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## Decision

**Matter of:** TekSynap Corporation; Candor Solutions, LLC

**File:** B-420856; B-420856.2; B-420856.4; B-420856.5

**Date:** October 6, 2022

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Elizabeth N. Jochum, Esq., Michael J. Slattery, Esq., and Samarth Barot, Esq., Blank Rome LLP, for TekSynap Corporation, and Jon D. Levin, Esq., W. Brad English, Esq., Emily Chancey, Esq., and Nicholas P. Greer, Esq., Maynard Cooper & Gale, for Candor Solutions, LLC, the protesters.

Leslie Edelstein, Esq., Dawn Stern, Esq., Richard P. Rector, Esq., and David R. Lacker, Esq., DLA Piper LLP, for Insero Corporation, the intervenor.

Jason P. Cooley, Esq., Christopher Henshaw, Esq., and Nathaniel Kenser, Esq., Department of Justice, for the agency.

Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protests that agency unreasonably evaluated proposals are denied where evaluation is consistent with the stated evaluation criteria.
  2. Protests that agency performed unreasonable price/technical tradeoff are denied where source selection official reviewed evaluation documents, independently assessed proposals, and concluded that the awardee submitted a superior technical proposal which was worth a slight price premium.
  3. In conducting price/technical tradeoff, source selection official was not required to find protester's proposal overall superior to the awardee's proposal simply because its proposal was considered superior under one factor, albeit the most highly weighted non-price factor.
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### DECISION

TekSynap Corporation, of Reston, Virginia, and Candor Solutions, LLC, of McLean, Virginia, protest the award of a contract to Insero Corporation, of Vienna, Virginia, under request for proposals (RFP) No. 15PTDE22Q00000007, issued by the Department of Justice for enterprise infrastructure management and customer support services. TekSynap protests that the agency unreasonably evaluated the proposals of

TekSynap, Inserso, and Candor. Candor protests that the agency unreasonably evaluated its and Inserso's proposals. Both protesters challenge the agency's best-value tradeoff decision.<sup>1</sup>

We deny the protests.

## BACKGROUND

On April 6, 2022, the agency issued the solicitation under the National Institutes of Health Information Technology Acquisition and Assessment Center (NITAAC), Chief Information Office, Solutions and Partners 3 (CIO-SP3) government-wide acquisition contract (GWAC).<sup>2</sup> The agency sought information technology (IT) support services to assist the Office of Chief Information Officer ("OCIO"), Office of Justice Programs, with various responsibilities, including customer and end-user support, mobile and audio/visual services, management of the networked IT infrastructure, virtual desktop services, printing services, and cloud infrastructure services.<sup>3</sup> RFP at 41, 43. The agency conducted the procurement using the procedures of FAR 16.505.<sup>4</sup> Memorandum of Law/Contracting Officer's Statement (MOL/COS) at 1.

The solicitation contemplated the award of a single time-and-materials task order for services specified in the statement of work for an eight-month base period, and four twelve-month option periods. RFP at 38. The solicitation provided that the contract would be awarded on the basis of a best-value tradeoff considering price and the following three non-price factors listed in descending order of importance: technical approach; key personnel resume; and past performance. For award purposes, price

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<sup>1</sup> Although TekSynap and Candor submitted separate protests, we consolidated them for purposes of this decision. The agency submitted separate reports for each of the protests. Where the documents are common to both protests we cite to the tab number in the TekSynap report.

<sup>2</sup> CIO-SP3 is a 10-year, multiple-award indefinite-delivery, indefinite-quantity (IDIQ) GWAC that authorizes federal agencies to issue task orders for information technology services pursuant to Federal Acquisition Regulation (FAR) subpart 16.5.

<sup>3</sup> The statement of work included nine task areas: 1) Customer Support Services and End User Support; 2) Service Desk Management (Tier 1/2/3); 3) IT Service Desk Support; 4) Messaging Support Services; 5) Mobile and Audio Video Services; 6) Printing Services; 7) Infrastructure Support; 8) Enterprise Services – Cloud Infrastructure Services; and 9) Ad Hoc Tasks. RFP, Statement of Work, at 6-16. The solicitation also called for one key personnel employee, a program manager. Agency Report (AR), Exh. 2, RFP, amend. 1 at 16-17.

<sup>4</sup> Because the value of the task order is expected to exceed \$10 million, this protest is within our jurisdiction to consider protests regarding civilian agency IDIQ, multiple-award contracts. See 41 U.S.C. § 4106(f)(1)(B).

was considered less important than the non-price factors separately or combined. RFP at 39. The technical approach and key personnel factors were assigned an adjectival rating, and past performance was assigned a confidence rating.<sup>5</sup> Price was evaluated for completeness, realism, and reasonableness. *Id.* at 38.

The agency received 10 proposals. The proposals of TekSynap, Inersso, and Candor were rated as follows:

<b>Offeror</b>	<b>Technical Approach</b>	<b>Key Personnel</b>	<b>Past Performance</b>	<b>Price</b>
<b>TekSynap Corporation</b>	Outstanding	Good	Substantial Confidence	\$71.86 million
<b>Inersso Corporation</b>	Outstanding	Outstanding	Substantial Confidence	\$72.79 million
<b>Candor Solutions</b>	Outstanding	Outstanding	Substantial Confidence	\$71.74 million

AR, Exh. 21, Source Selection Decision Document (SSDD) at 5. The source selection official (SSO) conducted a technical/price tradeoff and selected Inersso for award.<sup>6</sup> *Id.* at 8. This protest followed.

## DISCUSSION

TekSynap protests that the agency unreasonably evaluated its and Inersso’s proposals under the technical approach, key personnel, and past performance factors.<sup>7</sup> TekSynap also asserts that the agency performed an unreasonable best-value tradeoff.

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<sup>5</sup> The possible ratings for technical approach and key personnel resume were outstanding, good, acceptable, marginal, and unacceptable. RFP at 39. The possible confidence ratings for past performance were substantial, satisfactory, unknown, limited, and no confidence. *Id.*

<sup>6</sup> The remaining seven proposals were rejected as unrealistically priced. AR, Exh. 21, SSDD at 3.

<sup>7</sup> TekSynap also protests that Candor should have received a lower rating than TekSynap under the past performance factor and that the agency was more lenient in its evaluation of Candor under the key personnel factor. Because we find that the agency reasonably evaluated the proposals of TekSynap and Inersso, and properly made award to Inersso, we do not address these issues.

Candor protests that the agency unreasonably evaluated its proposal under the technical approach and past performance factors, and Insero's proposal under the technical approach factor. We have considered all the arguments raised by both protesters and find that none provides a basis to sustain either protest. We discuss several issues below.<sup>8</sup>

#### Evaluation of Non-Price Factors

The evaluation of quotations and proposals is a matter within the discretion of the procuring agency. See *Innovative Mgmt. & Tech. Approaches, Inc.*, B-413084, B-413084.2, Aug. 10, 2016, 2016 CPD ¶ 217 at 4. Our Office does not independently evaluate quotations or proposals; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. *Id.* A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Id.*

#### Technical Approach Factor - Candor

Candor protests that the agency unreasonably assigned its proposal a weakness under the technical approach factor for its discussion of task 9, ad hoc tasks. Candor also asserts that it should have been assigned a strength under task 3.7.2, virtual desktop services, for its virtual desktop experience. We deny these bases of protest.

As relevant here, under the technical approach factor, the agency would evaluate the offeror's proposed approach to completing the tasks identified in the statement of work. RFP at 37. Task 9, ad hoc tasks, requires the contractor to provide additional support for non-routine and non-recurring special types of projects. Specifically, the statement of work provided as follows:

Ad Hoc tasks may be required to provide additional support within scope of existing services . . . or to support non-routine initiatives, and to perform other non-recurring special projects for OCIO. Services under this task will be initiated by the COR [contracting officer's representative] through technical direction . . . .

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<sup>8</sup> TekSynap withdrew its challenge under the technical approach factor to the assessment of a weakness to its proposal, and to the assignment of a rating of outstanding to the proposals of Insero and Candor. TekSynap Comments at 2 n. 1. Candor withdrew its assertion under the technical approach factor that it should have been assigned strengths because it's a cloud services provider and for its approach to the service desk requirement. Candor Comments at 1. In addition, we find that Candor abandoned the argument that it should have received a strength for certain cost efficiencies. The agency addressed this issue in its report, and the protester did not dispute the agency's response in its comments. See *Avionic Instruments LLC*, B-418604.3, May 5, 2021, 2021 CPD ¶ 196 at 5.

RFP, amend. 1 at 16. The solicitation included sample tasks that could be ordered under this task area, for example, support for the relocation of the Office of Justice Program's end user/data center computing environment to other geographic locations and provision of technical and specialized subject matter experts for certain solutions. *Id.* at 16-17

Candor was assigned a weakness under the technical approach factor because the agency found that its proposal did not provide a clear approach to implementing and executing ad-hoc tasks. Specifically, the agency found that Candor's proposal discussed change management practices, standardization, and quality control, but did not discuss how the ad hoc tasks that often require additional staff would be completed. AR, Exh. 19, Technical Evaluation at 4.

Candor asserts that the agency unreasonably assigned this weakness to its proposal because the solicitation did not provide any tasks to implement or execute. Instead, Candor explains, task 9 simply stated that ad hoc tasks may be required and that services will be initiated through the contracting officer's representative. Candor asserts that in any case, it proposed a reasonably extensive implementation and execution strategy, explaining its change management value metrics, volume metrics, and quality metrics.

We find that the agency reasonably assigned this weakness to Candor's proposal. As the agency explains, while the solicitation did not include specific tasks to be completed, it did include several examples of ad hoc tasks, and it expected offerors to describe their strategies to successfully execute these tasks that might arise during performance. *Id.* at 27. The agency states that it did consider Candor's change management and quality control discussion, however, Candor did not explain how the ad hoc tasks that often require additional staff will be completed with these tools. MOL/COS at 9.

For example, Candor did not discuss a key aspect of performing tasks such as providing subject matter experts or surge support. *Id.* While Candor continues to argue that the solicitation did not identify a specific task to address, and instead anticipated future technical direction from the agency for these tasks, it was reasonable for the agency to expect offerors to provide their approach for the types of tasks that were identified. Further, while Candor asserts that it explained its experience supporting a wide range of such requests, and that developing a change management strategy was the best way to handle them, as the agency explains, this did not adequately demonstrate an approach to executing any of the identified tasks that could be required under Task 9.<sup>9</sup> Candor's disagreement with the agency is not a basis to find that the evaluation was unreasonable.

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<sup>9</sup> In the Candor protest, the agency filed on July 22 an early document production that included Inerso's proposal. In the comments Candor submitted on August 22 in response to the contracting officer's statement and the agency's memorandum of law, Candor asserts that Inerso's response to ad hoc tasks did not describe how it would

With respect to task 3.7.2, virtual desktop services, Candor asserts that it should have been awarded a strength for its approach to this task for its demonstrated virtual desktop experience. Under this task, the statement of work required the contractor to create, update, and manage a virtual desktop for each user at the Office of Justice Programs. RFP, amend 1 at 13. The solicitation noted that there were more than 1,300 unique users, and that on average over 1,000 employees per day used the virtual desktop. *Id.* In support of the view that it should have received a strength, Candor highlights the section of its proposal explaining that it has managed over 2,000 virtual desktops, a number that far exceeded the solicitation's estimated 1,000-1,300 virtual desktop users.

We find that the agency's decision not to award a strength to Candor for its virtual desktop experience was reasonable. In this regard, the agency explains that Candor's proposal did not warrant assignment of a strength because experience with 2,000 virtual desktops, alone, was not significant. Response to GAO Question at 4; Technical Evaluation Team (TET) Declaration at 10-11. According to the TET, the information technology architecture for supporting 2,000 virtual desktops and 1,300 virtual desktops "is likely not significantly different" and likely would "have the same type and number of back-end supporting infrastructure servers such as web interface servers, delivery controllers, director servers, . . ." *Id.* In addition, the TET found that, although Candor provided the number of desktop users it previously supported on a prior contract, Candor did not explain the complexity of the IT work involved in the performance of that contract. Without this information, the TET was unable to determine whether Candor's management of 2,000 virtual desktops increased the likelihood of successful performance on the Office of Justice Program's contract. Response to GAO Question at 4.

We find the agency's explanation to be reasonable and consistent with the solicitation and requirements of task 3.7.2. While Candor disagrees with the agency's assessment, its disagreement does not demonstrate that the evaluation was unreasonable.

#### Key Personnel Factor - TekSynap

TekSynap protests that Inersso should have been rated unacceptable under the key personnel factor because its proposed program manager does not meet the solicitation's education requirements. TekSynap also asserts that the agency

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implement or execute the tasks beyond **[Deleted]**. Comments at 3. Candor asserts that Inersso therefore should also have been assigned a weakness for its approach to ad hoc tasks. Candor's challenge to the evaluation of Inersso's proposal--raised for the first time in its August 22 comments--is untimely since Candor did not raise it within 10 days of when Candor knew or should have known the basis for this protest ground, *i.e.*, upon receiving Inersso's proposal as part of the July 22 document production. See 4 C.F.R. § 21.2(a)(2).

unreasonably failed to credit TekSynap's proposed program manager with experience he gained in the Army. As discussed below, neither allegation has merit.

#### Insero Program Manager

Under the key personnel factor, offerors were required to submit a resume for a proposed program manager. RFP at 34, 55. As relevant to this protest, the program manager was required to have a Bachelor of Science (BS) or Bachelor of Arts (BA) in computer science, information systems, engineering, business, physical science, or another technology related discipline. The proposed program manager was also required to have at least 8 years of program management experience. *Id.* at 55-56.

The agency rated TekSynap's proposal as good and Insero's proposal as outstanding under the key personnel factor. Insero proposed a program manager that held a BA in economics. TekSynap asserts that because a degree in economics is not one of the acceptable degrees listed in the solicitation, Insero should have been evaluated as unacceptable under the key personnel factor.

The agency reports that when the proposals were being evaluated the TET asked the contracting officer if a degree in economics was within the ambit of a business degree and she responded that it was. Supp. COS at 6-7. The contracting officer reasoned that "[t]here are several types of [b]usiness degrees such as [b]usiness [a]dministration and [b]usiness [m]anagement, [a]ccounting, [e]conomics, [f]inance, [s]upply [c]hain [m]anagement and [h]uman [r]esources, any of which are examples that would have met the RFP requirement." *Id.* at 6. That is, in the contracting officer's view "any related degree reasonably encompassed within the broader category should receive evaluation credit." *Id.* The contracting officer also considered that "[i]t is not uncommon for economics to be offered as a major within the framework of a university's business program."<sup>10</sup> *Id.* at 6-7.

On this record, we find that the contracting officer could reasonably determine that a degree in economics met the requirement for a business degree, and thus, reasonably conclude that Insero's proposed program manager met the solicitation's education requirement. Although provided in response to the protest, the contracting officer's explanation is reasonable and provides further explanation and detail of how the TET and the contracting officer considered this issue during the contemporaneous evaluation.

In any case, even if we conclude that the agency waived the education requirement for Insero, this waiver does not provide a basis to sustain the protest. An agency may waive compliance with a material solicitation requirement in awarding a contract if the award will meet the agency's actual needs without prejudice to other offerors. *Gemini*

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<sup>10</sup> The agency notes in this regard that the Wharton School at the University of Pennsylvania, a top rated business school, awards all undergraduates a bachelor's degree in economics. Response to GAO question at 2.

*Tech Servs., Inc.*, B-418233.5, Mar. 2, 2021, 2021 CPD ¶ 111 at 4. In addition, competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *Booz Allen Hamilton, Inc.*, B-417418, *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 4. Thus, even where an agency waives a material solicitation requirement, our Office will not sustain the protest unless the protester can demonstrate that it was prejudiced by the waiver, *i.e.*, that the protester would have submitted a different proposal or quotation or that it could have done something else to improve its chances for award had it known that the agency would waive the requirement. See *Technology and Telecommunications Consultants, Inc.*, B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 11 (FAR part 8.4 procurement). Here, TekSynap does not explain how it was prejudiced by the waiver of this requirement, that is, what it would have done differently had it been given an opportunity to propose a different program manager with a degree in economics as the agency accepted for Inserso. See *id.*

#### TekSynap Program Manager

Under the key personnel factor, TekSynap also complains that the agency credited its proposed program manager with the minimum of 8 years of experience, but unreasonably did not give him any credit for his 22 years of Army experience. Under this factor, offerors were required to provide a resume for their proposed program managers which included, "Clear dates (*i.e.* mm/yyyy) and company name for experience performing the requirements listed in the Statement of Work." RFP at 34. As noted above, the solicitation required the proposed program manager to have a minimum of 8 years of program management experience.

The record reflects that TekSynap submitted a resume for its proposed program manager, which showed that he worked at multiple positions, including 22 years in the Army. As related to his time in the Army, the resume of the program manager provided as follows:

U.S. Army (Active Duty, Sergeant Major)

[DELETED]

[DELETED]

[DELETED]

[DELETED]

[DELETED]

AR, Exh. 6, TekSynap Key Personnel Resume at 6. According to TekSynap, it provided clear dates and the company name for the proposed program manager's experience in the Army. TekSynap also asserts that the solicitation did not require offerors to indicate



when relevant experience was obtained. TekSynap concludes that since it complied with the requirements of the solicitation by providing the dates the proposed program manager was employed at the Army, the agency unreasonably failed to credit its proposed program manager with his Army experience.

We conclude that the agency reasonably evaluated TekSynap's program manager. First, as the agency explains, TekSynap described the program manager as an active duty, sergeant major, with a functional job title of assistant team chief. MOL/COS at 11. The agency further contends that the resume stated that the proposed program manager managed staff responsible for facilitating and coordinating crisis/emergency management programs, which is not the same as overseeing program management. *Id.* Thus, the resume did not describe program management duties. The agency further notes that to the extent the resume described some program management duties it is unclear from his resume when, within his 22 years of Army service, the proposed program manager performed relevant work. In this regard, the agency points out that an individual typically does not spend 22 years as a sergeant major, typically does not perform the same duties in the Army for 22 years, and does not begin his or her career as a program manager. *Id.*

As the solicitation required offerors to provide "the date and company name for experience performing the requirements listed in the statement of work," if the protester wanted credit for specific experience that it gained working at the Army it was required to provide the dates it is claiming for that experience, and not just rely on the program manager's entire career at the Army during which he performed multiple jobs. Since the protester did not indicate when during his time at the Army the proposed program manager gained program management experience, the Army reasonably did not credit the program manager with that experience.<sup>11</sup>

#### Past Performance Factor - TekSynap

Under the past performance factor offerors were instructed to have up to three customer references complete and submit past performance questionnaires. RFP at 35. The solicitation advised offerors that the government would assess past performance to determine its confidence in the offeror's ability to successfully perform the required effort based on the offeror's performance of recent and relevant contract efforts along with the quality of the performance. Recent contracts were considered those that were ongoing or completed within five years of the closing date of the solicitation. *Id.* at 38. Relevant

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<sup>11</sup> TekSynap complains that the agency credited Inersso's proposed program manager with 30 years of relevant experience even though for 18 of those years the resume indicated "Various Management Positions, Department of Defense," without providing specific dates when relevant experience was obtained. The description of the proposed program manager's experience specifically indicated, however, that during 15 of those 18 years (from 1991-2006) the proposed program manager was a senior director/program manager. Thus unlike TekSynap's Army experience, Inersso's proposed program manager indicated when he obtained relevant experience.

contracts were considered those where performance was of a similar size (approximately 70 full time equivalents (FTEs)) and scope (tasks were similar to those detailed in the solicitation). *Id.*

The agency received three references for both TekSynap and Insero. The agency found that each of Insero's three references demonstrated that Insero had very relevant past performance. Specifically, each showed work of difficult complexity on all or most task areas in the statement of work, and exceeded or considerably exceeded (*i.e.*, **[Deleted]**) the magnitude of the instant requirement. AR, Tab 21, SSDD at 7. In addition, each reference rated Insero as exceptional overall and in every performance area assessed. *Id.*

TekSynap's three references also demonstrated that TekSynap had very relevant past performance. They showed that TekSynap performed work of difficult complexity in all task areas and, for at least one contract, the number of required FTEs exceeded the magnitude of the instant requirement. *Id.* Two of TekSynap's references rated their performance as exceptional overall and in every performance area assessed, and the third rated TekSynap very good overall and very good and satisfactory in all performance areas assessed. *Id.* The agency assigned both offers a rating of substantial confidence. The agency concluded, however, that Insero's overall past performance was better than TekSynap's because of the confirmed magnitude of the requirements, and because Insero's performance exceeded customer expectations in every performance area assessed 100 percent of the time. *Id.* at 9.

TekSynap argues that its past performance should have been considered superior to Insero's. According to TekSynap, the agency unreasonably considered relevance in terms of the number of FTEs instead of the dollar value of the past performance examples. TekSynap asserts that if the agency properly used the dollar value of the contracts to determine relevance it would have found that the protester had more relevant past performance than Insero. Comments at 21.

We find no merit to this argument. The RFP clearly stated that the relevance of a past performance reference would be determined by the number of FTEs on the prior contract, with relevant contracts expressly defined as those with approximately 70 FTEs. Accordingly, the agency's use of FTEs to determine that Insero's past performance references were all very relevant is consistent with the terms of the solicitation and therefore reasonable. Given that under the terms of the solicitation Insero had more relevant past performance, and was rated exceptional by all references in contrast to TekSynap, which was rated satisfactory and very good in one case, we have no basis to question the evaluation.<sup>12</sup> *JSR, Inc.*, B-419110, Nov. 2, 2020, 2020 CPD ¶ 338 at 7.

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<sup>12</sup> TekSynap's contention that the agency should have considered the dollar value of the past performance references in determining relevancy is untimely. As noted above, the solicitation specifically defined size relevance in terms of FTEs. Our Bid Protest

## Past Performance Factor - Candor

Candor also challenges the agency's evaluation of its proposal under the past performance factor, arguing that the agency unreasonably found that Candor's past performance references did not demonstrate performance in all areas of the statement of work.<sup>13</sup> We dismiss this argument because it was untimely filed.

As noted above, the agency filed on July 22 an early document production that included the agency's evaluation of past performance and source selection decision. Thus, Candor knew from these documents that the agency had found that Candor performed in only six of the nine task areas, but Candor did not raise this issue until it submitted its comments on August 22, more than ten days later. This basis of protest is therefore untimely. 4 C.F.R. § 21.2(a)(2). Candor has provided no other basis to question the evaluation of its and Inersso's past performance, and the conclusion that Inersso's past performance was superior.

## Best-Value Tradeoff Decision

TekSynap and Candor protest that the agency performed an unreasonable best-value tradeoff.<sup>14</sup> TekSynap asserts that the agency failed to properly weigh the technical factors, and did not accord sufficient weight to price. Candor protests that in performing the tradeoff the agency ignored two weaknesses assigned to Inersso, and faulted Candor for its single weakness.<sup>15</sup>

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Regulations require that protests 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). TekSynap did not raise this argument until after award of the contract and it is therefore untimely.

<sup>13</sup> Apparently, Candor believes that if the agency found Candor had past performance that encompassed all nine task areas, the agency would not have concluded that Inersso's past performance was superior to Candor's.

<sup>14</sup> Both protesters assert that the tradeoff is unreasonable in part as a result of the alleged evaluation errors discussed above. Since we conclude that the challenges to the evaluation have no merit, the assertion that the tradeoff decision is unreasonable based on evaluation errors is also without merit.

<sup>15</sup> In the comments Candor submitted in response to the agency report on August 22, Candor also asserts for the first time that the agency consistently concluded that the strengths awarded to Candor were less valuable than the strengths awarded to Inersso. This basis of protest was evident from the source selection decision provided to Candor on July 22 as part of the agency's early document production. Since Candor did not raise this issue until August 22, more than 10 days later, it is untimely. See 4 C.F.R. § 21.2(a)(2).

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSO to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* at 14. There is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.* A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16; *Ironclad Tech. Sers., LLC*, B-419976.2, May 2, 2022, 2022 CPD ¶ 104 at 4.

Here, in conducting the tradeoff the SSO first reviewed the technical and price evaluations, including the strengths and weaknesses assigned to each of the proposals. She also conducted her own assessment of the proposals. AR, Tab 21, SSDD at 9. She then compared the proposals of Insero and Candor. In considering the two proposals under the technical approach factor, contrary to Candor's assertion, she did not ignore the weaknesses assigned to Insero while crediting the weakness assigned to Candor. Rather, the SSDD shows that she considered Candor's one weakness--Candor did not provide a clear approach to implementing and executing ad hoc tasks--as well as the two weaknesses assigned to Insero. *Id.* at 5.

With respect to Insero's first weakness--that it had experience performing only one similar sized cloud contract--the contracting officer determined that experience on one contract was sufficient to show that Insero was familiar with approaches that will benefit a similar customer environment. *Id.* With respect to Insero's second weakness--that it did not mention incumbent capture in its strategy--the SSO acknowledged that this could increase transition risk, but discounted the weakness because Insero's past performance references all rated Insero exceptional in both transition and the ability to attract and retain highly qualified personnel. *Id.* She concluded that under the technical approach factor Insero's proposal was superior to Candor's because Insero had more impactful strengths that will benefit day to day performance quality, and no weaknesses that will reduce quality.<sup>16</sup> *Id.*

The record thus reflects that the agency considered the strengths and weaknesses assigned to Candor's and Insero's proposals in reaching a decision that Insero had

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<sup>16</sup> The SSO also found that Insero's proposal was superior to Candor's under the past performance and key personnel factors. AR, Tab 21, SSDD at 6, 7.

submitted the best value proposal. Candor has provided no information to call into question these findings. We therefore find reasonable the agency's conclusion that Insero submitted a proposal that was superior to Candor's under the technical approach factor.

The SSO then compared the proposals of TekSynap and Insero. Overall she concluded that TekSynap demonstrated a "slightly better" technical approach, but Insero proposed a better program manager under the key personnel factor and had better past performance. *Id.* at 8. She concluded that since Insero demonstrated an outstanding technical approach with many innovations, combined with a much more experienced program manager, and very relevant past performance that surpassed customer expectations 100 percent of the time, Insero's non-price proposal was better overall. She then determined that since the non-price factors were more important than price individually and when combined, it was in the Government's interest to pay the \$929,268.62 (1.29%) premium to obtain the additional benefits offered by Insero. *Id.* at 9.

TekSynap asserts that the agency used unstated evaluation criteria in evaluating Insero's proposal under the technical approach factor. TekSynap specifically argues that in conducting the best-value tradeoff the agency credited Insero with proposed innovations, yet the solicitation did not identify innovations as a matter for consideration in the solicitation.

As noted above, in conducting the best-value tradeoff the SSO concluded that TekSynap offered a slightly better technical approach. AR, Exh. 21, SSDD at 8. However, the SSO found Insero's proposal was a better overall value than TekSynap's proposal in part because Insero "demonstrated an outstanding technical approach with many innovations." *Id.* at 9. We find nothing improper with the SSO's consideration of the extent to which an offeror proposed innovative technical approaches and reject TekSynap's contention that this amounts to the consideration of unstated evaluation criteria.<sup>17</sup>

In this regard, where a solicitation, as here, indicates the relative weights of evaluation factors, the agency is not limited to determining whether a proposal or quotation is merely technically acceptable; rather, proposals may be evaluated to distinguish their relative quality by considering the degree to which they exceed the minimum requirements or will better satisfy the agency's needs. *See ViroMed Labs., Inc.*, B-310747.4, Jan. 22, 2009, 2009 CPD ¶ 32 at 5. With specific regard to the consideration of innovations and/or creative approaches to distinguish the relative quality of proposals or quotations, an agency can properly consider both the extent to which the proposal or quotation exceeds the solicitation requirements and the extent to which offerors propose innovative measures to respond to those requirements.

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<sup>17</sup> We note that TekSynap did not take issue with the agency's finding that TekSynap's proposal was slightly better under the technical factor in part because it offered "many innovations that will improve the quality of service." AR, Tab 21, SSDD at 7.

*PricewaterhouseCoopers Public Section, LLP*, B-415504, B-415504.2, January 18, 2018, 2018 CPD ¶ 35 at 8. Accordingly, this protest ground is denied.

TekSynap also asserts that the contracting officer failed to properly weigh the evaluation factors. According to TekSynap, there is no evidence in the record that the SSO gave the technical approach factor, for which TekSynap's proposal was considered superior to Inserso's, consideration as the most heavily weighted technical factor. We disagree.

In the tradeoff decision, the SSO explicitly recognized that technical approach was the most important of the three non-price factors. AR, Exh. 21, SSD at 4. Further, in conducting the tradeoff the SSO specifically considered the proposals of Inserso and TekSynap under the technical approach factor and recognized that the protester demonstrated a slightly better technical approach. The SSO, however, was not required to find that TekSynap's proposal was overall superior to Inserso's under the non-price factors simply because the proposal was considered superior under the most heavily weighted technical approach factor. Indeed, the record reflects that the SSO's award decision reasonably was based on the fact that Inserso's technical approach proposal was also rated outstanding, and demonstrated benefits for the government, and that Inserso's proposal was considered superior to TekSynap's proposal under the key personnel and past performance factors. We therefore deny this protest ground.

TekSynap also asserts that the agency did not properly credit TekSynap's lower price. TekSynap notes that its proposal was considered better under technical approach, the most highly rated factor. According to TekSynap its advantage under the technical approach factor outweighs Inserso's slight advantage under the key personnel factor. TekSynap further points out that that both offerors were rated substantial confidence under the past performance factor. TekSynap reasons that the proposals were thus overall equal under the non-price factors. TekSynap concludes that price, therefore, should have become the discriminator, and since its proposal was lower priced than Inserso's, it should have been awarded the task order.

We disagree. There is nothing in the record to suggest that the SSO considered the proposals equal under the non-price factors. To the contrary, she concluded that Inserso's proposal offered better overall benefits, and was superior to TekSynap's under the key personnel and past performance factors. Nor is there any requirement that the agency weigh the factors in the way TekSynap suggests. Here, the SSO reviewed the evaluation results, including all strengths and weaknesses, and determined that Inserso's proposal was overall superior to TekSynap's under the non-price factors. She also concluded that Inserso's proposal, which was priced a slight 1.29 percent higher than TekSynap's, was worth the price premium. TekSynap's disagreement does not demonstrate that the SSO's tradeoff decision was unreasonable.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel