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Decision

Matter of: FusionEdge Solutions, LLC

File: B-423829.2; B-423829.7

Date: August 27, 2026

Jeremy W. Dutra, Esq., and Karen R. Harbaugh, Esq., Squire Patton Boggs-US, LLP, for the protester.

Hunter M. Drake, Esq., and Emily J. Chancey, Esq., Maynard Nexsen PC, for BridgePhase, LLC; Gregory R. Hallmark, Esq., David S. Black, Esq., John M. McAdams III, Esq., and Ben R. Smith, Esq., Holland & Knight LLP, for Peregrine Digital Services, LLC, the intervenors.

Dana-Marie Akpan, Esq., and Richard W. Postma, Esq., Department of Homeland Security, for the agency.

Michelle Litteken, Esq., Glenn G. Wolcott, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of agency's intended corrective action is sustained where the limited scope of the corrective action is based on undocumented evaluation findings, and it is otherwise inconsistent with the terms of the solicitation and without a reasonable basis.

2. Protest challenging the agency's evaluation of the protester's quotation under the solicitation's code challenge factor is denied where the record reasonably supports the agency's evaluation judgments and conclusions.

DECISION

FusionEdge Solutions, LLC, a small business joint venture¹ of Herndon, Virginia, protests the issuance of task orders to BridgePhase, LLC, a small business of Mount

¹ FusionEdge is a mentor-protégé joint venture comprised of TechSur Solutions LLC, as the protégé member, and REI Systems Inc., as the mentor member. See Protest at 2. The Small Business Administration's (SBA) small business mentor-protégé program allows small or large business firms to serve as mentors to small business protégé firms to provide "business development assistance" to the protégé firms and to "improve the protégé firms' ability to successfully compete for federal contracts." 13 C.F.R.

(continued...)

Jackson, Virginia, and Peregrine Digital Services, LLC, a small business of Arlington, Virginia, under request for quotations (RFQ) No. 70SBUR24Q00000106, issued by the Department of Homeland Security, United States Citizenship and Immigration Services (USCIS), for development, security, and operations (DevSecOps), operations and maintenance, and enhancement support of existing information technology (IT) immigration systems. The protester challenges the agency's evaluation of FusionEdge's quotation and the corrective action that the agency intends to take in response to a protest filed by another disappointed vendor.

We sustain the protest in part and deny the protest in part.

BACKGROUND

On August 5, 2024, USCIS issued the resources for innovation and enterprise readiness solicitation, or the "RIVER RFQ," to holders of the General Services Administration's multiple-award schedule IT professional services contract as a small business set-aside pursuant to Federal Acquisition Regulation (FAR) subpart 8.4.² Contracting Officer's Statement (COS) at 1-2;³ Agency Report (AR), Exh. 11, RFQ; AR, Exh. 7, RFQ, attach. 1, Performance Work Statement (PWS) at 1; Memorandum of Law (MOL) at 1. With the RIVER RFQ, USCIS sought IT services and support for two agency portfolios: benefits and mission services. MOL at 1. This protest pertains to the procurement for the benefits portfolio, which "supports the immigration life cycle, from intake through receipt of the benefit request by the applicant." COS at 1.

The RFQ contemplated the issuance of multiple hybrid time-and-material and fixed-price task orders, each task order with a 4-month transition period, an 8-month base period, and four 12-month option periods. COS at 1. The RFQ sought vendors to support the development and enhancement of new and existing capabilities for IT

§ 125.9(a), (b); see 15 U.S.C. § 644(q)(1)(C). One benefit of the mentor-protégé program is that a protégé and mentor may form a joint venture. 13 C.F.R. § 125.9(d). If SBA approves a mentor-protégé joint venture, the mentor-protégé joint venture is permitted to compete as a small business for "any government prime contract, subcontract or sale, provided the protégé qualifies as small for the procurement[.]" *Id.* § 125.9(d)(1).

² The agency issued nine amendments to the RFQ. All citations to the RFQ in this decision refer to the version of the solicitation provided with amendment nine, which was issued on December 5, 2025, and submitted as exhibit 11 to the agency report.

Although the solicitation was issued as an RFQ, throughout the record the parties use the terms vendors and quotations, and offerors and proposals interchangeably. Here, the distinction between a quotation and a proposal has no bearing on our analysis in the protest; references herein are considered interchangeable. Our decision refers to the submission of quotations by vendors for consistency.

³ Citations refer to PDF page numbers of referenced documents.

systems and applications within the benefits portfolio. PWS at 5. The RFQ provided that USCIS would issue up to three task orders for the benefits portfolio. RFQ at 51.

The RFQ established that source selection would be made using a best-value tradeoff considering the following evaluation factors, listed in descending order of importance: corporate experience statement, code challenge, and price. RFQ at 60. In evaluating quotations under the non-price factors, the agency would use the following adjectival ratings: high confidence, some confidence, and low confidence.⁴ *Id.* at 65. The non-price factors, when combined, were significantly more important than price. *Id.* at 60. The RFQ further provided that, “[o]verall, the Government will fairly consider all Quotes and will make award in accordance with the evaluation scheme detailed in this RFQ pursuant to” the requirements of the FAR. *Id.* at 61; see FAR 8.405-2(c)(3).

The solicitation contemplated a two-phase procurement process, with vendors first submitting quotations for evaluation under the corporate experience statement factor. RFQ at 55. The agency would evaluate phase one quotations, and the vendors with the most highly rated quotations would be advised to proceed to phase two. *Id.* In phase two, vendors would submit a price quotation and complete a “take-home” code challenge to be completed within 14 days, followed by a virtual live demonstration during which they would be asked to implement enhancements or changes to their submitted code challenge. *Id.* at 56.

Procedural History

This protest follows several prior rounds of protests and agency voluntary corrective action. The agency received 22 phase one quotations prior to the solicitation’s August 30 closing date, including the quotations submitted by FusionEdge, BridgePhase, and Peregrine. See COS at 2; AR, Exh. 26, Source Selection Decision at 2. USCIS evaluated the phase one quotations, issued advisory down-select notices, evaluated the vendors’ phase two quotations, and issued three task orders on August 13, 2025.⁵ COS at 2; AR, Exh. 26, Source Selection Decision at 2. Thereafter, on August 15, a disappointed vendor--LightFeather IO, LLC, of Alexandria, Virginia--filed a protest with our Office, challenging the agency’s evaluation and source selection decision. COS at 2; *LightFeather IO, LLC*, B-423829, Sept. 3, 2025 (unpublished decision) The agency elected to take corrective action by “tak[ing] a second look at the

⁴ The RFQ provided the following definition for high confidence: “[t]he Government has High Confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the task order with little or no Government intervention.” RFQ at 65. The RFQ defined some confidence as “[t]he Government has some confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the task order with some Government intervention.” *Id.*

⁵ In August 2025, the agency issued task orders to Red Cedar Harmonia, LLC; FusionEdge; and BridgePhase. AR, Exh. 26, Source Selection Decision at 2.

quotations, the evaluation and the notifications” and “mak[ing] a new source selection decision if necessary,” and we dismissed the protest as academic. *LightFeather IO, LLC, supra*; see also COS at 2.

USCIS completed the reevaluation, confirmed the prior source selection decision, and notified the vendors of the source selection decision on October 8. COS at 2. After the same disappointed vendor, LightFeather, informed the agency that the firm intended to file a protest with the U.S. Court of Federal Claims (COFC), USCIS elected to take corrective action. MOL at 3. Specifically, the agency indicated that it would allow the vendors to update their corporate experience and price submissions, and the agency would conduct a new code challenge evaluation. *Id.*; COS at 2.

USCIS amended the RFQ, received revised quotations, held technical demonstrations, and evaluated the revised quotations relevant to this protest as follows:

	Corporate Experience	Code Challenge	Total Evaluated Price
FusionEdge	High Confidence	Some Confidence	\$223,980,122
BridgePhase	High Confidence	High Confidence	\$205,782,017
Peregrine	High Confidence	High Confidence	\$219,949,556
LightFeather	High Confidence	Some Confidence	\$212,748,303

AR, Exh. 26, Source Selection Decision at 4.

As relevant here, when the technical evaluation team (TET) evaluated FusionEdge’s quotation under the code challenge factor, it assessed three increases in confidence and six decreases in confidence. AR, Exh. 20, TET Report at 11-12. The TET considered the evaluation findings and observed: “FusionEdge demonstrated technical proficiency in the code challenge but deviated from some of the processes they used during their initial code submission and technical demonstration, and presentation of work methods was not effective.” *Id.* at 11. The TET continued: “[d]uring the technical demonstration, the team attempted to address all the enhancements without prioritizing with the government’s Product Owner. As a result, they delivered partial functionality across multiple requirements rather than fully completing specific items in a methodical manner.” *Id.* The TET assigned FusionEdge’s quotation a rating of some confidence. *Id.* at 2.

The source selection authority (SSA) reviewed the TET report and the price evaluation and prepared a comparative analysis of the evaluation results. See AR, Exh. 26, Source Selection Decision at 4. The SSA noted that LightFeather’s quotation was not being considered for award because the firm proposed an unacceptable level of effort for the transition period. *Id.* at 5. The SSA compared FusionEdge’s quotation to BridgePhase’s quotation, observed that BridgePhase’s quotation received a higher rating under the code challenge factor and was lower priced than FusionEdge’s quotation, and concluded “there is no tradeoff to justify between these two quoters since the government is getting a better value at a lower price.” *Id.* at 8. Similarly, with

respect to Peregrine, the SSA found that Peregrine's quotation was higher rated under the code challenge factor, and the SSA concluded that no tradeoff was necessary because FusionEdge offered a higher price. *Id.* at 12. On April 8, the SSA selected BridgePhase and Peregrine as providing the best value. *Id.* at 5, 14. On May 12, the agency notified FusionEdge that its quotation was not selected for award. AR, Exh. 24, Unsuccessful Vendor Notice at 1.

On May 21, FusionEdge filed a protest with our Office, and on May 22, two other disappointed vendors, Red Cedar and LightFeather, also filed protests with our Office, docketed as B-423829.3 and B-423829.4, respectively.

Subsequently, on July 28, LightFeather withdrew its GAO protest, and on August 3, LightFeather filed a bid protest at COFC. *LightFeather IO, LLC*, B-423829.4, B-423829.6, Confirmation of Withdrawal, July 29, 2026; Agency Resp. to GAO, Aug. 5, 2026. Two days after LightFeather filed a complaint at the court, the agency filed a notice of intent to take corrective action in LightFeather's COFC protest, describing the corrective action as follows: "the agency intends to issue a supplemental source selection decision, which would include LightFeather IO LLC ("LightFeather") in the agency's best value tradeoff." Def.'s Notice of Intent to Take Corrective Action, *LightFeather IO, LLC v. United States*, No. 26-1104, Aug. 5, 2026, at 1. The same day, LightFeather filed a notice of voluntary dismissal with the court. Notice of Voluntary Dismissal, *LightFeather IO, LLC v. United States*, No. 26-1104, Aug. 5, 2026.

Thereafter, on August 6, we asked the parties to address whether our Office should dismiss the protest given the agency's planned corrective action resulting from LightFeather's COFC protest. Notice of Supp. Briefing. In the agency's supplemental briefing, USCIS provided additional information regarding the corrective action it was taking in response to the COFC protest, reiterating that it would be issuing a supplemental source section decision, and elaborating:

The supplemental [source section decision] would include a best-value trade-off decision regarding only LightFeather's quote. Because the RIVER Benefits RFQ allowed for up to three awards, the Agency is not canceling the existing two awards as part of this limited corrective action. Rather, the Agency will perform this limited reevaluation of LightFeather's Factor 3 price, do a best-value trade-off analysis, and then prepare a supplemental [source selection decision].

Agency Supp. Briefing at 2. USCIS noted that it would not finalize the corrective action until after our Office issued decisions in the remaining pending protests, and "[i]f the GAO sustains one or more of the remaining RIVER Benefits protests, then [USCIS] will incorporate and add that decision into its overall corrective action." *Id.* The agency stated that our Office should not dismiss the protests and issue decisions on the merits. *Id.*

After reviewing the parties' submissions, on August 12, the GAO attorneys assigned to this protest held a conference call with the parties to discuss the agency's announced corrective action. During that conference call, the GAO attorneys raised concerns regarding the agency's intended corrective action. For example, the attorneys questioned the agency's plan of limiting the best-value tradeoff to LightFeather's quotation given that FusionEdge and at least one other vendor were eligible for award, and USCIS had not previously compared LightFeather's quotation to those vendors' quotations. At the end of the conference call, the GAO attorneys asked the agency to provide further information regarding the pending corrective action. See Electronic Protest Docketing System (Dkt.) No. 59.

On August 13, USCIS submitted its response. Agency Resp., Aug. 13, 2026. The agency acknowledged the questions our Office had raised about the propriety of USCIS's announced corrective action and wrote:

The Agency is not re-evaluating Red Cedar or FusionEdge's proposals, and is not doing another trade-off decision for these two protesters against the two awardees (BridgePhase and Peregrine). The Agency has already decided in the original [source selection decision] that FusionEdge and Red Cedar's lower-rated higher-priced quotations were not worthy of a third task order award, and that decision is not being revisited absent a GAO decision that sustains one or more of their protests.

Id. at 2. The agency reiterated that the corrective action source selection decision would not include FusionEdge, stating: "while LightFeather has a chance at an award of an additional third task order, Red Cedar and FusionEdge *do not* because they have already been determined unworthy of a third award in the original [source selection decision]." *Id.* at 3.

On August 17, FusionEdge filed a supplemental protest, challenging the propriety of the tradeoff to be completed in the agency's voluntary corrective action in response to the COFC protest.

DISCUSSION

The protester challenges the limited scope of the correction action the agency is taking in response to LightFeather's COFC protest, which involves solely considering LightFeather for the third award under the solicitation. FusionEdge argues that per the terms of the solicitation, the agency cannot properly reopen the source selection process to consider LightFeather for a third award without also considering FusionEdge's quotation. Supp. Protest at 3. FusionEdge also challenges the agency's evaluation of its quotation under the code challenge factor.⁶ Protest at 12-23. As set

⁶ In its protest, FusionEdge also challenged the agency's evaluation of awardees' quotations, alleging that each of the awardees submitted "dramatically lower" prices
(continued...)

forth below, we sustain the protest of the agency's intended corrective action because the corrective action is based on undocumented evaluation findings, and it is inconsistent with the terms of the solicitation and unreasonable. We have reviewed FusionEdge's evaluation challenges, and while we do not specifically address every argument, we have fully considered all of them and find that they do not provide a basis to sustain the protest.

Supplemental Source Selection Decision

We first address FusionEdge's protest of the supplemental source selection decision that the agency intends to make as part of the voluntary corrective action taken in response to LightFeather's COFC protest. As noted above, the RFQ provided for the agency to issue up to three task orders under the benefits portfolio. In conducting a best-value tradeoff analysis, the RFQ establishes that the agency "will fairly consider all Quotes and will make award in accordance with the evaluation scheme detailed in this RFQ pursuant to" the requirements of the FAR. RFQ at 61. As also noted above, the agency advised our Office that it would issue a supplemental source selection decision for the issuance of a third task order, and the best-value tradeoff decision would be limited to LightFeather's quotation. Agency Supp. Briefing at 2; Agency Resp., Aug. 13, 2026, at 2-3.

FusionEdge argues that the supplemental source selection decision is improper because USCIS "closed the door on FusionEdge"--a vendor with a technically acceptable quotation--from being considered for the third award. Supp. Protest at 3; see also Supp. Comments at 3 ("USCIS plans to arbitrarily restrict competition by considering LightFeather alone for a potential third award--or no third award at all.").

after the October 2025 voluntary corrective action, and asserting that the reductions were "inexplicable given the absence of any material revisions to the PWS." Protest at 23-24. The protester claimed that the decrease in proposed prices, coupled with the relatively unchanged PWS, was evidence that USCIS failed to evaluate the vendors' level of effort and labor mix, as required by FAR section 8.405-2(d). *Id.* Prior to the submission of the agency report, the agency and Peregrine requested dismissal of this protest ground, arguing that FusionEdge's allegations were not supported by evidence. Agency Req. for Dismissal at 2-4; Peregrine Req. for Dismissal at 1-4. After reviewing the requests for partial dismissal and the protester's response, we advised the parties that the agency need not respond to FusionEdge's protest of the evaluation of the awardees' quotations in the agency report. GAO Notice Concerning Req. for Partial Dismissal. Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4. Here, FusionEdge's allegations--which are based on speculation--do not meet this standard, and, therefore, they are dismissed.

USCIS defends its intended corrective action, asserting that it “has already determined that it is not awarding a third task order to FusionEdge’s (or Red Cedar’s) lower-rated, higher-priced quote.” Supp. MOL at 6. The agency states that “[t]he question for the corrective action is whether, after a best-value tradeoff analysis against the Awardees, LightFeather’s lower-priced but lower-rated technical capability is worth a third task order award to it (which is yet to happen).” *Id.* The agency acknowledges that “there has been no evaluation of whether LightFeather’s and FusionEdge’s similar technical ratings are ‘essentially equal’ or something else” but asserts “if LightFeather’s technical factors are determined to be ‘essentially equal’ or ‘more technically capable’ than FusionEdge’s, LightFeather’s lower price would put it ahead of FusionEdge in a best value analysis for the third task order.” *Id.* at 5-6.

As a general matter, the details of a corrective action are within the sound discretion and judgment of the contracting agency. *Jacobs Tech., Inc.*, B-416314, B-416314.2, July 31, 2018, at 4. In general, we will not object to the specific corrective action, so long as it is appropriate to remedy the concern that caused the agency to take corrective action. *NavQSys, LLC*, B-417028.3, Mar. 27, 2019, at 3. Where the agency has reasonable concern that there were errors in the procurement, it is within the agency’s discretion to take corrective action where the agency made the decision in good faith. *Jacobs Tech., supra* at 4.

Relevant here, our Office has consistently explained that agencies may not base their selection decisions on adjectival ratings alone, as such ratings serve only as guides to intelligent decision-making; source selection officials are required to consider the underlying bases for ratings, including the advantages and disadvantages associated with the specific content of competing quotations. *AT&T Mobility LLC*, B-420494, May 10, 2022, at 9; *Deloitte Consulting LLP*, B-417988.2 *et al.*, Mar. 23, 2020, at 11. While agencies may find that proposals or quotations are technically equivalent, the selection official must explain the basis for such a finding. *AT&T Mobility, supra* at 9-10. In this regard, when a selection official reasonably regards quotations as being essentially equivalent technically, price properly may become the determining factor in making award, and it is not necessary to perform a price/technical tradeoff. *Id.*; *Apogee Eng’g, LLC*, B-414829.2, B-414829.3, Feb. 21, 2019, at 10. The factual predicate underlying these principles, however, is that the agency has reasonably determined that the two quotations are technically equivalent based on a documented qualitative assessment of quotations. *AT&T Mobility, supra*.

Additionally, for procurements conducted pursuant to FAR subpart 8.4 and requiring a statement of work, such as this one, FAR section 8.405-2(f) establishes minimum documentation requirements. *RIVA Sols., Inc.*, B-418952, B-418952.2, Oct. 27, 2020, at 10. In order for our Office to review an agency’s evaluation and source selection decision, the agency must have adequate documentation to support its judgment. *Panacea Consulting, Inc.*, B-299307.4, B-299308.4, July 27, 2007, at 3-4; *see also Advanced Tech. Sys., Inc.*, B-296493.6, Oct. 6, 2006, at 9. An agency’s evaluation judgments must be documented in sufficient detail to show that they are reasonable. *Advanced Tech. Sys., Inc., supra*.

Here, the agency is limiting the supplemental source selection decision for a third task order to one vendor, LightFeather, and there is nothing in the record to support the agency's course of action. As an initial matter, while the RFQ provided for the agency to issue up to three task orders, there is no documentation indicating that the agency ever considered issuing a third task order in the most recent source selection decision. Rather, when the SSA prepared the source selection decision, the SSA wrote: "I have decided that two awards will be made under the RIVER Benefits Portfolio." AR, Exh. 26, Source Selection Decision at 2. As such, the underlying record does not support USCIS's assertion that "[t]he Agency has already decided in the original [source selection decision] that FusionEdge's and Red Cedar's lower-rated higher-priced quotations were not worthy of a third task order award." Agency Resp., Aug. 13, 2026, at 2; see *also* Supp. MOL at 6.

In addition, there is nothing in the record documenting USCIS's position that LightFeather's quotation is more suitable for award than the protester's quotation. As the agency recognizes, USCIS has not compared LightFeather's quotation to the protester's quotation. Supp. MOL at 5. The agency suggests that such a comparison is unnecessary because the SSA already determined that FusionEdge's quotation was higher-priced and lower-rated than the quotations submitted by BridgePhase and Peregrine, *id.* at 6, but that prior comparison is not a substitute for comparing LightFeather's quotation to the other quotations, including FusionEdge's, that are eligible for a third task order. Indeed, the RFQ provides that the agency "will fairly consider all Quotes" in making its award decision. RFQ at 61. While, as noted above, price properly may become the determining factor in making award, this principle applies where the agency has reasonably determined that the two quotations are technically equivalent based on a documented qualitative assessment of quotations. *AT&T Mobility, supra*. As the agency acknowledges, there is no documentation of such a finding here with respect to the quotations submitted by LightFeather and FusionEdge. Because the bases for the agency's intended corrective action were not documented, we cannot conclude that the agency has a reasonable basis for its announced course of action. See *NavQSys, LLC, supra* at 4 (sustaining protest where the agency had not documented the bases for its corrective action).

Furthermore, we find the agency's intended corrective action to be insufficient. As noted above, the agency states that it is not canceling the task orders issued to BridgePhase and Peregrine. Agency Resp., Aug. 13, 2026, at 2; Agency Supp. Briefing at 2. At the same time, USCIS states that it intends to prepare a tradeoff analysis comparing LightFeather's quotation against the awardees' quotations. Supp. MOL at 6. However, this does not replace the agency's obligation to consider, as noted above, other quotations that are eligible for a third task order. USCIS has not identified any authority permitting an agency to limit the quotations considered in a best-value tradeoff in this manner, particularly where the solicitation established that the agency would fairly consider "all Quotes" and make award in accordance with the RFQ's evaluation scheme, which contemplated a price technical tradeoff process among the competing vendors. RFQ at 61.

In sum, the circumstances presented by the agency's instant decision to take corrective action in response to Lightfeather's COFC protest are as follows: the RFQ provided for the agency to issue up to three task orders; the agency issued two task orders and is now considering issuing a third; the agency has announced that it will only consider one vendor--and not any other eligible acceptable vendors--for this new award; and various assertions the agency makes now are undocumented. This is plainly unreasonable and fails to meet the agency's obligation to conduct and document a proper best-value tradeoff analysis under the terms of the solicitation and applicable law. Accordingly, we sustain FusionEdge's protest of the agency's intended corrective action.

FusionEdge's Evaluation Challenges

We next address the protester's evaluation challenges under the code challenge factor.⁷ As background, we first summarize the relevant aspects of the solicitation and the evaluation. The code challenge included a take-home portion and a live demonstration. RFQ at 56-59. In the take-home portion of the code challenge, vendors had 14 days to develop and submit a working application that included specified key features and functional requirements. AR, Exh. 12, Take Home Code Challenge Instructions. In the live code technical demonstration, each vendor presented the application developed during the take-home challenge and responded to questions from the agency. Then, USCIS provided additional instructions consisting "of a standard set of management/technical/problem statements, to enhance the existing solution." RFQ at 58-59; AR, Exh. 25a, Code Challenge Enhancements. The vendor had three hours to implement and deploy the new requirements, while the agency observed. RFQ at 58. Then, agency personnel had approximately 20 minutes to ask clarifying questions and interview the vendor's team. *Id.* at 59. The demonstrations were recorded, and the agency provided a transcript of FusionEdge's demonstration. See AR, Exh. 18, Code Challenge Transcript Part 1; AR, Exh. 19, Code Challenge Transcript Part 2.

⁷ Generally, when an agency undertakes corrective action that will supersede and potentially alter prior procurement actions, our Office will decline to rule on a protest challenging the agency's prior actions on the basis that the protest is rendered academic. See, e.g., *Odyssey Sys. Consulting Grp., Ltd.*, B-418440.8, B-418440.9, Nov. 24, 2020, at 8; see also *American Tech. Sols., LLC--Recon.*, B-421585.5, July 25, 2023, at 3. As discussed herein, we are sustaining FusionEdge's protest of the agency's planned corrective action, and we are recommending that if the agency elects to proceed with a source selection decision for a third task order, that such a decision be reasonable and consistent with the terms of the solicitation and applicable law. A reasonable supplemental source selection decision would include the protester's quotation, thereby rendering FusionEdge's evaluation challenges academic. Nonetheless, given the unique circumstances presented here--including the timing and procedural history, and the agency's adamant position that its intended corrective action means "it is not awarding a third task order to FusionEdge[.]" Supp. MOL at 6--we are considering the challenges to the protester's evaluation as discussed below.

As noted above, the TET assessed six decreases in confidence and assigned a rating of some confidence when it evaluated FusionEdge's quotation under the code challenge factor. AR, Exh. 20, TET Report at 11-12. FusionEdge challenges each of the negative evaluation findings, arguing that the evaluation was unreasonable and the TET's findings are not supported by the record. Protest at 12-23; Comments at 2-20. We have reviewed all of the protester's arguments and find them to be without merit. Below, we discuss representative examples of the protester's allegations.

At the outset, we note that where, as here, an agency issues an RFQ to vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or establishment of a BPA, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Cloud All., Inc.*, B-422884, Dec. 3, 2024, at 5. The evaluation of vendors' technical quotations is a matter within the agency's discretion, and GAO will not perform its own technical evaluation, or substitute its judgment for that of the procuring agency. *Id.*; see also *Appsential, LLC*, B-419046.2 *et al.*, Jan. 22, 2021, at 10. Rather, GAO will examine the record to determine whether the agency's judgments were reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. *Appsential, supra*. A protester's disagreement with the agency's judgments, without more, does not establish that an evaluation was unreasonable. *Id.*

Visual Collaboration Board

As the first example, we address the decrease in confidence the TET assessed for FusionEdge's use of a visual collaboration board to create and track user stories during the technical demonstration.⁸ See AR, Exh. 20, TET Report at 11. The TET found that using the visual collaboration board did not allow FusionEdge to link their test criteria to their user story or their user stories back to GitHub, the repository in which vendors had to submit their code challenge.⁹ *Id.*; RFQ at 56. The evaluators observed that using the visual collaboration board was inconsistent with the approach that FusionEdge used in the take-home code challenge submission, and it "resulted in team members not correctly tracking assignment of the user stories." AR, Exh. 20, TET Report at 11-12. The TET wrote: "[s]ince the quoter utilized a method with less rigor during the technical demonstration, this decreased the confidence in the quoter's process maturity for developing and tracking user stories." *Id.* at 12. The protester argues that the TET had no rational basis to assess this decrease in confidence because, according to

⁸ The PWS defined "user stories" as "a prioritized list of tasks and issues the user is trying to address." PWS at 11.

⁹ GitHub is a web-based version control and collaboration platform for software developers that stores source code and tracks change history. See *NCI Info. Sys.*, B-416926 *et al.*, Jan 9, 2019, at 2 n.2.

FusionEdge, the team collaborated in real time and used the tool “best suited for real-time visual collaboration.”¹⁰ Protest at 16; Comments at 8-9.

Based on our review of the record, we find no basis to disturb the agency’s evaluation conclusions. The RFQ provided that during the code challenge demonstration, USCIS would evaluate the vendor’s “ability to create and deliver business value utilizing DevSecOps practices, collaborate within the team, meet business and technical requirement, create innovative approaches, and deliver products efficiently.” RFQ at 63-64. In addition, as the agency notes, the PWS required the vendor to “[p]roperly and accurately document each increment of work and the status of that work,” including user scenarios, testing scenarios, and test results, “in accordance with user story best practices and USCIS standards.” MOL at 15 (quoting PWS at 15).

Here, the TET found that during the live technical demonstration, FusionEdge did not include references to the user stories in GitHub. AR, Exh. 5, TET Decl. at 5; *see also* AR, Exh. 20, TET Report at 11. The agency explains that “[t]his lack of linkage reduces traceability, making it difficult for developers to identify the user story and acceptance criteria associated with a code change when reviewing Git[Hub] commits to resolve bugs. As a result, this does not meet DevSecOps criteria.” AR, Exh. 5, TET Decl. at 5. USCIS also found that the approach FusionEdge chose to use in the technical demonstration had “less rigor” and “hindered the quoter’s ability to successfully track progress on user stories and work items and ensure testing traceability.” AR, Exh. 20, TET Report at 12; AR, Exh. 5, TET Decl. at 5.

In response, FusionEdge does not contend that it connected the user stories to GitHub during the code challenge.¹¹ *See* Comments at 8-11. Instead, FusionEdge states that it used an alternative approach, writing the acceptance criteria for the user stories on the visual collaboration board. *Id.* at 9. The record shows that FusionEdge provided a similar explanation during the technical demonstration, and the evaluators considered it.

¹⁰ In addition, the protester complains that the basis for the decrease in confidence is factually incorrect because the TET referenced FusionEdge using a “Mural visual collaboration board,” and FusionEdge used a Miro board. Protest at 16. USCIS acknowledges that the protester used a Miro board, but the agency states that the basis for the decrease in confidence remains the same. COS at 5; MOL at 14. We have reviewed the record and agree with the agency; the scrivener’s error concerning the brand name of the collaboration board used had no bearing on the substance of the evaluation findings.

¹¹ Additionally, we note the protester has not rebutted--and the record supports--the TET’s finding that some of FusionEdge’s team members struggled to track assignment of the user stories. *See, e.g.,* AR, Exh. 18, Code Challenge Transcript Part 1 at 119 (confusion about which team member was responsible for coding an element), 121 (uncertainty about whether an item was still open), 124 (questions regarding what task a team member was working on); AR, Exh. 19, Code Challenge Transcript Part 2 at 22-24 (confusion about whether a change had been deployed).

AR, Exh. 19, Code Challenge Transcript Part 2 at 50-53; AR, Exh. 20, TET Report at 11-12; AR, Exh. 5, TET Decl. at 5. The evaluators found that FusionEdge's approach during the technical demonstration did not provide sufficient traceability. AR, Exh. 20, TET Report at 11-12; AR, Exh. 5, TET Decl. at 5. While the protester expresses disagreement with the agency's conclusions regarding the merits of the protester's approach, such disagreement does not establish that the evaluation was unreasonable. *Appsential, supra*. Accordingly, this argument is denied.

Deployment to the Production Environment

As a second example, we discuss the decrease in confidence assessed because the protester "was only able to demonstrate their enhancements in the development, staging, or local environments, and was unable to deploy any part of their solution to the production environment." AR, Exh. 20, TET Report at 12. The protester asserts that USCIS's evaluation findings were incorrect because FusionEdge made one deployment to the production environment during the technical demonstration. Protest at 22-23.

In response, USCIS acknowledges that the protester deployed one part of its solution to the production environment, but states that FusionEdge "failed to deploy the major of their functionality to production or demonstrate any of their enhancement functionality developed during the live technical demonstration in their production environment as the RFQ required." MOL at 23. The agency notes that during the interview after the demonstration, FusionEdge acknowledged that it was unable to deploy the majority of its solution to the production environment. *Id.* (citing AR, Exh. 19, Code Challenge Transcript Part 2 at 34-35).

We find nothing objectionable about this aspect of USCIS's evaluation. Here, the RFQ required the vendor's solution to "be deployed . . . with at least three (3) environments (development, end-to-end testing, and production)." RFQ at 62. FusionEdge does not contend that it deployed its solution to the production environment. Instead, the protester reiterates that FusionEdge deployed one component of its solution to the production environment, and the protester asserts "[c]ompleting the full production deployment cycle for all enhancements within that window was not feasible." Comments at 19-20. On this record, we find FusionEdge did not deploy its solution to the production environment, as required by the RFQ, and the agency's assessment of a decrease in confidence was reasonable.

In sum, the protester has not demonstrated that the agency's assessment of the decreases in confidence, or the assignment of a some confidence rating, was unreasonable. FusionEdge's protest of the evaluation under the code challenge factor is denied.

RECOMMENDATION

For the reasons discussed above, we conclude the bases for the limited scope of the agency's contemplated corrective action are undocumented, and the contemplated

corrective action is otherwise inconsistent with the terms of the solicitation and unreasonable. Accordingly, we recommend that when the agency makes a source selection decision for a third task order, the agency ensures that the source selection decision is reasonable and consistent with the terms of the solicitation and applicable law. In addition, we recommend that FusionEdge be reimbursed its costs of filing and pursuing its supplemental protest challenging the agency's intended corrective action, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester should submit its certified claim, detailing the costs incurred, directly to the contracting officer within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained in part and denied in part.

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General Counsel