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Decision

Matter of: New Generation Solution, LLC

File: B-422428

Date: June 24, 2024

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DIGEST

Protest challenging the evaluation of protester's proposal is denied where the agency's assessment of weaknesses, overall evaluation of protester's technical approach, and source selection decision were reasonable.

DECISION

New Generation Solution, LLC (NGS), a small business of McLean, Virginia, protests the award of a contract to Akima Systems Engineering, LLC, of Herndon, Virginia, under request for proposals (RFP) No. 712367735, issued by the Defense Information Systems Agency (DISA) for information technology (IT) services. The protester argues that the agency's evaluation of its technical proposal was unreasonable and that the source selection decision was flawed.

We deny the protest.

BACKGROUND

On September 29, 2023, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the solicitation as a set-aside to 8(a) firms with indefinite-delivery, indefinite-quantity (IDIQ) contracts under the General Services Administration's (GSA) Streamlined Technology Acquisition Resources for Services

(STARS) III governmentwide acquisition contract vehicle.¹ Agency Report (AR), Tab 1, RFP at 1, 3.² The agency sought communications and IT services to support the United States Indo-Pacific Command (USINDOPACOM). *Id.* The services included providing support in the areas of “systems, networks, and telecommunication engineering and administration, information assurance, computer network defense, and web portal and application development as well as supporting electronic key management, project management, portfolio and configuration management, enterprise architecture, and information management.” AR, Tab 1a, Performance Work Statement (PWS) at 2.

The solicitation anticipated the award of a fixed-price contract, with a base period of one year and four 1-year options. RFP at 1. Award was to be made on a best-value tradeoff basis, considering technical/management approach (technical approach) and price. *Id.* at 4. Technical approach was considered more important than price. *Id.* The technical approach factor was comprised of three subfactors, listed in order of descending importance: technical subfactor 1; technical subfactor 2; and management subfactor 3.³ *Id.* Each subfactor contained several elements that pertained to different PWS tasks. *Id.*

The agency evaluated six proposals, including proposals from NGS and Akima. AR, Tab 3, Source Recommendation Document (SRD) at 1. The agency evaluated the proposals of the protester and awardee as follows:⁴

	NGS	Akima
TECHNICAL/MANAGEMENT		
Subfactor 1 (Technical)	Outstanding	Outstanding
Subfactor 2 (Technical)	Acceptable	Good
Subfactor 3 (Management)	Outstanding	Outstanding
PRICE	\$45,811,543	\$64,206,272

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for the performance through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800. Firms participating in this program are commonly referred to as “8(a)” contractors.

² Citations to the record use the documents’ Adobe PDF pagination.

³ Subfactors 1 and 2 identified and required responses to various technical subtasks of the PWS.

⁴ Each subfactor would be assigned a combined technical/risk rating, using a color/adjectival scale of blue/outstanding, purple/good, green/acceptable, yellow/marginal, and red/unacceptable. AR, Tab 3, SRD at 3. For ease of reference, we refer only to the adjectival ratings and do not identify the corresponding color names.

AR, Tab 4, Price Negotiation Memorandum (PNM) at 4. After reviewing the recommendations by the evaluation team and conducting her own assessment, the contracting officer, who served as the source selection authority (SSA), determined that Akima's proposal represented the best value to the government. *Id.* NGS was notified of the agency's award decision on March 5, 2024. AR, Tab 5a, Notice of Award. This protest followed on March 14.⁵

DISCUSSION

The protester challenges the evaluation of its proposal under technical subfactor 2. Specifically, NGS argues that the agency improperly assessed two weaknesses in NGS's proposal under the subfactor, that the agency's assignment of an "acceptable" rating for the subfactor was unreasonable, and that the source selection decision was flawed. Protest at 7-9. The agency responds that the assessment of weaknesses and overall evaluation of the protester's proposal under subfactor 2, as well as the tradeoff decision, were reasonable. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 13, 17-18. We have considered all arguments and find no basis to sustain the protest.

Assessed Weaknesses

Under technical subfactor 2, the RFP advised that proposals would be evaluated, in part, on how well an offeror "demonstrates a plan to fully meet or exceed" the PWS tasks related to Windows System Administration Support, found at PWS section 6.3.4.a. RFP at 5. Section 6.3.4.a of the PWS, in relevant part, stated:

Contractor shall:

a) Windows System Administration: Maintain, install, update, to include patching, and secure operating systems and applications for all current and additional assigned systems and applications within USINDOPACOM. The following is a non-inclusive list of USINDOPACOM systems and applications required to be supported. Systems and applications may be updated, removed, and/or added in which the contractor shall support:

- Windows Active Directory Domains
- Windows Server (Windows 2016 or later)
- Windows Domain Name System (DNS)
- Windows Workstations (Windows 11 or later)

⁵ This protest is within our jurisdiction to hear protests of task orders valued in excess of \$10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B); *Wyle Labs., Inc.*, B-413989, Dec. 5, 2016, 2016 CPD ¶ 345 at 4. The authority under which we exercise our task order jurisdiction is determined by the agency that awarded the underlying IDIQ task order contract, which in this instance is GSA, rather than the agency that actually issues or funds the task order. *Id.*

- Dynamic Host Configuration Protocol (DHCP)
- MS Endpoint Configuration Manager and Intune
- Assured Compliance Assessment Solution (ACAS)
- SPLUNK
- WhatsUpGold
- Ivanti
- Certificate Authority
- Online Certificate Status Protocol (OCSP)
- Certificate Revocation List (CRL)
- PowerShell/Scripting
- Group Policy
- File/Print Services
- ServiceNow

AR, Tab 1a, PWS at 15-16 (Section 6.3.4.a).

The protester argues that the agency's assessment of weaknesses for failing to mention two specific Windows applications--ACAS and PowerShell--was unreasonable, because the solicitation did not require that offerors individually address how they would maintain, install, and update each of the 17 Windows applications listed in PWS section 6.3.4.a. Protest at 7. The agency contends that the solicitation did require the protester to address all 17 Windows systems and applications and that the protester's general approach in its proposal was not sufficient to demonstrate the firm's ability to support ACAS and PowerShell. COS/MOL at 15-17.

The evaluation of proposals is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *Beshenich Muir & Assocs., LLC*, B-421178, Jan. 6, 2023, 2023 CPD ¶ 16 at 4. When reviewing protests of an award in a task order competition, we do not reevaluate proposals, but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 10. A protestor's disagreement with the agency's judgment, by itself, is not sufficient to establish that an agency acted unreasonably. *Id.*

Additionally, an offeror bears the burden of writing a well written proposal with adequately detailed information that clearly demonstrates compliance with solicitation requirements and allows for meaningful review by the procuring agency. *Innovative Mgmt. Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 7. Agencies are not required to infer information from an inadequately detailed proposal, or supply information that the protester has elected not to provide. *Id.*

In its proposal, NGS addressed its ability to provide Windows system administration support under the section titled "2.2.1.1 Subtask 4 (Senior Windows System Administration Support), PWS 6.3.4.a. Windows System Administration." AR, Tab 2,

NGS Proposal at 20. The firm explained it understood that the scope of this PWS task was to perform “daily Windows system administration operations including maintaining, installing, updating, configuring, administering, troubleshooting, etc., of Windows systems.” *Id.* In addressing technical subfactor 2, NGS described its approach to maintaining, installing, updating and patching, and securing Windows systems and applications with varying levels of detail. *Id.* at 20-22. Although the evaluators found NGS’s proposal “demonstrates a thorough understanding of the functions required for Windows System Administration,” DISA assessed two weaknesses under technical subfactor 2 for failing to address two Windows applications that were listed as currently used Windows systems and applications in PWS 6.3.4.a. AR, Tab 3, SRD at 34-35. Specifically, NGS “was assigned two weaknesses due to its failure to address ACAS and its failure to address PowerShell.”⁶ *Id.* at 75.

The text of the RFP made clear that offerors were required to demonstrate a plan for meeting or exceeding the task of maintaining, updating, installing, and securing Windows systems and applications. RFP at 5; AR, Tab 1a, PWS at 15-16 (Section 6.3.4.a). Two of the listed applications the protester was required to support were ACAS and PowerShell. AR, Tab 1a, PWS at 15-16. As such, the agency was tasked with evaluating how well an offeror’s approach demonstrated an ability to maintain, update, install, and secure the 17 applications listed in the PWS which included ACAS and PowerShell.⁷

⁶ ACAS is a software solution used for vulnerability scanning and risk assessment. COS/MOL at 16. PowerShell is a task automation and configuration management program for Windows that is used within INDOPACOM to automate tasks and validate compliance. *Id.*

⁷ To support its argument, the protester references our decision in *International Bus. Machs., Corp.*, B-420725.4, B-420725.5, Aug. 18, 2023, 2023 CPD ¶ 204. Comments at 2. There, we denied a protester’s allegation that the awardee’s proposal should have been downgraded for failing to specifically address all example items listed in part of the PWS. We find the facts here distinguishable from the facts in *International Business*. In *International Business*, we found that the example tasks were not requirements of the solicitation, but rather examples of tasks to be completed under the requirement. Specifically, we concluded “nothing in the RFQ would reasonably suggest that a vendor was obligated to address every detail of expected performance delineated [in] the PWS, nor that those details constituted ‘requirements’ of performance.” *Id.* at 8 (emphasis added). Thus, where the solicitation required the agency to evaluate technical quotations based on the degree to which quotations demonstrated an ability to generally meet the goals, objectives, conditions, and tasks laid out in the PWS, and the agency reasonably did so, we found nothing objectionable with the agency’s evaluation. *International Bus. Machs., Corp.*, *supra* at 8.

Here, we consider the 17 applications to be definitive requirements of the solicitation, as the PWS noted that the applications are currently in use by the agency and were required to be supported by the awardee. Thus, the agency was evaluating how well
(continued...)

Here, the agency found that the protester's proposal "covered the intent of 15 of the 17 required applications." AR, Tab 3, SRD at 35; COS/MOL at 15. For example, the agency found that NGS adequately addressed the application Ivanti when the protester discussed its patching methodology. AR, Tab 3, SRD at 35. Specifically, the agency found the protester's statement "[w]e perform all the patch management processes during [DELETED] to avoid any disruptions and will use [DELETED] to distribute patches across the network" to be a thorough description that gave the agency the confidence that NGS's approach covered that application. NGS Proposal at 21; see *id.* In this context, the agency did not require the protester to specifically address each of the 17 applications in order to receive credit for addressing the requirement, but rather assigned evaluation credit when the proposal adequately described the plan to meet the PWS requirements which included the 17 listed applications.

On the other hand, DISA found the protester's approach to supporting PowerShell and ACAS to be lacking for its failure to either specifically or adequately address ACAS and PowerShell. For example, the agency noted that the protester failed to specifically mention PowerShell when addressing subfactor 2. AR, Tab 3, SRD at 36. Further, the record reflects that there was no general mention in the proposal under subfactor 2 that described any support for task automation and configuration management programs. See AR, Tab 2, NGS Proposal at 20-22. Similarly, evaluators stated that ACAS was not mentioned in NGS's discussion of subfactor 2. AR, Tab 3, SRD at 35. Additionally, although the agency acknowledges that the protester does describe a generalized approach to vulnerability scanning when discussing ways to secure applications and systems, the agency notes that NGS's approach was not detailed or thorough enough for the agency to understand whether the protester would support ACAS or use ACAS to secure Windows systems. COS/MOL at 16; *id.*

Here, offerors were required to submit detailed proposals that demonstrated compliance with PWS 6.3.4.a. The agency had the discretion to determine whether that approach was too vague or unclear to ascertain whether the protester could meet the PWS requirements. *CACI, Inc.-Fed.*, B-420441.3, Nov. 5, 2022, 2022 CPD ¶ 278 at 8 ("In our view, [the agency's] assignment of weaknesses at issue reasonably stem from the protester's failure to provide germane information."). Based on our review of the record, we do not find it unreasonable for the agency to expect an offeror's plan--demonstrating its ability to maintain, install, update, and secure all Windows applications and systems--to be thorough and to reference the systems and applications listed in PWS 6.3.4.a. We find nothing objectionable with the agency's conclusion that a failure to reference or address two of the applications would increase risk of successful performance, where successful performance was predicated by an offeror's ability to maintain, install, update, and secure Windows systems and applications, which included PowerShell and ACAS. As such, this protest allegation is denied.

offerors demonstrated an ability to support the goals and tasks of the PWS which included the 17 applications listed in PWS 6.3.4.a.

Subfactor 2 Rating

The protester also argues that even if the agency's assessment of weaknesses under subfactor 2 was reasonable, the agency's assignment of an "acceptable" rating for subfactor 2 was unreasonable. Protest at 8. The protester references the solicitation's definitions of "good" and "acceptable" adjectival ratings to support its contention that the agency assigned the wrong rating to the protester's proposal. *Id.* at 8.

The RFP defined an "acceptable" adjectival rating as one where the "[p]roposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate." AR, Tab 1e, RFP Attach. 5 at 1. A "good" rating was defined as the "[p]roposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate." *Id.* For subfactor 2, the agency assigned NGS an "acceptable" rating, finding that the proposal provided an adequate approach to the requirements, contained no significant strengths, three strengths, and two weaknesses. AR, Tab 3, SRD at 34.

Based on its review of the identified strengths and weaknesses, the agency found that the protester's proposal met the requirements under subfactor 2 and that the risk of unsuccessful performance was no worse than moderate. *Id.* The agency explains that although the evaluators found NGS's proposal demonstrated a thorough understanding of the functions required for Windows system administration, the approach, in total, was only adequate and presented some risk because the protester's approach failed to adequately address PowerShell and ACAS. COS/MOL at 18. Because there was risk, but the risk was no worse than moderate, the agency assigned the protester an "acceptable" rating. *Id.*

The protester argues that because NGS's approach under subfactor 2 received three strengths, the agency should have assigned a "good" rating to its proposal under subfactor 2. Protest at 8. The adjectival rating definitions, however, do not restrict the agency from assigning an "acceptable" rating to a proposal that contains strengths--nor can the protester point to any solicitation provision that required the agency to assign an adjectival rating of "good" merely because a proposal was assessed strengths, or because the agency had deemed the protester's approach adequate. Further, there is no legal requirement that an agency award the highest rating possible under an evaluation factor simply because the proposal contains strengths. *LOGC2, Inc.*, B-416075, June 5, 2018, 2018 CPD ¶ 204 at 10. The protester's argument, without more, merely expresses its disagreement with the agency's conclusion. *Id.* (finding reasonable the agency's conclusion that protester, even with multiple strengths, was not deserving of higher adjectival rating). Our review of the record finds unobjectionable the evaluation of the protester's proposal under technical subfactor 2, and we find the assignment of an adjectival rating of "acceptable" to be a reasonable exercise of the agency's discretion. *Id.*

Source Selection Decision

Finally, the protester argues that the agency's best-value tradeoff decision was flawed. Protest at 9. Specifically, the protester contends that the agency overlooked Akima's substantial price premium. *Id.* The agency argues that its source selection decision was reasonable and adequately documented. COS/MOL at 19-23.

An agency has broad discretion in making a tradeoff between price and nonprice factors. *Valiant Glob. Def. Servs., Inc.*, B-421550.2 *et al.*, June 27, 2023, 2023 CPD ¶ 161 at 7. Where, as here, a solicitation provides that a task order will be issued to the vendor whose quotation or proposal is determined to be the best value, considering price and other factors, the agency retains the discretion to select a vendor with a technically superior evaluation, despite a higher price, so long as the tradeoff is properly justified and otherwise consistent with the stated evaluation and source selection scheme. *Obsidian Sols. Fed. Servs., LLC*, B-421651, July 24, 2023, 2023 CPD ¶ 209 at 4. A protester's disagreement with an agency's judgments about the relative merit of competing proposals does not establish that the judgments were unreasonable. *Cognosante MVH, LLC; Pro Sphere-Tek, Inc.*, B-421150 *et al.*, January 10, 2023, 2023 CPD ¶ 18 at 22.

Here, the solicitation explained that award would be made to the offeror whose proposal represented the best value to the government. RFP at 4. Technical/Management was considered more important than price. *Id.* Consistent with this basis for award, the SSA weighed the merits of each technical approach and compared proposals under each subfactor. AR, Tab 3, SRD at 72-75, 77-78. For example, under technical subfactor 1, the agency noted:

Akima's reliance on proven DoD [Department of Defense] processes, its understanding of the interdependencies to support DoD environments, its dedicated training staff, and its understanding of LAN/WAN security and monitoring requirements reveals a deep understanding of the unique needs of INDOPACOM. This solution provides superior value to the Government and virtually eliminates all risk of unsuccessful performance. The benefits of Akima's superior technical solution under Subfactor 1 justifies paying the higher price for Akima's proposal.

Id. at 79.

Similarly, when comparing Akima and NGS's proposals under technical subfactors 2 and 3, the SSA concluded that the superiority of Akima's technical solution warranted payment of the price premium. Specifically, the SSA found:

Since INDOPACOM is looking for well qualified SME's, [subject matter experts] the additional years of experience of Akima is considered significant and beneficial to the Government in the performance of the contract. The INDOPACOM mission is unable to sustain downtime to their

critical IT support and a significant reduction in risk within the proposed staffing approach goes a long way in ensuring that a fully qualified staff will be onboard at the start of contract performance and throughout the life of the contract. When comparing Akima and New Generation, Akima's proposal has more value and is deemed superior. The benefits of Akima's superior technical solution under Subfactor 3 justifies paying the higher price for Akima's proposal.

Id. at 81. Ultimately, the agency concluded that Akima was “the most technically superior proposal, [and] the benefits associated with its proposal outweigh the 40 [percent] price premium associated with its proposal when compared to New Generation Solution's proposal.” *Id.*

The protester contends that nothing in the source selection decision indicated that the agency considered the benefits of the protester's lower priced proposal in making its tradeoff decision, and NGS continued to emphasize that the price premium between the awardee and protester was too great. Comments at 7. Here, the protester's view that Akima's price premium was too great is simply a disagreement with the agency's judgement and, without more, is insufficient to establish that the SSA's tradeoff determination was unreasonable. *Obsidian Sols. Fed. Servs., LLC, supra* at 5.

Our review finds that the agency documented the differences it found between NGS's and Akima's proposals, explained why Akima's technical superiority under every subfactor warranted the payment of a price premium, and reasonably found Akima's proposal to represent the best value to the government. *Id.* (“Because the agency fully discussed the strengths and significant strengths within both quotations, and documented its tradeoff decision, we have no basis to object to the agency's decision to select the higher-priced, higher-rated quotation.”). As such, we find the agency's source selection decision unobjectionable.

The protest is denied.

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General Counsel