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Decision

Matter of: EEC-Lukos JV, LLC

File: B-423464.2; B-423464.3

Date: January 27, 2026

Mary Pat Buckenmeyer, Esq., Ryan C. Bradel, Esq., P. Tyson Marx, Esq., and Nicholas L. Perry, Esq., Ward & Berry, PLLC, for the protester.

Jonathan D. Perrone, Esq., Timothy J. Turner, Esq., and Joshua Sather, Esq., Centre Law & Consulting, LLC, for Skybridge Tactical, LLC; and Jackson W. Moore, Jr., Esq., Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP, for Seventh Dimension, LLC, the intervenors.

Colonel Justin A. Silverman, Kelsi J. Pilcher, Esq., and Alanna Whybrew, Esq., Department of the Air Force, for the agency.

Jacob M. Talcott, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of proposals is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.

DECISION

EEC-Lukos JV, LLC (ELJV), a small business of Haines City, Florida, protests the award of multiple indefinite-delivery, indefinite-quantity contracts under request for proposals (RFP) No. H9224025R0001, issued by the Department of the Navy, Naval Special Warfare (NSW) Command, for services to support the day-to-day operations in all mission areas for the NSW Command.¹ The protester contends that the agency unreasonably evaluated proposals, resulting in a flawed source selection decision.

We deny the protest.

¹ The awardees include: Ascendancy One, LLC, of Virginia Beach, Virginia; People, Technology & Processes, of Tampa, Florida; Spathe Strategic Support JV, LLC, of Belleair, Florida; Seventh Dimension, LLC, of Mocksville, North Carolina; and Skybridge Tactical, LLC, of Tampa, Florida. Agency Report (AR), Tab 23, Source Selection Decision Document (SSDD) at 4.

BACKGROUND

The agency issued the solicitation on November 5, 2024, as a set-aside for small businesses, in accordance with Federal Acquisition Regulation (FAR) part 15. Contracting Officer's Statement (COS) at 2. The RFP sought services to support the day-to-day operations of the NSW Command in all mission areas. The solicitation anticipated the award of five indefinite-delivery, indefinite-quantity (IDIQ) contracts, with fixed-price and cost-reimbursable contract line item numbers, for a base ordering period of five years and one 2-year option ordering period.² AR, Tab 3, RFP at 41; COS at 2. The due date for proposals was December 5, 2024. RFP at 1.

The solicitation established that the agency would evaluate two factors: technical proposal substantiating data and cost/price, and make award to offerors with the highest technically rated proposals and reasonable prices. RFP at 51. The RFP also provided for the evaluation of a transition plan on an acceptable/unacceptable basis. *Id.* at 52. For the technical proposal substantiating data factor, offerors were to provide up to five "work samples" of previous contracts or task orders.³ *Id.* at 47. Offerors were to rate and substantiate each sample--thus providing a self-score for each sample--based on eight categories.⁴ *Id.* at 54-56. As relevant here, the solicitation noted that the agency would eliminate a proposal from the competition if, during evaluation, the proposal received numerous point deductions to an offeror's self-score due to "ambiguous, deceptive, faulty, misleading, or inadequate supporting documentation." *Id.* at 51. For the cost/price volume, offerors were to complete a price template with the total evaluated price, calculated based on a sampling of various labor categories across all ordering periods; offerors also were to provide a total compensation plan as part of their price narrative. *Id.* at 48.

The solicitation provided for submission of proposals with the following volumes: contract documentation administrative, transition plan, technical proposal substantiating

² The subject contracts, referred to as the Maritime Special Operations Forces Support (MSOFS) 2.0 contracts, are a re-compete of the MSOFS 1.0 contracts that were awarded March 20, 2020. COS at 2.

³ The solicitation defined an acceptable work sample as a standalone contract, or task order issued under an IDIQ contract. RFP at 48.

⁴ The categories included: (1) total number of positions, (2) the geographic locations, (3) the positions transitioned in fourteen days, (4) the positions for logistics support, (5) positions for intelligence program support, (6) positions for training support, (7) retention rate, and (8) experience at filling positions with the required level of clearance. RFP at 54-56.

data, and cost/price.⁵ RFP at 44-45. In conducting its evaluation, the agency would first rank proposals based on each offeror's self-score under the technical proposal substantiating data factor. *Id.* The agency then would take the five proposals with the highest scores and perform a three-step evaluation process. *Id.* Under step one, the agency would conduct an acceptability (solicitation conformance) review. *Id.* Under step two, the agency would evaluate the transition plan of each proposal that passed step one on an acceptable/unacceptable basis. *Id.* Under step three, the agency would validate each offeror's self-score worksheet. *Id.* Once the top five proposals were verified, the agency would evaluate price proposals to ensure the proposed price was fair and reasonable, and that the total compensation plan was realistic. *Id.* The five proposals that passed through all three steps of the evaluation would represent the highest technically rated offers and thus, would receive an award. *Id.*

Initial Awards and Corrective Action

The agency received twelve proposals by the due date for proposals. AR, Tab 23, SSDD at 1. In accordance with the terms of the solicitation, the agency ranked proposals based on each offeror's self-score and then evaluated proposals under the three steps listed above.⁶ *Id.* at 2. Although the agency received twelve proposals, three proposals were removed from competition during the evaluation. *See id.* The final evaluation results for the top five proposals and ELJV's proposal were as follows:

⁵ For the contract documentation administrative volume, offerors were to provide "all required administrative documentation" not provided in the technical proposal volume or cost/price volume, such as authorized offeror personnel, teaming agreements, and security plans. *Id.* at 46. For the transition plan, offerors were to provide, among other things, an explanation of the offeror's ability to timely place qualified personnel in the required positions and transition timelines that support the narrative approach for the contract. RFP at 47.

⁶ The agency notes that not all proposals passed each step of the process, which resulted in changes to the top five proposals throughout the evaluation process. AR, Tab 23, SSDD at 1.

	Initial Self-Score	Solicitation Conformance Review	Transition Plan	Adjusted Self-Score	Final Ranking	TEP
Offeror One	2433	Acceptable	Acceptable	2433	1	\$36,737,070
Offeror Two	2408	Acceptable	Acceptable	2320	4	\$51,360,857
Offeror Three	2396	Acceptable	Acceptable	2376	2	\$59,256,340
Seventh Dimension	2377	Acceptable	Acceptable	2351	3	\$44,911,939
Skybridge	2360	Acceptable	Acceptable	2113	5	\$54,768,639
ELJV	2056	N/A	N/A	N/A	6	N/A

Id. at 3. As listed above, five proposals, including Skybridge’s proposal, were selected for award. *Id.* Because ELJV’s self-score was lower than the self-scores of the other five offerors, its proposal was ranked sixth, and consequently, it was not evaluated or selected for award. *Id.*

On April 16, 2025, ELJV filed a protest with our Office, challenging the agency’s evaluation and award decision. AR, Tab 24, ELJV First Protest at 1. Specifically, ELJV argued that the agency failed to properly evaluate professional employee compensation and conduct a reasonable price realism analysis. *Id.* at 8-13. ELJV further asserted that the agency failed to eliminate Skybridge’s proposal from the competition due to an ambiguous, faulty, misleading, and inadequately supported self-score. *Id.* at 13-15. Subsequent to the filing of the protest, the agency informed our Office that it intended to take corrective action. AR, Tab 25, Notice of Corrective Action at 1. Specifically, the agency stated that it would conduct a new price realism analysis and take any other corrective action that it deemed necessary, including, if warranted, making a new award decision. *Id.* Based on the agency’s proposed corrective action, our Office dismissed the protest as academic on May 23, 2025. *EEC-Lukos JV, LLC*, B-423464, May 23, 2025 (unpublished decision).

Reevaluation and Current Protest

Following dismissal of the protest, the agency conducted a “comprehensive and holistic re-evaluation of price realism.” AR, Tab 27, Corrective Action Addendum at 8. In conducting its reevaluation, the agency noted that the five awardees did not have any total compensation plan rates that fell below two standard deviations from the mean, which was the agency’s “benchmark for realism.” *Id.* The agency further explained that all awardees provided competitive fringe benefit packages that met or exceeded the industry standards, including health insurance, retirement matching, paid time off, and professional development opportunities. *Id.* Based on these findings, the agency concluded that there were “no substantial compensation-related risks that would impact contract performance,” and on August 29, 2025, notified ELJV that it had affirmed the five awards previously made. *Id.*; Protest at 2. This protest follows.

DISCUSSION

ELJV raises several challenges to the agency's evaluation of proposals. Specifically, ELJV asserts that the agency: (1) failed to properly evaluate price proposals; (2) should have eliminated Skybridge's proposal from the competition due to a purportedly "deceptive" self-score; and (3) failed to make a proper highest technically rated offeror determination. Protest at 11; see *also* Comments and Supp. Protest at 2. For the reasons discussed below, we deny the protest.⁷

Challenge to Price Realism Analysis

As mentioned above, the protester first challenges the agency's price realism evaluation. Specifically, the protester argues that the agency should have concluded that the total evaluated prices (TEP) submitted by offeror one and Seventh Dimension were unrealistic, and thus, eliminated the offerors from the competition. Protest at 16. The protester also argues that it was unreasonable for the agency to use "two standard deviations from the mean" to evaluate realism. *Id.* at 17.

Where an RFP contemplates the award of a fixed-price contract or a fixed-price portion of a contract, an agency may, as here, provide in the solicitation for the use of a price realism analysis to measure an offeror's understanding of the requirements or to assess the risk inherent in a proposal. *HBC Mgmt. Servs., Inc.*, B-408885.2, May 9, 2014, 2014 CPD ¶ 149 at 3. Our Office has repeatedly concluded that the depth of an agency's price realism analysis is a matter within the sound exercise of the agency's discretion and our review of a price realism analysis is limited to determining whether it was reasonable and consistent with the terms of the solicitation. *Id.*

The solicitation provided that the agency would evaluate the "realism of the proposed total compensation plan (Unburden Wage Rates and Fringe Benefits) to support the requirements of FAR [provision] 52.222-46--Evaluation of [Compensation for Professional Employees]"⁸ to determine whether an offeror's total compensation plan demonstrates that the offeror "understands the contract requirements, and [has] proposed a compensation plan appropriate for those requirements." RFP at 50, 58.

As pertinent to this protest and required by the RFP, in responding to this requirement, offeror one and Seventh Dimension submitted total compensation plans as part of their price proposals. AR, Tab 17, Offeror One Proposal, Vol. III at 1-14.; Tab 18, Seventh

⁷ Although we do not address every argument raised by the protester, we have considered all of them and find that none provide a basis to sustain the protest.

⁸ Section 52.222-46(b) of this provision provides that, in conducting an analysis of professional compensation, an agency should determine whether the offeror has demonstrated "a clear understanding of the work to be performed" and "the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives."

Dimension Proposal at 314-332. These plans explained the basis of the offerors' price methodologies, including detailing the methodology for how the offerors calculated their proposed fully burdened labor rates; explaining their strategies for attracting, retaining, and motivating a professional workforce that aligns with the RFP requirements; and detailing the market research and validation methods used for establishing their proposed rates to ensure fairness, competitiveness, and realism. AR, Tab 17, Offeror One Proposal at 1-14; Tab 18, Seventh Dimension Proposal at 316-332. These two offerors also completed and submitted a pricing worksheet, provided as attachment 3 to the RFP, which included a sampling of labor categories for the requirement. RFP at 48. For each labor category, the pricing worksheet required that the offerors propose fully burdened labor rates, inclusive of fringe, overhead, general and administrative expenses, profit, and subcontract management fees. *Id.* In addition, as part of its corrective action, the agency requested that all five awardees and ELJV (as the 6th ranked offeror) complete a government-provided excel spreadsheet with a breakdown of their fully burdened labor rates, which both offeror one and Seventh Dimension provided. AR, Tab 27, Corrective Action Addendum at 2.

In conducting the price realism evaluation, the agency explained that its process included "using a holistic approach" that involved reviewing the compensation plans submitted as part of the awardees' narrative proposals, reviewing the offerors' retention rates, comparing the offerors' proposed rates to incumbent rates, and conducting a statistical analysis of the unburdened labor rates and fringe benefits proposed by each awardee for the professional service labor categories. AR, Tab 27, Corrective Action Addendum at 2. In conducting the statistical analysis, the agency compared each offeror's proposed rate (*i.e.*, the sum of an offeror's unburdened labor rate and its fringe dollar amount for each professional service labor category across three different skill levels and four locations) to the average of all proposed rates; the agency then determined whether the proposed rates were within two standard deviations of the mean for that category. *Id.* at 3-4. Any rate below the two standard deviation threshold would be considered unrealistic. *Id.* at 4.

The agency found that none of the five awardees, including offeror one or Seventh Dimension, had any rates that fell below two standard deviations from the mean. *Id.* at 8. The agency also compared the fully burdened labor rates of all five awardees and ELJV to each other, as well as to the fully burdened labor rates of three incumbent contractors from the previous iteration of this requirement. *Id.* at 2. The agency concluded that although it found some lower and some higher proposed fully burdened labor rates among the awardees, most of the proposed rates across all five awardees increased from the last ordering period of the previous iteration of this requirement. *Id.* Based on this comparison, along with the statistical analysis and review of the offerors' proposed total compensation plans, the agency concluded that all of the proposed rates for each awardee were realistic such that the awardees would be able to "maintain program continuity, provide uninterrupted work, and maintain availability of required competent professional employees." *Id.* at 2. Furthermore, the agency found that the awardees' "salaries proposed across varying locations and skill levels appropriately consider the complexity of [the] professional disciplines and job requirements." AR,

Tab 29, SSDD Addendum at 2. Ultimately, the agency concluded that “[b]ased on the comprehensive and holistic TCP [total compensation plan] analysis conducted as part of the corrective action, [it] found no substantial compensation-related risks for any of the awardees that would impact contract performance.”⁹ *Id.*

As mentioned above, the protester challenges the agency’s price evaluation, asserting that the agency failed to conduct a reasonable price realism analysis during corrective action. Protest at 17. Specifically, the protester argues that the average hourly rates submitted by offeror one and Seventh Dimension “must be” unrealistic because their TEPs were “significantly below” ELJV’s TEP.¹⁰ *Id.* at 16-17 (asserting that the TEPs of offeror one (\$36,737,070) and Seventh Dimension (\$44,911,939) are “less than ELJV’s total price of \$56,196,489.” In addition, the protester argues that it was unreasonable for the agency to use “two standard deviations from the mean” to evaluate realism. Protest at 17. According to the protester, the agency should have used the “generally acceptable one standard deviation from the mean methodology,” which the protester asserts, would have resulted in the elimination of offeror one and Seventh Dimension from the competition. *Id.* at 20. The agency responds that its analysis of these two offerors and the use of a two standard deviation methodology was reasonable and in accordance with the terms of the solicitation. AR, Tab 2, Memorandum of Law (MOL) at 8.

Based on our review of the record, we have no basis to object to the agency’s evaluation. As discussed above, the solicitation provided that the agency would evaluate the realism of the proposed total compensation plan (unburdened wage rates and fringe benefits) to determine whether an offeror’s total compensation plan demonstrated that the offeror understood the contract requirements, and proposed a

⁹ In addition, specific to offeror one, in evaluating offeror one’s price proposal, the agency noted that the offeror used salary data of “previous and existing employees, consultants, and subcontractors in identical or similar locations performing similar work as a basis for comparison.” AR, Tab 27, Corrective Action Addendum at 6. The agency also explained that offeror one’s proposed fringe benefits were “in line with industry standards” and include, for example, [DELETED]. *Id.*

In light of these considerations, the agency concluded that it had no concern that the offeror failed to comprehend the complexity of the requirements. *Id.* Similarly, for Seventh Dimension, the agency noted that its compensation levels reflected a “clear understanding of the work” and indicated “the capability of the proposed compensation structure to obtain and keep suitably qualified personnel.” *Id.* at 5. The agency specifically concluded that the offeror’s plan would provide its employees with “a wide variety of fringe benefits,” such as a [DELETED], that would aid in recruiting qualified personnel. *Id.* The agency also found that, in reviewing the offeror’s ability to retain employees, it had one of the top scores among all offerors. *Id.* Accordingly, the agency reaffirmed its conclusion that both offerors’ prices were realistic. *Id.* at 5-6.

¹⁰ While not evaluated by the agency, the protester states that its price was \$56,196,489. Protest at 16.

compensation plan appropriate for those requirements. RFP at 50, 58. To achieve this end, the agency conducted a holistic evaluation considering the offerors' proposed compensation plans, including their retention rates. AR, Tab 27, Corrective Action Addendum at 2. The agency also compared each individual offeror's proposed rates to the mean of all rates proposed for this requirement across three different skill levels and four locations, confirming that all five awardees proposed rates within two standard deviations of the mean. AR, Tab 27, Corrective Action Addendum at 8. The agency further compared the fully burdened labor rates from the previous iteration of this requirement to the fully burdened labor rates of the five awardees for the current requirement. *Id.* at 2. Ultimately, the record reflects that the agency conducted a comprehensive price realism evaluation based on the statistical analysis and review of the offerors' proposed total compensation plans and concluded that all of the proposed rates for each awardee were realistic such that the awardees would be able to maintain program continuity, provide uninterrupted work, and maintain availability of required competent professional employees. AR, Tab 27, SSDD Addendum at 2-9.

While the protester contends that the proposed rates submitted by offeror one and Seventh Dimension "must be" unrealistic because their TEPs were significantly below ELJV's TEP, other than this general assertion, the protester has failed to demonstrate how any of the proposed rates are too low. To the extent that the protester maintains that the agency should have conducted a more expansive price realism evaluation, the depth of analysis performed on the compensation plans is a matter left to the sound discretion of the government. See *Advanced Sys. Tech. & Mgmt., Inc.*, B-291529, Dec. 20, 2002, 2002 CPD ¶ 219 at 2. Here, the protester's disagreement with the evaluation, without more, is insufficient to demonstrate that the evaluation was unreasonable.

We also find no basis to object to the agency's use of statistical analysis to evaluate realism. In conducting the evaluation, the contracting officer noted that she arrived at the two standard deviation methodology for identifying risk, by "taking into account the Agency's holistic evaluation of the Offerors' Total Compensation Plans and the Agency's programmatic knowledge of the requirements over its ten-year history of managing iterations of [the] contracts." AR, Tab 27, Corrective Action Addendum at 3; COS at 17. The contracting officer further explains in response to the protest that this programmatic knowledge included understanding that the contractors are given "maximum flexibility" in determining the appropriate labor category and skill level to respond to the requirements, which, as a result, can lead to a range in pricing from the use of discounted rates to ceiling rates on any particular task order. COS at 17. As explained by the contracting officer, the two standard deviation methodology accounted for that flexibility while ensuring unrealistic rates and unacceptable risks were identified. *Id.*

Although the protester argues that the agency should have used one standard deviation instead of two for its analysis, the protester has failed to demonstrate that the agency's rationale for selecting two standard deviations was unreasonable. In addition, we have found the use of a two standard deviation methodology reasonable where it goes beyond a mere mechanical application of the formula without further analysis. *Compare*

CrowderGulf, LLC et al., B-418693.9 *et al.*, Mar. 25, 2022, 2022 CPD ¶ 90 at 15-16 (denying challenge to agency's use of two standard deviation methodology where agency used the standard deviation as a "starting point" before engaging in further analysis to ensure pricing was balanced or reasonable), *with Multimax, Inc. et al.*, B-298249.6 *et al.*, Oct. 24, 2006, 2006 CPD ¶ 165 at 11 (sustaining challenge to agency's use of two standard deviation methodology where agency engaged in a mechanical application of the formula without any additional analysis of potentially unreasonable pricing).

Here, the protester does not assert, nor does the record reflect, that the agency applied the two standard deviation threshold mechanically or that the agency found, for example, widely disparate labor rates to be realistic using this approach. See *Multimax, Inc. et al.*, *supra*. Instead, the record reflects, as detailed above, that the agency used this standard deviation formula in conjunction with other price analyses. Although the protester asserts that the agency could have used another methodology, the option to do so does not mean that the selected methodology was unreasonable. Without more, the protester's disagreement with the agency's evaluation fails to provide a basis to sustain this protest ground. See *HBC Mgmt. Servs., Inc.*, *supra* (stating that the extent of a price realism analysis is within the sound exercise of the agency's discretion and agencies are free to use a number of techniques in assessing price realism). Accordingly, this protest ground is denied.¹¹

Challenge to the Evaluation of Skybridge's Proposal

ELJV next raises two challenges to the evaluation of Skybridge's proposal. First, the protester argues that Skybridge should have been eliminated from the competition because its proposal contained "several instances" of "ambiguous, deceptive, faulty, misleading, or inadequate documentation." Protest at 22. Second, the protester argues that the agency improperly validated Skybridge's claimed points for its second work sample. Comments and Supp. Protest at 10. For reasons discussed below, we deny these protest grounds.

The solicitation required offerors to submit up to five work samples of prior contracts or task orders and to complete a self-scoring worksheet for each sample. RFP at 52. Offerors were to rate the sample based on the following eight categories: (1) total number of positions, (2) the geographic locations, (3) the positions transitioned in fourteen days, (4) the positions for logistics support, (5) positions for intelligence program support, (6) positions for training support, (7) retention rate, and (8) experience at filling positions with the required level of clearance. *Id.* at 54-57. The solicitation

¹¹ We also note that while the agency utilized a two standard deviation methodology, this analysis was only one part of the total compensation plan evaluation. See AR, Tab 27, Corrective Action Addendum at 2-4. The agency also evaluated numerous aspects of the technical evaluation that overlapped with the aim of FAR provision 52.222-46 to obtain and keep suitably qualified personnel on contract to meet mission objectives. See *id.*

required offerors to substantiate each work sample and its rating, which the agency would then review to determine whether the cited work samples met the criteria outlined in the solicitation. *Id.* at 54. The solicitation further provided that the agency would eliminate a proposal from the competition if the proposal received numerous point deductions based on “ambiguous, deceptive, faulty, misleading, or inadequate supporting documentation.” *Id.* at 51.

As mentioned above, ELJV argues that Skybridge should have been eliminated from the competition because its proposal contained “several instances” of “ambiguous, deceptive, faulty, misleading, or inadequate documentation.” Protest at 22. The protester bases this protest ground on the agency’s “significant reduction” to Skybridge’s self-scoring worksheet. *Id.* The agency responds that the “mere reduction” of a score, without more, does not indicate that a proposal should be eliminated from the competition. MOL at 18.

As relevant here, the agency deducted 247 points out of the 2360 points that Skybridge assigned its proposal. AR, Tab 21, Source Selection Evaluation Board (SSEB) Report at 45. Specifically, the agency deducted 240 points from Skybridge’s second work sample under category 4 (positions for logistics support), and the agency deducted 6.84 points (rounded to 7 points) from Skybridge’s five work samples under category 7 (retention rate). *See id.* at 46-48. For Skybridge’s second work sample, the agency deducted 240 points from the 400 self-scored points under category 4 because the work sample did not include documentation to indicate whether the personnel met the certification requirements of the performance work statement. *See id.* at 46. For work samples one through five under category 7, the agency deducted 7 points from the 320 self-scored points due to a few documentation and mathematical discrepancies (*e.g.*, the agency changed the retention rate for work sample four from 24/25 employees retained to 25/29 employees retained). *See id.* at 48.

In response to ELJV’s assertion that the agency should have eliminated Skybridge’s proposal due to ambiguous, deceptive, faulty, misleading, or inadequate documentation, the agency explains that while point deductions occurred, the deductions were not due to a disingenuous or artificial inflation of points by Skybridge; instead, the agency, in its independent judgment, disagreed with the assessment provided by the offeror and adjusted the points accordingly. COS at 22-23. In this regard, the agency notes that the majority of the point deductions stemmed from Skybridge’s failure to provide a certification for one work sample. *Id.*; *see also* AR, Tab 21, SSEB Report at 46. The remaining seven points were deducted due to a difference in retention rate calculation. COS at 23; *see also* AR, Tab 21, SSEB Report at 48. In total, only 247 points out of the 2360 self-score points were deducted by the agency, which does not support the protester’s argument that the Skybridge’s self-scoring was done in bad faith. COS at 22.

Based on our review, we find nothing unreasonable regarding the agency’s evaluation. As an initial matter, the solicitation did not provide that a proposal would be removed from the competition simply for having numerous point deductions; instead, the RFP

provided that the agency would remove a proposal from the competition for numerous point deductions that were based on ambiguous, deceptive, faulty, misleading, or inadequate supporting documentation. RFP at 51. Although the protester asserts that numerous deductions to a proposal necessarily indicate, at a minimum, that the proposal contained inadequate documentation, the solicitation did not provide for an evaluation on this basis. See Protest at 22. As such, the protester's general assertion that the agency's reduction in points means the offeror provided inadequate supporting documentation fails to provide a basis to sustain the protest. Furthermore, there is no indication in the record, nor has the protester demonstrated in its filings, that the reduction in Skybridge's self-score was in any way based on ambiguous, deceptive, faulty, misleading, or inadequate supporting documentation. Instead, the protester presents only a disagreement with the evaluation, which, without more, is insufficient to demonstrate that the evaluation was unreasonable. As such, this protest ground is denied.

We also have no basis to sustain the protester's assertion that the agency improperly validated Skybridge's claimed points for categories two and three for its second work sample. Comments and Supp. Protest at 10. In this regard, ELJV argues that the work referenced in Skybridge's second work sample "was not germane" to any of the work listed in the solicitation, and therefore, the agency should not have validated Skybridge's self-scored points for categories two and three. *Id.* at 10-11. The agency responds that the evaluation was reasonable and that the protester incorrectly assumes that each work position within a work sample needed to be directly tied to a labor category in the solicitation. Supp. COS/MOL at 3.

As discussed above, the solicitation defined an "acceptable work sample" as a standalone contract, or task order issued under an IDIQ contract. RFP at 48. The solicitation further provided that offerors were to score each work sample based on the definitions for each category. As relevant here, category two required offerors to rate the sample based on the number of samples where the work occurred in at least two separate geographic locations. *Id.* at 55. Category three required offerors to rate the sample based on the number of positions staffed with properly qualified and experienced personnel within fourteen days of the start date for performance. *Id.* The record reflects that the agency evaluated Skybridge's proposal in accordance with these requirements. See AR, 21, SSEB Report at 45-46 (stating that work sample one and two "showed two geographically separated performance locations," and that work sample two demonstrated sufficient evidence of position transitions within 14 days). Contrary to the protester's position, there was no requirement for the agency to deduct points from an offeror's self-score because the cited work was not "germane" to the requirements of the solicitation. The protester has failed to demonstrate that the agency's evaluation was unreasonable. Accordingly, this protest ground is denied.¹²

¹² While the protester raises additional challenges to the agency's price realism analysis, these arguments, in essence, assert only that the price realism analysis lacked sufficient detail. See Comments and Supp. Protest at 16 (asserting that the analysis
(continued...)

Challenge to the Tradeoff Decision

Finally, ELJV contends that the agency's tradeoff decision was unreasonable due to the purported flaws in the underlying evaluation. See Comments and Supp. Protest at 20. This allegation is based on ELJV's various challenges to the agency's evaluation, all of which we have denied as set forth above. Thus, we dismiss this allegation because it does not establish an independent basis of protest. *CPS Professional Services, LLC d/b/a CATHEXIS*, B-417928.2, Feb. 5, 2020, 2020 CPD ¶ 69 at 6 n.5

The protest is denied.

Edda Emmanuelli Perez
General Counsel

"glosses over and ignores" the ceiling rates proposed by offerors). While we do not specifically address these arguments, we note that, as a general matter, agencies are not required to verify each and every aspect of an offeror's proposed price when conducting a realism analysis. See *Optex Sys., Inc.*, B-408591, Oct. 30, 2013, 2013 CPD ¶ 244 at 5-6 (denying a protest where protester sought "a far more detailed level of review" than required by the solicitation or regulation). As discussed above, we find the agency's evaluation to be unobjectionable here.