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Decision

Matter of: Inflowlogistics LLC

File: B-422811.3

Date: January 20, 2026

John E. McCarthy Jr., Esq., Zachary H. Schroeder, Esq., and Issac D. Schabes, Esq., Crowell & Moring LLP, for the protester.

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Colonel Justin A. Silverman, Isabelle P. Cutting, Esq., and Aaron J. Weaver, Esq., Department of the Air Force, for the agency.

Charmaine A. Stevenson, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's technical evaluation of the protester's proposal is denied where the record demonstrates the evaluation was reasonable and consistent with the solicitation.
 2. Protest challenging the agency's realism analysis of the awardee's professional employee compensation is denied where the record shows that the agency reasonably determined the proposed labor rates did not pose a significant risk to performance and reasonably used a market rate to evaluate proposed rates when the incumbent rate for a changed labor category was unreasonably high.
 3. Protest that the agency engaged in unequal discussions by engaging in interchanges with only one offeror is dismissed as an untimely challenge to terms of the solicitation where the solicitation expressly stated that the agency intended to make award without engaging in interchanges but reserved the right to engage in interchanges with only one, some, or all offerors.
 4. Protest challenging the best-value tradeoff is denied where the record shows that the selection decision was reasonable and consistent with the terms of the solicitation.
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DECISION

Inflowlogistics, LLC (Inflow), a small business of San Antonio, Texas, protests the issuance of a task order to Cherokee Nation Strategic Programs, LLC (CNSP), a small business of Tulsa, Oklahoma, under fair opportunity proposal request (FOPR) No. FA8773-24-F-0003, issued by the Department of the Air Force for training intelligence plans and exercise support for cyber readiness operations and weapons and tactics network defensive operations (also known as TRIPLECROWN II) at Joint Base San Antonio-Lackland in Texas. The protester contends that the agency unreasonably evaluated its technical proposal and CNSP's professional employee compensation, engaged in unequal discussions, and performed a flawed best-value tradeoff.

We deny the protest.

BACKGROUND

The agency issued the FOPR on November 7, 2023, to small business pool 1 contract holders of the General Services Administration's (GSA) One Acquisition Solution for Integrated Services (OASIS) governmentwide area contracts. Agency Report (AR), Tab 3, FOPR at 1.¹ The Air Force has a continuing requirement for offensive and defensive cyber operations, supporting defensive cyberspace operations and defensive global information grid operations missions for the 688 Cyberspace Wing (CW), 16th Air Force Commander, under the Air Combat Command. Contracting Officer's Statement (COS) at 2; AR, Tab 4, FOPR attach. 1, Performance Work Statement (PWS) at 4.

The FOPR required that the contractor provide essential skills and capabilities in 10 critical functional areas: operations training analysis, weapons and tactics analysis, intelligence analysis, operations planning analysis, exercise analysis, range management analysis, scenario development analysis, administrative support, readiness operations analysis, and standardization and evaluation (S&E) analysis. PWS at 4. The FOPR contemplated issuance of a hybrid fixed-price and cost-reimbursement task order with a period of performance consisting of a 1-year base period and four 1-year option periods. *Id.*

The FOPR stated that of the two evaluation factors, technical and price, the technical factor was significantly more important. AR, Tab 5, FOPR attach. 2, Instruction to Offerors (ITO) at 10. The technical factor included four subfactors, the first three of which presented scenarios, and were assigned the following weights: subfactor 1 scenario – evaluation of wing intelligence and operational staff (35 percent); subfactor 2 scenario – teamwork and application of best practices engagement and coordination (30 percent); subfactor 3 scenario – guidance and support providing continuity of operations of cyberspace capabilities (25 percent); and subfactor 4 – transition plan (10

¹ All page citations in this decision are to the Adobe Acrobat PDF page numbers.

percent). *Id.* at 9. Each subfactor was evaluated and assigned an adjectival rating and associated points as follows: outstanding (3 points); good (2 points); acceptable (1 point); or unacceptable (0 points). AR, Tab 25, Fair Opportunity Decision Document (FODD) at 10. An offeror's final score would be computed by multiplying the points earned for each subfactor by the assigned weight.

The agency received seven proposals, including from CNSP and Inflow. COS at 5. On August 2, 2024, the agency issued the task order to CNSP. *Id.* at 7. Inflow subsequently filed two protests with our Office challenging the selection of CNSP for task order award, in response to which the agency twice elected to take corrective action, which entailed reevaluating offerors' proposals. *Id.* at 7-11; *see also* AR, Tab 25, FODD at 3. In the agency's final evaluation of proposals, both CNSP and Inflow received the highest scores of 2.25 points under the technical factor; CNSP's proposed price of \$49,111,861 was lower than Inflow's proposed price of \$49,756,914. AR, Tab 25, FODD at 86. On August 14, 2025, the agency again selected CNSP for the task order. *Id.* at 90. On August 19, the agency notified Inflow that its offer was unsuccessful and provided Inflow with a written debriefing. COS at 11. This protest followed.²

DISCUSSION

The protester argues that the agency unreasonably evaluated its technical proposal, assigning unwarranted weaknesses and failing to identify multiple strengths in Inflow's proposal. The protester further contends that the agency's evaluation of professional employee compensation was flawed and unreasonably favored CNSP. Inflow also argues that the agency engaged in unequal discussions. Finally, the protester argues that the best-value tradeoff decision is flawed as a result of these errors, and contrary to the solicitation because the final award decision was based solely on price rather than technical superiority. We address these arguments in turn, and for the reasons discussed herein, find no basis on which to sustain the protest.

Technical Evaluation

The protester challenges two weaknesses identified by the agency under the subfactor 2 scenario – teamwork and application of best practices engagement and coordination. Inflow argues that the agency unreasonably downgraded its proposal under this subfactor, and the weaknesses are not reasonably based. Protest at 19-26.

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

² The task order is valued in excess of \$10 million, accordingly this protest is within our jurisdiction to hear protests of task orders placed under civilian agency indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f)(1)(B).

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 evaluation judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Verizon Bus. Network Servs., Inc.*, B-419271.5 *et al.*, Apr. 26, 2021, 2021 CPD ¶ 191 at 7.

As a general matter, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See *Enterprise Tech. Sols., Inc.*, B-422088, Dec. 20, 2023, 2023 CPD ¶ 289 at 3. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. An offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its proposal or risks that its proposal will be evaluated unfavorably where it fails to do so. *Alion Sci. & Tech. Corp.*, B-422664, Sept. 10, 2024, 2024 CPD ¶ 216 at 5-6.

For the teamwork and application of best practices engagement and coordination scenario, the FOPR stated as follows:

[Subject matter experts] will provide teamwork-centric services and carry out best practices to compliment functions provided to Headquarters Air Combat Command, [Sixteenth Air Force, 616th Operations Center], to directorates within the Wing, and to subordinate tactical operations units, both local and geographically separated. Actions will enhance foundational processes and functions spanning cyber operations planning, support and management, testing, coordination of assessment, analysis of capabilities, and orchestration of enabling services such as training, testing, and collaborative work groups. Support of capabilities will focus on outcomes geared to [Department of Defense Information Network] Operations and Defensive Cyber Operations.

ITO at 11-12. The FOPR required that offerors explain three aspects of performance under this scenario:

1. Explain how teamwork and applying best practices are essential in demonstrating the capability of providing core functional support and services.
2. Explain the steps in providing quality service and accomplishing assigned tasks within reasonable timeframes.

3. Explain how to provide effective service to geographically separated forces and a total force construct.

Id. at 12. The FOPR stated that the requirements would be met if the proposal presented a viable submission detailing the steps necessary to:

(1) generate ideas and ideas are passed on to others whether maintained in a centralized shared drive or maintained in a central repository or database for mutual use; (2) demonstrate good internal and external communications, organization email box use or good coordination practices to keep others informed; (3) stress good time/task management principles; and (4) demonstrate understanding of the effectiveness of in-person versus virtual capabilities. *Id.*

Inflow addressed the first aspect of performance under this scenario--explain how teamwork and applying best practices are essential in demonstrating the capability of providing core functional support and services--in its technical proposal, stating:

[DELETED].

AR, Tab 20, Inflow Technical Proposal at 11. Inflow further proposed its [DELETED]. *Id.*

Inflow further proposed to use [DELETED]. *Id.* at 12. Inflow also stated: “[DELETED].” *Id.*

The evaluators assigned Inflow’s proposal a rating of good for the subfactor 2 scenario – teamwork and application of best practices engagement and coordination. AR, Tab 23b, Technical Evaluation Team (TET) Consensus Report at 7. The evaluators identified a strength for Inflow’s thorough explanation of supporting multiple components at geographically dispersed locations. *Id.* However, the agency also identified two weaknesses related to how Inflow explained teamwork and applying best practices. The weaknesses, in pertinent part, stated:

Weakness 1: The Technical Proposal presents a flaw in the proposal that increases the risk of unsuccessful contract performance by proposing incomplete and inaccurate articulation and understanding of [DELETED]. They also mention the 10 functional areas to be supported multiple times but don’t demonstrate their knowledge beyond simply restating that these 10 functional areas exist. . . .

Weakness 2: The Technical Proposal presents a flaw in the proposal that increases the risk of unsuccessful contract performance by not explaining how they will provide teamwork, support services, or best practices that are essential to the Standardization and Evaluations (S&E) section of this requirement which is a flaw in the proposal that increases the risk of unsuccessful contract performance. The S&E section is a functional area

listed in the PWS and is a core function of the 688 CW mission; of the 10 functional areas, Stan/Eval was not specifically mentioned or referenced.

Id. at 8.

With respect to the first weakness, the protester argues that the agency erroneously concluded that Inflow did not fully understand [DELETED], and that the FOPR did not require offerors to provide a more adequate explanation of [DELETED] or all 10 functional areas. Protest at 21-24. The agency argues that the first weakness is reasonable because the purpose of [DELETED] is to facilitate the development of the tactical units, but Inflow incorrectly presented [DELETED] as a method of collaboration across functional areas and wing staff. Memorandum of Law (MOL) at 11-12. The agency further contends that the information provided in Inflow's proposal was insufficient and did not fully demonstrate its knowledge of the 10 functional areas beyond restating their existence. *Id.* at 12-13. The protester responds that its proposal did in fact describe [DELETED] in the same manner as the agency, thus this allegation should be sustained. Comments at 6-7.

On this record, we find no basis to question the reasonableness of the first weakness. As an initial matter, the protester's argument mischaracterizes the issue identified in the weakness by the agency. As stated, the agency's concern was not that Inflow inadequately described [DELETED], but that Inflow's explanation that [DELETED] meetings "[DELETED]" inaccurately described [DELETED] by incorrectly characterizing their purpose. See AR, Tab 20, Inflow Technical Proposal at 11. In this regard, the agency explains that Inflow's proposal presented [DELETED] as a method to collaborate across wing staff and functional areas, when its real purpose is to "[DELETED]." MOL at 11; COS at 13 (explaining [DELETED]). This explanation is consistent with the agency's contemporaneous evaluation in assessing the weakness that "the purpose of [DELETED]." AR, Tab 23b, TET Consensus Report at 7.

Even if the protester's later description of [DELETED] was more accurate and consistent with the purpose of [DELETED], the agency explains that this language was contradicted by the statement that "[DELETED]." MOL at 12. Moreover, the agency states that Inflow's proposal did not explain how the protester would [DELETED]. COS at 13. On this record, and given this language in Inflow's proposal, we agree with the agency that it reasonably questioned Inflow's understanding of [DELETED] effectively within the context of the required support.

In addition, the agency's concern that Inflow simply mentioned the 10 functional areas without further discussion is confirmed based on our review of Inflow's proposal. The [DELETED] accounted for half of the nearly two pages Inflow's proposal allotted to explain how teamwork and applying best practices are essential in demonstrating the capability of providing core functional support and services. While [DELETED] may have reflected [DELETED], Inflow's narrative response included three references to the 10 functional areas without additional elaboration. *E.g.*, AR, Tab 20, Inflow Technical Proposal at 11 ("[DELETED]..."). The protester argues that the FOPR did not require

more information than it included in its proposal, but the solicitation required offerors to “[e]xplain how teamwork and applying best practices are essential in demonstrating the capability of providing core functional support and services.” ITO at 12. Given this solicitation language, which required explanation of how teamwork and best practices would provide support and services for the functional areas, we find reasonable the agency’s conclusion that Inflow’s proposal was lacking in detail. Therefore, we deny this allegation.

Regarding the second weakness, the protester similarly argues it was erroneous for the agency to conclude that Inflow did not explain how it would support the S&E functional area because the FOPR did not require that offerors specifically mention or reference the S&E functional area in their proposals. Protest at 25-26. The protester also argues that the weakness is unreasonable because its proposal does in fact mention S&E, contrary to the statement in the weakness. Comments at 9-11.

We again find no basis to question the reasonableness of the second weakness. Agencies may properly evaluate a proposal based on considerations not expressly stated in the solicitation where those considerations are reasonably and logically encompassed within the stated evaluation criteria, and where there is a clear nexus between the stated and unstated criteria. *BES Fed. Sols. JV, LLC*, B-420550, B-420550.4, May 11, 2022, 2022 CPD ¶ 116 at 6. As relevant to this scenario, the S&E functional area requires that the contractor “oversee the facilitation, guidance, tracking, and documenting of standardization efforts across mission essential task areas . . . by providing templates, suggested content, and best practices.” PWS at 19.

While the FORP did not explicitly require that offerors address S&E under the subfactor 2 scenario, the nature of the requirements of the S&E functional area are prevalent in addressing the scenario’s requirement to explain teamwork and applying best practices. Moreover, as noted above, the solicitation required offerors to “[e]xplain how teamwork and applying best practices are essential in demonstrating the capability of providing core functional support and services”; S&E was one of the 10 functional areas and thus reasonably encompassed in this requirement. While the protester is correct that its response to the scenario mentioned S&E, these references appeared in the table 2 excerpt of its communication plan, but S&E is not discussed in any detail. See AR, Tab 20, Inflow Technical Proposal at 11. We have no basis to question the reasonableness of the agency’s concern that Inflow’s proposal lacked any discussion of the S&E functional area in response to this scenario. Therefore, we deny this allegation.

The protester also argues that the agency failed to assign Inflow multiple strengths and this failure created the illusion that Inflow was lower rated than CNSP under the

technical factor.³ Protest at 26-31. For example, Inflow argues that the agency should have assigned a strength for numerous aspects of its transition plan. Inflow argues there is no transition risk because Inflow is a subcontractor on the incumbent team and has [DELETED]. *Id.* at 29-30.

The solicitation defined a strength as “an aspect of the offeror’s proposal that has merit or exceeds the specified performance or capability requirements in a way that will be advantageous to the Government during the contract performance.” ITO at 10. The agency argues that Inflow’s incumbent status as it related to personnel retention was recognized and identified as a strength under the subfactor 1 scenario but did not warrant an additional strength under the transition plan subfactor. The agency further argues that Inflow’s transition plan to [DELETED], while potentially providing short term cost savings, did not warrant a strength because it did not align with the agency’s long-term staffing needs. MOL at 13-16.

In this regard, the agency explains that while Inflow stated it would [DELETED], its transition plan did not otherwise consider or address staffing additional personnel for increased requirements as compared to the incumbent contract or account for potential attrition among incumbent personnel. AR, Tab 32, Decl. of TET Lead at 4. The agency further explains that Inflow’s proposed [DELETED] was not considered advantageous because the FOPR identified [DELETED]. According to the agency, “leadership seeks to get ahead of these growth-related changes as soon as possible; the intent to [DELETED] did not meet the needs of the government.” *Id.* at 5; see PWS at 4 (stating the potential need for surge capacity of up to 20 percent “to meet mission-specific needs, such as rapidly escalating geopolitical events that increase the need for heightened defensive posture within the cyberspace environment”).

Here, the record shows that the agency identified a strength for Inflow’s transition plan related to its confidence that Inflow would meet deadlines for its clearance validation and account creation process and assigned a rating of good. AR, Tab 23b, TET Consensus Report at 17. We find the explanation provided by the agency credible that the other aspects of Inflow’s transition plan did not warrant a strength because they were not otherwise advantageous to the government. See *Epsilon, Inc.*, B-419278, B-419278.2, Feb. 2, 2021, 2021 CPD ¶ 71 at 4 (post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review if those explanations are credible and consistent with the contemporaneous record). On this record, we find no basis to conclude that the agency should have identified additional strengths for Inflow’s transition plan. Accordingly, we deny these allegations.

³ Although we do not address here all of the strengths Inflow alleges the agency unreasonably failed to identify, we have considered all of the protester’s arguments and find that none provide a basis to sustain the protest.

Professional Employee Compensation Realism Analysis

The protester argues that the agency performed a flawed evaluation of professional employee compensation that unreasonably favored CNSP. In this regard, the protester raises two main allegations. First, the protester argues that the agency unreasonably used a 15 percent threshold to determine whether offerors' unburdened hourly rates were unrealistically low as compared to incumbent rates. According to the protester, use of this threshold was arbitrary and unreasonable because the current workforce and their retention would be significantly impacted. Second, Inflow argues that CNSP offered a rock-bottom labor rate to fill the unit program coordinator journeyman labor category, and the agency should have found this labor rate unrealistically low, as well as [DELETED] other labor rates that fell below incumbent rates. Protest at 31-38; see *also* Comments at 17-21.

Here, the FOPR identified five contract line item numbers (CLINs); as relevant to the protest allegations, CLINs for labor and transition were fixed-price.⁴ ITO at 14. The FOPR stated that price proposals would be evaluated for price reasonableness, completeness, unbalanced pricing, and professional compensation plan realism in accordance with Federal Acquisition Regulation (FAR) provision 52.222-46, Evaluation of Compensation for Professional Employees. *Id.* at 14-15. To this end, the FOPR stated:

The Government will compare proposed rates to incumbent rates as available. If necessary (for example, where comparison to incumbent rates is not feasible), the Government may validate the offeror's supporting data and use a variety of resources and methods to evaluate the realism of the offeror's Professional Compensation Plan. This includes, but is not limited to comparing prices paid on prior or similar contracts, comparison of proposed pricing from multiple offerors, market data from one or multiple sources (e.g. Watson & Wyatt, Economic Research Institute [(ERI)], Bureau of Labor Statistics, Salary.com, etc.), or a combination of the above. The offeror's proposed professional compensation data may be evaluated at detailed or aggregate levels, or both.

Id. at 15.

The record shows that the requirement included 12 labor categories, nine of which were incumbent labor categories and three that were added as a result to changes in the agency's requirements. AR, Tab 25, FODD at 53. To assess proposed labor rates, the

⁴ The FOPR provided fixed amounts for the cost-reimbursement travel CLIN, instructed offerors to propose the data CLIN as not separately priced, and directed offerors to compute the contract access fee CLIN in accordance with the GSA OASIS pool 1 contract and ordering guide. ITO at 14.

agency compared all offerors' rates proposed against the nine incumbent labor category rates, and established market rates for comparison to the three new labor categories by using market data from multiple sources. *Id.* at 53-54. With respect to establishing a 15 percent threshold by which to compare rates, the agency explained:

The Government, using the evaluation team's collective experience and sound business judgment, established a threshold of no more than 15% difference for labor rates proposed below the incumbent's rates, recognizing that operating margins are known to vary of up to 15% on fixed-price contracts. Given the nature of competitive fixed-price work, the Government determined it would accept the risk that an offeror may need to raise wages from proposed levels by paying additional costs out of its operating margins, up to a 15% level. . . . By comparing offered prices to market rates, allowing the offeror to bear a reasonable margin of risk, within this 15% window, the Government has reasonable expectation that the offeror can maintain program continuity, provide uninterrupted high-quality work and maintain availability of required competent professional service employees. . . . [R]ates proposed more than 15% below established incumbent rates were deemed to present an unacceptable risk.

Id. at 54.

Related to its analysis of the unit program coordinator journeyman labor category rate, the agency identified a "systemic discrepancy" because four of the seven offerors proposed a labor rate that was more than 15 percent below the incumbent rate. *Id.* at 55. The record shows that based on a review of the historical workload data for this position, the TET chairman identified a September 2023 modification to the scope of work on the predecessor task order that reduced the required duties of the position. *Id.* at 55-56. Specifically, the review revealed:

This modification reduced the scope of support required of the Unit Program Coordinator position down from the 688th Cyber Wing ([estimated size of] [DELETED] military and civilian personnel) to the 688th Operational Support Squadron ([estimated] size of [DELETED] military and civilian personnel). The Unit Program Coordinator had to ensure Airmen's readiness to deploy, but now only for [DELETED] members rather than [DELETED]. . . . This reduction of responsibilities is consistent with change in the labor category position title from "Unit Program Coordinator" to "Unit Program Coordinator Journeyman."

Id. at 56. Using data from an ERI report, the agency identified an executive analyst labor category whose description it believed was comparable to the changed position requirements. For evaluation purposes, the agency established a market rate by using the average of the labor rate for an executive analyst from the ERI report and the average of the offerors' proposed rates for the labor category. *Id.* at 57-58. The labor

rate proposed by CNSP for this labor category was within 15 percent of the established market rate, and the agency accepted the proposed rate as realistic. *Id.* at 58.

As our Office has found, the purpose of a review of compensation for professional employees under FAR provision 52.222-46 is to evaluate whether offerors will obtain and keep the quality of professional services needed for adequate contract performance, and to evaluate whether offerors understand the nature of the work to be performed. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 6. In the context of fixed-price labor-hour contracts, our Office has concluded that this FAR provision anticipates an evaluation of whether an awardee understands the contract requirements and has proposed a compensation plan appropriate for those requirements--in effect, a price realism evaluation regarding an offeror's proposed compensation. *Id.* The depth of an agency's price realism 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. *Apogee Eng'g, LLC*, B-414829.2, B-414829.3, Feb. 21, 2019, 2019 CPD ¶ 85 at 8-9. Further, it is axiomatic that an agency's price evaluation must, at a minimum, comport with the terms of the solicitation. *NTT DATA Servs. Fed. Gov't, Inc.*, B-417235.2, B-417235.3, Jan. 2, 2020, 2020 CPD ¶ 19 at 3.

On this record, we agree with the agency that its evaluation was reasonable. See MOL at 16-24. First, as noted, the agency used a threshold of 15 percent below incumbent labor rates based on the collective experience of the evaluation team to determine whether a proposed labor rate was unrealistic and could present a risk to program success. AR, Tab 25, FODD at 54. In response to the protest, the contracting officer specifically explains:

This rationale was drawn from a [February 2022] study commissioned by the Under Secretary of Defense for Acquisition and Sustainment (USD A&S), Defense Pricing and Contracting which aptly justifies the agency's decision. (USD A&S Study^[5]). To expound, the agency found defense industry operating margins of up to 15% on fixed price contracts (on average approximately 10%), and due to the nature of competitive fixed-price work, the Government determined it would accept risk of up to 15% that an offeror may need to raise wages from proposed levels by paying additional costs out of its operating margins. (USD A&S Study at 8-10). By extending the threshold beyond the average margin, up to 15% gave offerors the capacity to be competitive with their professional compensation, as well as the basis for their professional compensation rates, without allowing for unrealistically low rates that could be detrimental to the performance of the TRIPLECROWN II requirement in a cybersecurity effort that cannot afford a loss in coverage due to unrealistic professional compensation.

⁵ The USD A&S study is available online at <https://www.acq.osd.mil/asda/dpc/pcf/docs/finance-study/DoD%20Study%20Appendix%20A%20-%20E.pdf>.

COS at 24. The contracting officer states that only [DELETED] of the 12 labor categories proposed by CNSP were below the incumbent or market rates used in the evaluation, ranging from [DELETED] to [DELETED] percent below. *Id.*; see also AR, Tab 25, FODD at 58. Other than its disagreement, the protester provides no basis for us to conclude that use of the 15 percent below threshold for comparing proposed rates to incumbent and market rates was unreasonable.

We also conclude that the agency's establishment of a market rate for the unit program coordinator journeyman labor category was reasonable. As discussed, the requirements of the position were reduced during performance of the incumbent task order, resulting in a change in the labor category position title, and the agency reasonably used market data and the offerors' proposed rates for this labor category to determine a more accurate rate for purposes of comparison in its evaluation. We find credible the agency's explanation for why it was determined that the incumbent rate was an unreliable benchmark, based on the majority of offerors' proposed rates having been significantly below the incumbent rate. In such a case, it was reasonable for the agency to use market data and offeror's proposed rates to determine a reasonable rate for purposes of the evaluation. Accordingly, we deny these allegations.

Unequal Discussions

The protester argues that the agency engaged in unequal discussions with offerors. Specifically, Inflow argues that the agency permitted only one offeror to extensively revise its technical and price proposal, and had it been afforded the same opportunity, Inflow could have revised its proposal to address the weaknesses identified by the agency and lower its proposed labor rate for the unit program coordinator journeyman to be more competitive. Protest at 38-40; see also Comments at 21-26. The agency argues that neither the solicitation nor FAR section 16.505 required that the agency engage in equal interchanges, and it was not required to engage in interchanges with Inflow just because it engaged in interchanges with another offeror. MOL at 25-26; see COS at 27-29 (explaining that the agency engaged in interchanges with an offeror whose proposal was later determined to be unawardable and eliminated from the competition).

Here, the solicitation expressly stated that the competition would be conducted in accordance with FAR section 16.505(b)(1) and was not subject to FAR subpart 15.3 procedures. ITO at 1. In this regard, the FOPR stated: "Interchanges are fluid interaction(s) between the [contracting officer] and the Offerors that may address any aspect of the proposal and may or may not be documented in real time. The Government intends to make award based on the initial proposal submissions without conducting interchanges." *Id.* at 8. The FOPR further stated that interchanges "may be conducted with one, some, or all offerors as the Government is not required to conduct interchanges with any or all Offerors responding to this FOPR." *Id.* at 9; see also *id.* at 6 ("The Government may award without interchanges but reserves the right to conduct interchanges if in the Government's best interests.").

The protester's allegation that the agency engaged in unequal discussions is tantamount to a challenge to the express terms of the solicitation that unambiguously advised the offerors that the agency might engage in interchanges with only one offeror. Our Bid Protest Regulations contain strict rules for the timely submission of protests. Our timeliness rules specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals must be filed before that time. 4 C.F.R. § 21.2(a)(1); *International Bus. Machines Corp.*, B-417596.10, Mar. 17, 2021, 2021 CPD ¶ 127 at 15. Our decisions have consistently concluded that post-award challenges to such clearly announced ground rules are untimely. See *Inmarsat Gov't, Inc.*, B-422788, Oct. 23, 2024, 2024 CPD ¶ 251 at 8-9 (dismissing as untimely a challenge to the agency's conduct of discussions where the solicitation expressly stated the agency could enter into interchanges with only one offeror). The solicitation clearly notified offerors that the agency might conduct interchanges with only one offeror. The time to challenge this alleged violation of the FAR was prior to the submission of proposals. Accordingly, we dismiss this allegation.⁶

Best-Value Tradeoff

Finally, the protester argues that the best-value determination is flawed. Inflow alleges that in addition to the underlying evaluation errors, the selection decision is not in accordance with the FOPR. According to the protester, the decision authority was misled to think that CNSP's proposal was more advantageous and failed to consider all the strengths identified by the evaluators in Inflow's proposal. Protest at 40-43. Specifically, the protester argues that the selection was improperly based solely on price rather than a qualitative assessment of the technical merit of the proposals as required by the FOPR. *Id.*; see also Comments at 26-32.

The agency argues that the best-value determination was made in accordance with the FOPR, and the protester's derivative allegation does not establish independent bases for protest. The agency argues the evaluation was reasonable, the decision authority was fully aware of the strengths in Inflow's and CNSP's proposals and made a fair and reasonable selection decision in accordance with the stated selection criteria. COS at 29-31; MOL at 27.

The FOPR stated that award would be made to the offeror whose proposal results in the best value to the government. ITO at 7. Specifically, the FOPR stated:

⁶ We also conclude that the protester cannot demonstrate that it was prejudiced by the agency's action because the agency did not engage in interchanges with the awardee, CNSP, therefore the agency's conduct of interchanges had no impact on the award decision. See *Qwest Gov't Servs.*, B-419271.4, B-419271.7, Apr. 14, 2021, 21 CPD ¶ 169 at 9-10 n.7 (explaining that where an agency conducts discussions with one offeror but does not conduct discussions with the protester or the awardee, the protester cannot demonstrate prejudice).

To select the Offeror that is best suited to fulfill the requirements of the FOPR, the Government will conclude its analysis with an integrated assessment. The analysis will be based on the Offeror's responses to the factors/subfactors outlined in the FOPR, given their stated relative order of importance. Technical is significantly more important than Price.

Id. at 9. The FOPR further advised that based on the ratings and associated points assigned, the points would be multiplied by the relative weight of each subfactor. *Id.* Thereafter, the agency would assess offerors' proposals as follows:

The resulting scores will then be added together to arrive at an overall resulting technical score. The total evaluated price (TEP) will be divided by the overall resulting technical score to arrive at a price to technical ratio. The ratios are a tool for presenting to the Decision Authority (DA) a clearly reviewable ratio. The DA may still elect to make award to other than the lowest ratio if the merits of another proposal would be more advantageous to the Government. This ratio will aid the [DA's] best value decision, based on the assessment of value associated with the ratios of cost to overall technical score of each eligible Offeror.

Id. As noted, both CNSP and Inflow received 2.25 points under the technical factor. Specifically, both offerors were rated as outstanding under the subfactor 3 scenario – guidance and support providing continuity of operations of cyberspace capabilities, and good under the remaining three subfactors. AR, Tab 25, FODD at 86. CNSP's proposed price of \$49,111,861 was lower than Inflow's proposed price of \$49,756,914, resulting in a lower price/technical ratio in favor of CNSP (21.8 for CNSP versus 22.1 for Inflow). *Id.* ("A lower Price/Technical ratio is a positive indicator for offerors based on this specific ranking aid. . . . CNSP. . . had the lowest Price/Technical ratio among all offerors.").

The DA also performed a comparative assessment of the proposals submitted by CNSP and Inflow. *Id.* at 89. The DA identified strengths exhibited in each offeror's proposal and noted that they had identical ratings and scores. The DA further stated: "Inflow's proposal did not include some key proposal points which, had they provided, may have warranted a higher technical rating or a different best value tradeoff." *Id.* The DA cited the first weakness identified as under Inflow's subfactor 2 scenario as the basis for finding that CNSP presented the best value to the government, while noting that the price-technical ratio was only a tool but "does not dictate the decision." *Id.*

Contrary to Inflow's argument, the record does not demonstrate that the award to CNSP was based solely on the difference in price, rather than on consideration of the technical merit of the proposals. As noted, the DA expressly concluded that despite the same technical ratings, "lacking aspects of Inflow's proposal did not provide me with the confidence to make a different decision and furthermore served to boost my confidence and justification that the best value decision is to award the [task order] to [CNSP]." *Id.*

The DA substantively considered the strengths and weaknesses assigned to the proposals and concluded that “CNSP’s strengths highlight their analysis of personnel and procedures that are more in line with the demands of 688 [Cyberspace Wing] leadership priorities and strategic roadmap.” *Id.* at 89. On this record, we find the selection decision was reasonable, therefore, we deny this allegation.

The protest is denied.

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General Counsel