gryphon filed a protest with our Office on October 6. AR, Tab 12, Debriefing Letter. Thereafter, Gryphon filed a supplemental protest with our Office on October 13.

DISCUSSION

Gryphon, the incumbent contractor for the instant requirement, challenges numerous aspects of the agency’s evaluation of proposals. With regard to the awardee’s

proposal, Gryphon asserts that the agency should have evaluated Zolon's phase-in plan as unacceptable because the plan failed to demonstrate an approach to onboard key positions as required by the RFP. Gryphon also asserts that Zolon misrepresented the availability of its proposed program manager. In addition, the protester alleges that the agency failed to conduct a reasonable responsibility determination. Specific to Gryphon's proposal, the protester contends that the agency failed to engage in meaningful discussions. Beyond these allegations, Gryphon raises challenges to the reasonableness of the agency's evaluation of technical proposals and cost realism analysis. Finally, Gryphon challenges the best-value tradeoff decision.

In filing and pursuing this protest, Gryphon has made arguments that are in addition to, or variations of, those discussed below. While we do not address every issue raised, we have considered all of the protester's arguments and conclude none furnishes a basis on which to sustain the protest.

Untimely Protest Grounds

As a preliminary matter, the protester raises two issues in its current protest that the protester knew or should have known of at the time it filed its prior protest with our Office on July 10, 2022, but did not raise at that time. As explained below, we will not now consider arguments that Gryphon could have and should have raised in its July 10 protest.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without disrupting or delaying the procurement process. *Verizon Bus. Network Servs., Inc.*, B-419271.5 *et al.*, Apr. 26, 2021, 2021 CPD ¶ 191 at 14. Protest arguments raised after corrective action and re-award of a contract are untimely when the information underpinning such arguments was available to the protester as part of its earlier protest, and the protester failed to raise these arguments in a timely manner. *Id.* at 15.

First, the protester raises an argument in the current protest regarding deficient discussions of which it was aware, or should have been aware, at the time it filed its prior protest on July 10, 2022. On October 13, 2022, Gryphon filed a supplemental protest arguing for the first time that DMA's discussions during its initial evaluation were not meaningful because the agency failed to raise with the protester a mistake in Gryphon's price/cost spreadsheet pertaining to CLIN 0001 (fixed-price). Specifically, Gryphon erroneously included in CLIN 0001 millions of dollars in software/commodity purchases that were also accounted for in CLIN 0004 (ODC/materials) of its cost-price proposal, resulting in a double-counting of the software/commodity purchases. Supp. Protest at 2-4.

Although the protester raised this argument in response to its receipt of a debriefing letter on October 4, 2022, the protester was on notice of the information providing the basis for its argument as of July 10, 2022. Supp. Protest at 1. In this regard, the record reflects that the apparent mistake in Gryphon's proposed pricing was present in

Gryphon's initial proposal submission. Supp. Protest at 6. The agency held discussions with Gryphon pertaining to its initially submitted cost/price volume as part of the agency's initial evaluation of proposals, in response to which Gryphon submitted a revised proposal which included a revised price. *Id.*; see also Protest, ex. C, Follow-Up Debriefing Questions and Answers at 4. Gryphon knew or should have known of the contents of its own proposal, as well as the requirements of the RFP, at the time it filed its July protest at GAO; accordingly, at the time Gryphon filed its July protest, Gryphon knew or should have known about the pricing mistake in its cost/price proposal. Yet, Gryphon declined to raise any allegations at that time concerning the adequacy or meaningfulness of the agency's discussions concerning Gryphon's proposed price/cost.

Nor did Gryphon raise any challenge to the agency's proposed corrective action following its July 10 protest, even though the agency indicated its intent to only reevaluate proposals and made no mention of reopening or conducting additional discussions or soliciting proposal revisions from any offeror as part of its corrective action. Agency Notice of Corrective Action, B-420880 (stating that corrective action would be limited to a "reevaluat[ion of] the proposals received in response to Solicitation No. HQ516-21-R-0080 and in due course [making] an appropriate award decision."). Because Gryphon knew or should have known the basis of its deficient discussions argument when it filed its prior GAO protest in July, but failed to raise this allegation at that time, we will not consider it now. Accordingly, this protest ground is dismissed as untimely.³ 4 C.F.R. § 21.2(a)(2).

Second, in its protest of October 6, 2022, Gryphon argued for the first time that the agency conducted an improper responsibility determination by failing to consider performance history for Zolon. The protester alleges that if the agency had properly considered the information, it would have found Zolon nonresponsible. Protest at 25-26. The basis for this ground of protest is Contractor Performance Assessment Reports (CPARS) information pertaining to Zolon contained in a publicly released GAO decision issued on August 31, 2021. *Id.* Further, Gryphon's allegation arose out of its knowledge that in awarding a contract to Zolon, the agency had found it responsible. *Id.* It was therefore at the time Gryphon first learned that award had been made to Zolon-- June 23, 2022--that Gryphon knew or should have known of the basis for its allegation that the agency conducted an unreasonable responsibility determination. *Id.* Instead, Gryphon waited until October 6, 2022, to raise this basis of protest. Because Gryphon failed to file its protest within 10 calendar days of when the basis for its allegation was known or should have been known, the protest ground is dismissed as untimely.

³ While the agency did not engage in discussions with the protester regarding the protester's mistake, it did adjust the protester's price by \$[DELETED] to account for the duplication. AR, Tab 10, Cost Realism Analysis at 2. Although the protester maintains that had the agency engaged in discussions with it regarding the mistake, it would have reduced its price by \$[DELETED] (as opposed to \$[DELETED]), the agency provided a reasonable explanation for the adjustment made. *Id.*; see also COS/MOL at 33. Other than generally disagreeing with the agency's adjustment, the protester does not meaningfully dispute or otherwise demonstrate that the adjustment was unreasonable.

Phase-In Plan

Turning to the remaining allegations, the solicitation instructed offerors to submit a phase-in plan as part of their proposals to demonstrate the offeror's plan for "assuming full responsibility for all areas of operation," "onboarding key personnel/key positions," and "achieving 100 percent of total staffing no later than 30 days after the start of the Period of Performance." RFP at 152. The phase-in plan was to be evaluated on the basis of acceptability.⁴

Gryphon argues that DMA should have found Zolon's phase-in plan unacceptable because the awardee's plan did not provide an approach for "onboarding key personnel/key positions". Comment & 2nd Supp. Protest at 14. The agency responds that the RFP "imposed no specific requirements as to how offerors were to address the onboarding of key personnel and positions, nor did the RFP prescribe certain information concerning onboarding that offerors were required to address." Supp. COS/MOL at 23 (citing RFP at 52). Rather, the agency maintains that the RFP required only that an offeror "describ[e] its approach in . . . onboarding key personnel/key positions," and that it reasonably evaluated Zolon's phase-in plan as provided in the solicitation. *Id.* (citing RFP at 52).

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. See *SDS Int'l, Inc.*, B-291183.4, B-291183.5, Apr. 28, 2003, 2003 CPD ¶ 127 at 5. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *MVM, Inc.*, B-407779, B-407779.2, Feb. 21, 2013, 2013 CPD ¶ 76 at 6. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *Id.* at 5.

The record here supports the reasonableness of the agency's evaluation. Zolon's phase-in plan addressed its approach to hiring and processing clearances for key personnel and further discussed its approach to training those key personnel for performance--including its processes for observing and shadowing of incumbent personnel, transferring knowledge, and developing associated documentation and additional guidelines. See AR, Tab 7e, Zolon Proposal, Vol. VI at 39-40; see also AR, Tab 7a, Zolon Tech./Mgmt. Proposal at 3, 51-53 ("[DELETED]"). Zolon's proposal further stated that Zolon "is fully prepared to staff 100 [percent] within 30 days after the contract award." AR, Tab 7a, Zolon Tech./Mgmt. Proposal at 51; see also AR, Tab 7e, Zolon Proposal, Vol. VI at 40. Zolon's proposal also stated that it had both "[DELETED]," and that to carry out its planned approach, Zolon "[DELETED]." AR, Tab 7a, Zolon Tech./Mgmt. Proposal at 51. According to Zolon, it proposed "highly

⁴ The RFP defined "acceptable" to mean "proposal clearly meets the minimum requirements of the solicitation," and "unacceptable" to mean "proposal does not clearly meet the minimum requirements of the solicitation." RFP at 158.

qualified staff able to meet and exceed DMA's expectations; yet recognize[d] that the DMA may desire to continue working with the existing personnel," and had thus "prepared a solution to capture all desired incumbents within the 20-day staff-up period within the 30-day Phase-In period." *Id.*

After conducting its evaluation, the agency concluded that Zolon "submitted an acceptable Phase-In Plan." AR, Tab 8, Selection Recommendation Document (SRD) at 15. In response to the protest, the agency further explains that Zolon's phase-in plan "provided a comprehensive and detailed plan for onboarding many such personnel during the Phase-In Period as permitted by the RFP" and that Zolon's "proposed approach was bolstered by successful examples of its transition process in practice, such that the Agency felt confident in [Zolon's] ability to execute its plan in accordance with the RFP requirements." COS/MOL at 20-21. On this record, we find no basis to question the agency's evaluation of Zolon's phase-in plan as acceptable. This protest ground is denied.

Misrepresentation

Gryphon alleges that Zolon's proposal should have been disqualified from the competition because it misrepresented the availability of Zolon's proposed program manager. According to Gryphon, the awardee did not expect to use the proposed individual during contract performance. Protest at 23; Comments & 2nd Supp. Protest at 15. In support of this argument, Gryphon points to a job posting placed by Zolon after the agency made its initial award to Zolon in June 2022. Protest, exh. E, Zolon program manager job posting. As discussed below, we find the protester's allegation provides no basis to sustain the protest.

The issue of whether personnel identified in an offeror's proposal will, in fact, perform under the subsequently-awarded contract is generally a matter of contract administration that our Office does not review. *Patricio Enters. Inc.*, B-412738, B-412738.2, May 26, 2016, 2016 CPD ¶ 145 at 4; *see also* Bid Protest Regulations, 4 C.F.R. § 21.5(a). Nonetheless, our Office will consider allegations that an offeror proposed personnel that it did not have a reasonable basis to expect to provide during contract performance in order to obtain a more favorable evaluation, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *Id.* Our decisions frequently refer to such circumstances as a "bait and switch." *Id.* To establish an impermissible bait and switch, a protester must show that: (1) the awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance; (2) the misrepresentation was relied on by the agency; and (3) the agency's reliance had a material effect on the evaluation results. *Id.*

We find that Gryphon has not established that Zolon engaged in an impermissible bait and switch. Gryphon has not demonstrated that the June 2022 job posting reflects that Zolon misrepresented its proposed approach to personnel. As discussed above, Zolon's proposal provided a staffing plan that relied on both incumbent capture and hiring new personnel. AR, Tab 7a, Zolon Tech./Mgmt. Proposal at 51-53. While

Gryphon has provided our Office with a Zolon job posting seeking a program manager in June 2022, evidence of recruitment efforts does not establish that an offeror knowingly or negligently represented that it planned to rely on specific personnel that it did not expect to furnish during performance of the contract. *ICF Inc., L.L.C.*, B-419049.3, B-419049.4, Mar. 9, 2021, 2021 CPD ¶ 117 at 8-9. As such, Gryphon has not provided any reasonable evidence to support its misrepresentation allegations. Accordingly, this ground of protest is denied.

Technical Evaluation

The protester raises a variety of challenges to the agency's evaluation of proposals under the technical factor. As noted above, the solicitation provided for evaluation of a single technical/management factor, with three subfactors. The protester focuses its arguments on two of the subfactors: software development and program management, and service desk support. With regard to Zolon's proposal, the protester asserts that the agency should have assigned a weakness under the software development and program management subfactor because Zolon failed to propose a "fully functioning software management team." Under the service desk support subfactor, the protester alleges that Zolon's proposal should not have been assigned a strength for providing service desk coverage 24 hours a day, 7 days a week (24/7) because the strength is based on an unstated evaluation criterion. As for the evaluation of its own proposal, the protester argues that DMA unreasonably failed to assign strengths under both of these subfactors. As discussed below, we find that none of the protester's arguments provide a basis upon which to sustain the protest. We first address the protester's arguments pertaining to the software development and program management subfactor.

Software Development and Program Management Subfactor

Evaluation of Zolon's Proposal

The protester challenges the agency's evaluation of Zolon's proposal under the software development and program management subfactor, arguing that the agency overlooked Zolon's failure to propose a "fully functioning software management team." Comments & 2nd Supp. Protest at 18. The protester contends that the solicitation required offerors to identify the individuals proposed as the management team members and that Zolon's proposal failed to meet this requirement. For the reasons that follow, this protest ground is denied.

Under the development and program management subfactor, the solicitation provided that the contractor would be evaluated on its demonstrated approach to "fully meet or exceed PWS Task 6.8," and "shall provide an experienced and fully functioning software management team to provide software development and management support for DMA Web Enterprise Business owned, used, and supported content management system software and products using industry best practices." RFP at 156. The corresponding part of the PWS--Task 6.8, Software Development and Program Management--included additional information regarding this task, such as: the contractor shall "perform software development and management support tasks as directed by the COR

[contracting officer representative] using industry best practices” and shall “provide Section 508 compliant websites.”⁵ PWS at 33.

During the procurement, the agency received over 60 questions about the solicitation, some of which related to how offerors should respond to the development and program management subfactor to meet the PWS requirements. AR, Tab 3h, RFP attach. L-3, Questions and Answers (Q&As). For example, in question 13, a potential offeror referenced the PWS task associated with this subfactor (task 8) and asked if the agency would “provide guidance on the current size of the software development and management team [that] is supporting [the] current environment that includes contractors and the Government employees?” *Id.* at 4. The agency responded with the following historical data, but cautioned offerors that it was being “provided to offerors to be used as a ‘guide’” and was “not intended to limit any offeror’s ability to submit alternative solutions to accomplish task requirements[:]”

Historically, Task 8 has been accomplished with the range of FTEs [full-time equivalent] below. These are given as a reference only and the offeror is encouraged to propose what they determine is the optimal technical solution to accomplish task requirements.

10-12 Contract Developers
1- Contract Developer Chief
1-2 Contract Enterprise Architects

Id.

With regard to the issue of key personnel, the PWS included a “Key Personnel” chart where the agency identified ten positions as key, including the program manager. PWS at 60. The chart also included an empty column of cells to the left of the list of key positions under the heading “Name.” *Id.* The RFP provided that the program manager “must be employed with the Contractor at the time of award.” RFP at 40 With regard to the other key positions, the solicitation provided for the “onboarding of key personnel/key positions” during the phase-in/transition period as long as the contractor is “fully staffed for the base period not later than 30 days after award.” RFP at 42-43. During Q&As, in question 47, a potential offeror noted that “Section L lists no requirements for Key Personnel resumes” and asked that the agency confirm “that key personnel names and resumes are not required as part of the offeror’s proposal.” AR, Tab 3h, Q&As at 15. In response the agency confirmed that “[k]ey personnel resumes are not required” and further explained:

The performance work statement para 15.3, provides a chart for the identification of key personnel. Key personnel resumes are not required;

⁵ Though not at issue in this protest, section 508 refers to the Rehabilitation Act of 1973, as amended, which generally requires that agencies’ electronic and information technology be accessible to people with disabilities. See 29 U.S.C. § 794d.

however if they are submitted, the resumes will not be included as part of the page counts as indicated in RFP, Section L, para 2.2.1.

AR, Tab 3h, Q&As at 15.

Gryphon contends that the solicitation required a software management team consisting of “(at least) the ten key personnel positions identified in § 15.3 of the PWS,” and that the “software management team (i.e., the key personnel) were to be in the offeror’s employ at the time of award.” Comments & 2nd Supp. Protest at 18 (citing RFP, amend. 0004 at 43). The protester contends that, in response to the Q&As, the agency “made it clear that these management team members needed to be identified in the offeror’s proposal.” Comments & 2nd Supp. Protest at 18 (quoting AR, Tab 3h, Q&A Nos. 46 and 47) (when asked if offerors need to address PWS § 15.3, the agency stated: “[t]o be eligible for award, the offeror’s proposal shall sufficiently address all aspects of the PWS” and then stating that “[t]he performance work statement para 15.3 provides a chart for the identification of key personnel.”). The protester maintains that the solicitation required offerors to identify the specific individuals who will make up the “experienced and fully functioning software management team” so that the agency can evaluate whether the team is “experienced.” Supp. Comments at 23 (“[Although] the agency further argues that the RFP did not require [Zolon] to identify members of its team or provide details as to their qualifications and experience[,] . . .” the “composition and experience of the team is clearly necessary for the [a]gency to evaluate a proposal in accordance with the Subfactor 2 criteria, namely, whether [Zolon] would ‘provide an experienced and fully functioning software management team.’”).

The agency responds that the protester is misreading the solicitation. The agency acknowledges that the solicitation required that the program manager be employed with the contractor at the time of award, but asserts that other portions of the RFP provided for the “onboarding [of] key personnel/key positions’ other than the program manager as part of the transition period.” COS/MOL at 17 (quoting RFP at 40, 158). As such, the agency maintains that the protester’s assertion that “all Key Personnel positions were to be in the offeror’s employ at the time of award” is incorrect. *Id.* (quoting Protest at 20). The agency also disagrees with the protester that the solicitation required offerors, in responding to this subfactor, to specifically identify the members of its software management team or to provide details as to those individuals’ qualifications and experience. Supp. COS/MOL at 26-27.

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *IDS Int’l Gov’t Servs., LLC*, B-419003, B-419003.2, Nov. 18, 2020, 2020 CPD ¶ 383 at 4. To be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Id.* An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *Colt Def., LLC*, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8.

In our view, the solicitation language, read as a whole, including the agency's questions and answers, which were incorporated into the solicitation via amendments 2 and 4 supports the agency's interpretation and fails to support Gryphon's interpretation. The pertinent RFP evaluation criterion for the development and program management subfactor required only that "[t]he [c]ontractor shall provide an experienced and fully functioning software management team to provide software development and management support for DMA Web Enterprise Business owned, used, and supported content management system software and products using industry best practices." RFP at 146.

The protester contends that the solicitation required that offerors identify the individual members of their "experienced and fully functioning software management team" under this subfactor so that the individuals' experience could be evaluated by the agency, and that the solicitation required the team to consist of (at least) the ten key personnel positions identified in § 15.3 of the PWS." Comments & 2nd Supp. Protest at 18 (citing RFP at 60). However, Gryphon does not cite to any provisions in the RFP regarding the technical factor, the technical subfactor, or the evaluation criterion for this subfactor, nor have we seen any based on our review, that required offerors to include all ten key personnel positions on the software management team or that required offerors to identify in their proposals specific individuals for the software management team.

Further, we find the protester's interpretation of the solicitation unreasonable because it fails to take into account all of the solicitation language and information provided in the Q&As. For example, the protester's reading of the solicitation as requiring that an offeror's software management team "consist of (at least) the ten key personnel positions identified in § 15.3 of the PWS," Comments & 2nd Supp. Protest at 18 (citing RFP at 60), is inconsistent with the agency's guidance in solicitation Q&A 13, discussed above, which provided that the historical FTEs for the software management team included 10 to 12 contract developers, 1 contract developer chief, and 1 to 2 contract enterprise architects. *Id.* This mix of personnel clearly does not match the list of key personnel positions identified in the PWS.⁶ PWS at 60.

The Q&A further gave offerors the discretion to determine the "optimal technical solution to accomplish the task requirements," rather than, as the protester suggests, required offerors to propose the ten key personnel. The divergence between the protester's interpretation of the solicitation--as requiring offerors to propose all ten key personnel positions as part of the software management team--and the discretion offered by this Q&A for offerors to determine their own optimal solutions, was apparent on the face of the RFP. As such, any ambiguity regarding these provisions was patent, *i.e.*, clear or obvious on the face of the RFP, rather than latent. Under our Bid Protest Regulations, a

⁶ The ten key personnel positions identified in the PWS included: program/project manager, deputy program/project manager, lead web software developer, lead network manager, lead infrastructure manager, lead migration, lead training specialist, lead transition manager, lead security manager, lead COOP [continuity of operations plans] manager. PWS at 60.

patent ambiguity must be protested prior to the time set for receipt of initial proposals, when it is most practicable to take effective action against such defects. 4 C.F.R. § 21.2(a)(1); *Point Blank Enters., Inc.*, B-415021, Oct. 16, 2017, 2017 CPD ¶ 319 at 3. Because a protest on this ground was required to be filed prior to the submission of proposals, the protester's failure to do so renders such an argument untimely now.

As another example, solicitation Q&A No. 47 clearly advised offerors that "key personnel resumes are not required." AR, Tab 3h, RFQ Q&As at 15. The protester's position--that the solicitation required offerors to identify the individual members of its "experienced and fully functioning" software management team under the development and program management subfactor so that their experience could be evaluated by the agency--is inconsistent with the fact that the RFP did not require the submission of resumes. AR, Tab 3h, RFQ Q&As at 15. In this regard, even assuming offerors were required to identify individuals for certain key personnel positions and that offerors were required to propose these individuals for the software management team as the protester asserts, without a requirement to also provide resumes for these individuals, it is unclear how the agency could be required to evaluate the experience or qualifications of the identified individuals in the manner asserted by the protester. As such, to the extent Gryphon believed, based on its reading of the solicitation, that the agency was required to evaluate the resumes of key personnel as part of the development and program management subfactor evaluation, such an interpretation clearly conflicted with the guidance in the solicitation Q&A that "key personnel resumes are not required." *Id.* Any ambiguity regarding these provisions was patent, *i.e.*, clear or obvious on the face of the RFP, rather than latent, and as such, a protest on this ground was required to be filed prior to the time set for receipt of initial proposals. 4 C.F.R. § 21.2(a)(1); *Point Blank Enters., supra.*

To the extent the protester otherwise challenges the agency's evaluation of Zolon's proposal of this subfactor, we find nothing unreasonable regarding the agency's evaluation. In this regard, in response to this subfactor, Zolon proposed a software management team "[w]ith more than twenty (20) years of experience in providing software development and management tasks." AR, Tab 7a, Zolon Tech./Mgmt. Proposal at 13-14 ("Team [Zolon] provides an experienced and fully functioning software management team to provide software development and management support for DMA Web Enterprise Business.").

In evaluating Zolon's proposal under this subfactor, the agency noted that Zolon's proposal explained that its approach uses "[DELETED]" and "[DELETED]." AR, Tab 8, SRD at 13. The agency evaluator also noted that as part of Zolon's proposed approach, its "[DELETED]." *Id.* at 13-14 (quoting AR, Tab 7a, Zolon Tech./Mgmt. Proposal at 8). The agency found that "[t]his approach meets the program's requirements," noting that: "Currently, a weaker area of [DMA's Web Enterprise Business] program is a lack of sufficient focus on effective requirements collection and user experience." AR, Tab 8, SRD at 13. The agency found that Zolon's "proposal meets requirements and indicates an adequate approach and understanding of the requirements[.]" *Id.* The record reflects that the agency specifically considered the

experience of Zolon's proposed team as part of its evaluation of Zolon's proposal as required by the RFP. Accordingly, this protest ground is denied.

Evaluation of Protester's Proposal

Gryphon also challenges the agency's evaluation of its own proposal and argues that the agency unreasonably failed to assign its proposal a strength under the software development and program management subfactor. The agency argues that it considered the area of Gryphon's proposal that the protester claims should have been assigned a strength, and found that the proposed solution met the requirements but did not exceed them in a manner that merited a strength. COS/MOL at 13-14. As explained below, we conclude that the agency's evaluation was reasonable.⁷

Under the software development and program management subfactor, the protester contends that DMA unreasonably failed to assign Gryphon's proposal with a strength for its "experienced and fully functioning software management team." Comments & 2nd Supp. Protest at 32; AR, Tab 3k, RFP, amend. 0004 at 50. In support of this position, the protester points to the RFP requirement that the evaluation's focus was "[s]pecifically' on the offeror's provision of a team with such attributes." *Id.* (quoting RFP at 156) ("Specifically, the contractor shall provide an experienced and fully functioning software management team[.]"). The protester maintains that, "[i]n response to this evaluation criterion, Gryphon's proposal dedicated a substantial portion of the limited pages permitted by the RFP to discussing its experienced team of developers that would remain onboard as a fully functioning team and detailed its developers' certifications, training and expertise." Comments & 2nd Supp. Protest at 32 (citing AR, Tab 6c, Gryphon Tech./Mgmt. Proposal at 22 to 23.)

In evaluating Gryphon's proposal, the evaluators recognized Gryphon's "well-developed software development team capable of managing a complex program of software development" as "evidence that [Gryphon] will immediately provide the right technically qualified personnel to the Web.mil program," and highlighted the fact that Gryphon "listed the certifications that its staff and ["reach back"] capabilities include." AR, Tab 8, SRD at 10-11. The evaluators also noted that Gryphon's "expertise in software development, software as a service, and software development will provide substantial benefit to the program." *Id.* at 10. In addition, the evaluators found that the Gryphon team's "expertise in web infrastructure operations will provide substantial benefit to the program with low to no risk for Web.Mil." *Id.* at 11. Ultimately, based on these findings, the evaluators concluded that Gryphon's proposal "meets [the] requirements and indicates an adequate approach and understanding of the requirements." *Id.* at 11.

⁷ The protester also argues that its proposal should have been assigned a strength under the service desk subfactor, and the agency provided a similar response. While we do not address the argument in detail, we have considered it and find that it does not provide a basis to sustain the protest.

We find no basis to question the reasonableness of the agency's evaluation. The record reflects that the agency conducted a thorough assessment of Gryphon's proposed software management team, including acknowledging that Gryphon's proposed team included expertise that provides "substantial benefit." *Id.* at 10-11. Although the protester maintains that its proposed team deserved a strength, the protester has not demonstrated that the aspects discussed above provide an additional benefit to the agency or otherwise independently met the RFP's standard for a strength, *i.e.*, "an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance." RFP at 157. The protester's disagreement with the evaluation, without more, is insufficient to establish that the evaluation was unreasonable or otherwise improper. *MVM, supra.*

Service Desk Support Subfactor

Gryphon challenges a strength assigned to the awardee's proposal under the service desk support subfactor for the awardee's approach to provide service desk coverage for 24 hours a day, 7 days a week (24/7), arguing that the strength was based on an unstated evaluation criterion.⁸ The protester alleges that the agency's consideration of this information was improper because the RFP did not contemplate that the contractor would provide "after-hours support" or "24/7 coverage"; rather, it anticipated that "after-hours support would be provided by the Government for emergencies and that contractors would only staff the service desk during a prescribed time period." Comments & 2nd Supp. Protest at 22 (citing RFP at 41). Gryphon further asserts that "because the PWS only requires contractor support during a defined time period, the [a]gency does not stand to even benefit during contract performance from [Zolon's] proposed 24/7 coverage[.]" *Id.* Gryphon maintains that, because the offerors were not

⁸ The protester also alleges that the agency's evaluation of the awardee's proposal under this subfactor was unreasonable because Zolon's proposed solution fails to meet the minimum PWS requirements: "Rather than focus on meeting the RFP performance requirements during the delineated contractor service hours," Zolon's approach is to "spread its staff . . . thin during the required service hours, such that its leaner staffing may be extended to 24/7 coverage[.]" Comments & 2nd Supp. Protest at 20-21. The protester asserts that this solution results in "less personnel during the required coverage hours and core work hours[.] *i.e.*, the period of time during which the RFP expects calls to be heaviest." *Id.* at 21.

In the protester's view, as a result, "there is undoubtedly a risk that more calls will go unanswered or that assistance will be delayed during core work hours." *Id.* We find no merit to the protester's argument. The record reflects that the agency thoroughly considered the labor hours, staffing mix, and staffing methodology proposed by Zolon and found no performance risk associated with Zolon's proposed approach. AR, Tab 9, SSDD at 4; Tab 8, SRD at 14. Although the protester may not agree with the agency as to the merit of the protester's proposed approach, such disagreement, without more, is not sufficient to demonstrate that the agency's evaluation was unreasonable. *CRAssociates, Inc.*, B-414171.2, B-414171.2, Jan. 16, 2018, 2018 CPD ¶ 87 at 4.

informed that “24/7 coverage was more important, or that the after-hours Government support was not available or could be subsumed in the contractor’s operations,” Gryphon was not provided an opportunity to propose similar information. *Id.* The agency responds that evaluation of the awardee’s proposed approach to provide 24/7 service desk coverage was appropriate under the terms of the RFP. Supp. COS/MOL at 6.

While a solicitation must inform offerors of the basis for proposal evaluation by identifying the evaluation factors and their relative importance, a solicitation need not specifically identify each and every element an agency considers during an evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated evaluation factors. Federal Acquisition Regulation (FAR) 15.203(a)(4); *Raytheon Co ., Space and Airborne Sys.*, B-298626.2, B-298626.3, Sept. 27, 2007, 2007 CPD ¶ 185 at 11.

With respect to evaluation under the service desk support subfactor, the RFP provided that the “contractor shall demonstrate an approach to fully meet or exceed PWS Task 6.12, [service desk support]” and that “the contractor shall provide a service desk that is the single point of contact (SPOC) to answer DMA-Web Enterprise Business (DMA-Web mil) incidents for approximately 9,000 internal end-users.” RFP at 156. The corresponding section of the PWS set forth numerous requirements for task 6.12 to be fulfilled by the contractor as part of its service desk support obligations and in furtherance of the stated goal of “improv[ing] efficiency and effectiveness by early identification and addressing of root causes of technical problems before they become trends or result in outages or failures.” PWS at 41. Relevant here, the PWS required that the contractor staff the service desk from 7:00 a.m. to 9:00 p.m. eastern time (ET), Monday through Friday, and from 9:00 a.m. to 5:00 p.m. ET, Saturday through Sunday. *Id.* The PWS provided that “[a]fter hours emergency on call support will be provided by the Government outside of these service desk hours,” but also indicated that the contractor must “[p]rovide 24/7 technical support for emergencies including a duty phone to ensure all hours access.” *Id.* at 41-42.

Zolon proposed to [DELETED].” AR, Tab 7a, Zolon Tech./Mgmt. Proposal at 24. Zolon’s proposal provided specific examples of its experience of using this approach of providing 24/7 service desk support on similar or larger contracts and provided metrics evidencing the achievement of greater productivity and a reduction in staffing, time to incident resolution, and cost. *Id.* 22-26.

The agency evaluation found that Zolon’s proposed schedule for service desk implementation--which “[DELETED]”--“exceeds the government’s expectations and will be advantageous to the government during contract performance.” AR, Tab 8, SRD at 14. The evaluators noted that the solicitation “requested 7 am to 9 pm plus 8 hours on weekend days,” but noted that “[d]ue to the global requirements of the governmental web program, the 24/7 coverage clearly provides a significant advantage to the US government in addition to serving units who are working special projects outside standard hours.” *Id.*

Based on our review of the record, we find no evidence that the agency evaluated the awardee's proposal under this factor based on an unstated evaluation criterion. The solicitation provided that the agency would evaluate the extent to which an offeror met or exceeded all of the minimum requirements of Task 6.12, one of which was to provide service desk staffing which covered, at a minimum, the standard hours defined in the RFP. The agency reasonably evaluated Zolon's proposal, which offered 24/7 service desk coverage, as not only meeting, but exceeding, the minimum staffing requirements. The agency further found that the manner in which Zolon's proposal exceeded the RFP requirements would be advantageous to the agency in contract performance, and thus assigned a well-deserved strength to this aspect of Zolon's proposal. Zolon's decision to offer an innovative technical approach--that Gryphon did not also propose--does not, as the protester argues, thereby amount to reliance on unstated evaluation criteria. See *Pricewaterhouse Coopers Public Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 8. Gryphon's protest regarding this matter is without merit.

In sum, we find no basis to question the agency's evaluation of Zolon's technical proposal. The protester's allegations to the contrary only reflect its disagreement with the agency's evaluations, which provides no basis to question the reasonableness of the agency's judgments. We deny this aspect of Gryphon's protest, accordingly.

Cost Realism

The protester contends that the agency unreasonably evaluated the realism of Zolon's proposed costs. The protester argues that the agency's evaluation was unreasonable regarding the realism of Zolon's indirect rates, labor hours, and staffing mix, and failed to recognize that Zolon's costs were unrealistically low. The protester also contends that the agency improperly evaluated Zolon's subcontractor costs. For the reasons that follow, we find no basis to sustain the protest.

When an agency evaluates a proposal for the award of a cost-reimbursement contract, an offeror's proposed estimated costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. FAR 15.305(a)(1), 15.404-1(d); *CSI, Inc.; Visual Awareness Techs. & Consulting, Inc.*, B-407332.5 *et al.*, Jan. 12, 2015, 2015 CPD ¶ 35 at 5-6. Consequently, the agency must perform a cost realism analysis to determine the extent to which an offeror's proposed costs are realistic for the work to be performed. FAR 15.404-1(d)(1). An agency is not required to conduct an in-depth cost analysis, or to verify each and every item in assessing cost realism; rather, the evaluation requires the exercise of informed judgment by the contracting agency. *Cascade Gen., Inc.*, B-283872, Jan. 18, 2000, 2000 CPD ¶ 14 at 8; see FAR 15.404-1(c). Further, an agency's cost realism analysis need not achieve scientific certainty; rather, the methodology employed must be reasonably adequate and provide some measure of confidence that the rates proposed are reasonable and realistic in view of other cost information reasonably available to the agency as of the time of its evaluation. *SGT, Inc.*, B-294722.4, July 28, 2005, 2005 CPD ¶ 151 at 7. Our review of an agency's cost realism evaluation is limited to determining whether the cost analysis is reasonably

based and not arbitrary. *Jacobs COGEMA, LLC*, B-290125.2, B-290125.3, Dec. 18, 2002, 2003 CPD ¶ 16 at 26.

Based on our review, we find the agency's cost realism analysis was reasonable. Gryphon alleges that DMA failed to "actually review and evaluate elements of [the] offerors' cost proposals to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance described in offerors' technical proposals." Protest at 13. In Gryphon's view, Zolon's "CPFF prices were understated," and the agency failed to recognize the purported understatement of costs. *Id.*

The record here shows that the agency used a variety of methods to evaluate the offerors' proposed rates. The cost realism evaluation utilized a team consisting of the Defense Contract Audit Agency (DCAA) as well as a DMA cost/price analyst and the Source Selection Advisory Council Chairperson. AR, Tab 5a, DCAA Audit Report (Zolon), Jan. 19, 2022; Tab 8, SRD at 22; Tab 9, SSDD at 2. With the assistance of agency evaluators, the DCAA team conducted a full examination of Zolon's proposed direct labor rates, indirect rates, escalation factor, and labor rates to determine if these rates and factors comply with the solicitation terms related to pricing. AR, Tab 5a, DCAA Audit Report (Zolon), Jan. 19, 2022; Tab 8, SRD at 22.

For example, with regard to direct rates, DCAA compared "the proposed direct labor rate" with "the contractor's asserted actual direct labor rate of its employee in a comparable position," which identified differences ranging between -4 percent and 4 percent, with an outlier in only a single labor category. AR, Tab 5a, DCAA Audit Report (Zolon) at 11; Tab 8, SRD at 22. DCAA took no exception to any of Zolon's unburdened direct labor rates. *Id.* In addition, for each labor category, DCAA calculated direct labor base rates for each position based on the 75th percentile of base salary reported in CompAnalyst, based on the standard 2,080 annual work hours.⁹ AR, Tab 5a, DCAA Audit Report (Zolon) at 11-12; Tab 8, SRD at 22. DCAA then compared Zolon's proposed direct labor rates to the survey data based on the 75th percentile plus 15 percent security clearance premium. *Id.* at 12. Based on this comparison, DCAA "did not identify risks associated with the contractor underbidding the proposed labor categories." AR, Tab 8, SRD, at 22.

With regard to indirect rates, DCAA requested updated information from Zolon, which the company provided. AR, Tab 5a, DCAA Audit Report (Zolon), at 5. Based on this information, DCAA performed a trend analysis of the revised indirect rates by comparing the revised fiscal year 2019 and fiscal year 2020 rates, and the rate pool, bases, and rates as of November 30, 2021, and "determined the revised indirect rates are consistent throughout the years." *Id.* at 17. DCAA also noted that Zolon responded that

⁹ The CompAnalyst is a DCAA agency compensation team procured survey, published by Salary.com, an independent, third-party publisher of compensation data commonly used in industry and determined to be reliable by the agency. AR, Tab 8, SRD at 22.

it did not “anticipate future changes for the option years.” *Id.* at 17. As such, DCAA determined that the revised rates properly reflect anticipated changes to future operations, and thus concluded that “the revised indirect rates are reasonable as it relates to the potential risk of understatement.” *Id.* at 16. In light of the variety of methods used, and the contemporaneous considerations discussed, we find nothing unreasonable regarding the agency’s evaluation.

Gryphon also alleges that the agency’s cost realism evaluation was improper because the agency failed to assess each offeror’s proposed labor hours with their respective technical approaches. Comments & 2nd Supp. Protest at 8. The agency disputes the protester’s assertion, asserting that it evaluated each offeror’s proposed labor hours--including Zolon’s--in light of the offeror’s technical approach and, in fact, made adjustments to the offerors’ labor hours, if necessary. Supp. COS/MOL at 20.

The record reflects that the agency’s evaluation considered the offerors’ proposed costs/prices in light of their technical approaches, and made adjustments to proposed hours when necessary. AR, Tab 10a, Probable Cost Adjustments at 1-2; Tab 9, SSDD at 4-6. For example, the record shows that, in considering Zolon’s proposed price/cost in light of its technical approach, the agency determined the following regarding Zolon’s proposal:

In review of [Zolon’s] proposal, the vendor proposes [DELETED] for CLIN 0001, which is Firm Fixed Price. CLIN 0002, billed as Cost plus Fixed Fee, includes a sufficient variety of technical resources. [Zolon] proposed an assorted labor mix for the development team as part of CLIN 0003 to support optional development efforts. The labor mix proposed by [Zolon] for CLIN 0001, CLIN 0002, and CLIN 0003 is appropriate for [Zolon’s] proposed approach.

AR, Tab 9, SSDD at 4-6; Tab 10a, Probable Cost Adjustments at 1-2;

The record reflects that the agency concluded that Zolon’s proposed price/cost was reasonable, realistic and complete, in accordance with the RFP. We find no basis to question the agency’s determination.

Gryphon also contends that the agency failed to assess the realism of Zolon’s proposed subcontractor costs, which the protester maintains, will encompass [DELETED] percent of the direct labor under Zolon’s technical approach. Supp. Comments at 3. We find no merit to this argument.

Although Zolon’s initial proposal did not include separate subcontractor labor rates, the record shows that Zolon cured this issue in response to an evaluation notice (EN) issued by the agency. AR, Tab 8, SRD at 28 (finding that the issue was resolved through Zolon’s revision of its cost/price proposal at section 7.3.1, pages 8-13). The record reflects that Zolon’s revised proposal set forth the direct labor rates for its subcontractors, which Zolon’s proposal explained were “[DELETED].” AR, Tab 7c, Zolon Cost/Price Volume at 11. Zolon’s revised cost/price proposal also provided

signed agreements with its subcontractors as proof of the percentage of total labor value of work to be performed by Zolon's subcontractors. *Id.* As the record reflects and the agency explains, subcontractor direct labor rates [DELETED] the direct labor rates proposed by Zolon. Supp. COS/MOL at 16; AR, Tab 7c, Zolon Cost/Price Volume at 11; AR, Tab 8, SRD at 22. As such, the record also reflects that the agency compared these rates to the same calculated direct labor base rates for each position based on the 75th percentile of base salary reported in CompAnalyst, as discussed above. *Id.* The agency concluded that the rates were realistic, and presented no risk of underbidding or understatement of rates. *Id.*

As previously referenced, an agency's analysis need not achieve scientific certainty; rather, the methodology employed must be reasonably adequate and provide some measure of confidence that the agency's conclusions about the most probable costs for an offeror's proposal are reasonable and realistic in view of other cost information reasonably available to the agency at the time of its evaluation. *SGT, supra.* Here, based on the record and our review of the agency's cost realism assessment, including its consideration of Zolon's subcontractor costs, we do not question the reasonableness of the agency's conclusion that the subcontractor costs were realistic. Gryphon's protest challenging the agency's evaluation in this regard is denied.

Best-Value Tradeoff

Finally, the protester challenges the agency's best-value tradeoff. The protester's primary argument is that the tradeoff was flawed because it was founded on a flawed evaluation. Because, as discussed above, we do not believe that the agency erred in its evaluation, we see no merit in the protester's derivative challenges to the agency's best-value decision.

Further, to the extent the protester asserts that the agency failed to consider the "substantive qualitative differences" between Gryphon's and Zolon's proposals or that the agency "unreasonably and inexplicably discounted" a strength in Gryphon's technical proposal under the first technical subfactor in conducting a comparative analysis of proposals, we find no merit to the protester's allegations. The record reflects that the agency conducted a thorough best-value determination consistent with the terms of the RFP and found that Zolon provided the best value to the agency as the lowest-priced, highest-rated offeror. See AR, Tab 9, SSDD at 3-5. The record reflects that the agency weighed the relative merits of each proposal and concluded that based upon a comparison of the proposals and a detailed assessment of the advantages and disadvantages associated with each, that Zolon's proposal "represent[ed] the best value to the Government." *Id.* at 7.

In particular, the SSA noted that Gryphon received a rating of "Good" under the infrastructure operations and program management subfactor, while receiving acceptable ratings in the other two subfactors. *Id.* at 3. The SSA explained the agency "estimates that Gryphon's approach in Operations and Program Management 'to deploy software updates and patches in a specific, repeatable manner weekly leveraging automation' will result in a slight benefit of fewer human errors and less rework due to

these processes being automated” and that “[t]his automation is industry best practice.” *Id.* The SSA noted, however, that Zolon “would likely use the same automated processes for weekly patching.” *Id.* He also noted that Gryphon’s proposal is “16.4 percent higher than [Zolon’s] . . . after probable cost adjustments.” He concluded that “[t]he purported benefit offered by Gryphon for subfactor 1 does not result in a sufficient benefit enough to make Gryphon’s proposal worth the extra cost.” *Id.*

Under the software and development and program management subfactor, the SSA concluded that “all three offerors are essentially rated equal.” *Id.* As for the service desk subfactor, the SSA found that the strength assigned to Zolon’s proposal for its “modified Pitman schedule supporting the Web Enterprise Business customer base 24/7” will “reasonably relate to [Zolon] providing greater assurance of more timely and quality service desk support compared to Gryphon’s proposal.” *Id.* As such, the SSA concluded that “[s]ince the perceived benefits associated with Gryphon’s proposal for subfactor 1 do not result in sufficient benefit to the Government, the comparative benefits associate with [Zolon’s] proposal for the [service desk subfactor],” resulting in a “higher/longer performing service desk outweighs Gryphon’s strength.” *Id.* The SSA found that, given this, there was no basis for selecting Gryphon’s higher-priced proposal over Zolon’s. *Id.*

The protest is denied.

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General Counsel