



# Decision

**Matter of:** AccelGov, LLC  
**File:** B-422618.2; B-422618.3  
**Date:** August 30, 2024

## DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

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W. Brad English, Esq., and Taylor R. Holt, Esq., Maynard Nexsen, PC, for the protester. Adam K. Lasky, Esq., Erica L. Bakies, Esq., and Sarah E. Barney, Esq., Seyfarth Shaw LLP, for CompQsoft, Inc., the intervenor. Joseph A. Buitron, Esq., Colleen M. Eagan, Esq., and Lieutenant Colonel Jason R. Hull, Defense Information Systems Agency, for the agency. Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest arguing that evaluators unreasonably failed to assign additional strengths in the protester’s proposal is denied where the protester presents nothing more than its disagreement with the agency’s assessment of the proposal’s merits.
  2. Protest contention that the agency evaluated proposals in a disparate manner is denied where the record reflects that evaluation differences were the result of differences in offerors’ proposals.
  3. Protest that the best-value tradeoff failed to consider the protester’s lower price is denied where the record does not support the protester’s contention, but shows instead that selection of the awardee’s higher technically rated, higher-priced proposal was reasonable and consistent with the solicitation.
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## DECISION

AccelGov, LLC, an economically-disadvantaged woman-owned small business joint venture of Bethesda, Maryland, protests the issuance of a task order to CompQsoft, Inc., a small business of Leesburg, Virginia, under request for proposals (RFP) No. 832366806, issued by the Defense Information Systems Agency (DISA) for information technology (IT) support services. The protester challenges the agency’s evaluation of proposals and resulting best-value tradeoff.

We deny the protest.

## BACKGROUND

On April 4, 2024, using the procedures of Federal Acquisition Regulation subpart 16.5, the agency issued the solicitation to small-business holders of DISA's ENCORE III multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts. Agency Report (AR), Tab 3, RFP at 1.<sup>1</sup> The solicitation sought proposals for IT services "covering a full range of technical, functional, and managerial expertise" in support of "the Navy's Submarine Maintenance Engineering, Planning and Procurement (SUBMEPP)" function. *Id.*; AR, Tab 3a., Performance Work Statement (PWS) at 1. The solicitation contemplated issuance of a fixed-price order with cost-reimbursable elements for other direct costs (ODCs) such as travel, with a 1-year base period and four 1-year option periods. RFP at 1.

Award was to be made on a best-value tradeoff basis, considering offerors' technical/management approach and price. RFP at 2-4. The technical/management approach factor consisted of the following three subfactors, which were of equal importance: (1) technical experience; (2) staffing plan; and (3) management approach. *Id.* at 4-5. Each subfactor would be assigned an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable, but the technical/management factor, itself, would not be assigned an overall rating. AR, Tab 9, Source Selection Decision (SSD) at 3-4. The solicitation established the technical/management approach factor was more important than price, and stated that price would be evaluated for reasonableness and completeness. RFP at 4-5. For price evaluation purposes, the solicitation provided "plug numbers to be used by all offerors when proposing ODCs," and stated that the agency reserved the right "to conduct a realism analysis." *Id.* at 5.

The agency received six initial proposals, including those submitted by AccelGov and CompQsoft, and conducted discussions with--and requested final proposal revisions from--all six offerors. AR, Tab 9, SSD at 3, 5. The evaluators assessed AccelGov's and CompQsoft's final proposals as follows:

	AccelGov	CompQsoft
<b>Technical/Management Approach</b>		
<b>Technical Experience</b>	Acceptable	Good
<b>Staffing Plan</b>	Acceptable	Good
<b>Management Approach</b>	Acceptable	Acceptable
<b>Price</b>	\$29,217,674.18	\$47,493,792.51

*Id.* at 8-9.

The contracting officer, who was also the source selection authority (SSA) for this procurement, performed a comparative analysis of final proposals and "determined that CompQsoft is technically superior to all offerors" under two technical/management

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<sup>1</sup> Unless otherwise noted, our citations use the Adobe PDF pagination of documents.

approach subfactors--technical experience and staffing plan. AR, Tab 9, SSD at 10, 14. Under the third subfactor--management approach--the SSA found the six proposals technically equal. *Id.* at 14. Overall, the SSA concluded that CompQsoft submitted the highest technically rated proposal, and that payment of the premium associated with CompQsoft's second highest price was warranted due to multiple additional strengths assessed in the firm's proposal under the technical experience and staffing plan subfactors. *Id.* at 14-16. Accordingly, the SSA selected CompQsoft to receive the task order. *Id.* at 16. After being notified of the source selection decision and receiving a debriefing, AccelGov filed this protest with our Office.<sup>2</sup>

## DISCUSSION

The protester contends the evaluators failed to assign two warranted strengths in AccelGov's proposal. Further, the protester asserts the failure to assign one of the missed strengths reflects disparate treatment by the agency. Finally, the protester argues the agency failed to consider price as part of the best-value tradeoff. Although we do not address each of the protester's arguments, we have considered them all and conclude that none provides a basis to sustain the protest.<sup>3</sup>

### Assessment of Purported Strength

The protester argues that the evaluators should have assessed a strength in AccelGov's proposal under the technical experience subfactor. Protest at 10-11. The agency maintains that AccelGov's protest "amounts to mere disagreement with the Agency's reasonable evaluation." Memorandum of Law (MOL) at 2. We agree with the agency.

When reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *Cognosante MVH, LLC,; Pro Sphere-Tek, Inc., B-421150 et al.*, Jan. 10, 2023, 2023 CPD ¶ 18 at 11. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria and with applicable procurement statutes and regulations. *Id.; American Sys. Corp., B-420132 et al.*, Dec. 13, 2021, 2021 CPD ¶ 387 at 5. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonable. *Id.*

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<sup>2</sup> As the value of the protested task order exceeds \$25 million, this protest is within our jurisdiction to hear protests of task orders placed under defense agency IDIQ contracts. 10 U.S.C. § 3406(f)(1)(B).

<sup>3</sup> The protester also argued CompQsoft's price was unreasonably high, but subsequently withdrew this argument. Protest at 12; Comments & Supp. Protest at 6 n.4.

The solicitation provided that, through the provision of references for recent and relevant contracts of similar size and scope, an offeror's proposal must demonstrate how the offeror "meets or exceeds" three elements under the technical experience subfactor. RFP at 4. Relevant here, for element 1, software development and configuration, the solicitation required a proposal to "address the offeror's approach to provide Application development and troubleshooting for" 10 listed technology systems and tools. *Id.*

The record reflects that the evaluators assessed no strengths, weaknesses, or deficiencies in AccelGov's proposal, concluded the proposal "meets requirements and indicates an adequate approach and understanding of the requirements" for the software development and configuration element, and assigned the proposal a rating of acceptable under the technical experience subfactor. AR, Tab 8, Consensus Evaluation Report (Eval. Rpt.) at 48-49. The evaluators found, for the 10 technologies listed in the RFP, "the offeror provides an overarching approach for Application development and troubleshooting, outlining a Software Delivery Model including best practices and adherence to industry and government standards." *Id.* at 49. Additionally, the evaluators noted AccelGov's software delivery model approach "systematically addresses all . . . PWS subtasks and requirements." *Id.* The evaluators then detailed their assessment of AccelGov's demonstrated experience with each of the 10 technologies. *See id. generally* at 49-51.

The protester takes issue with this evaluation, contending that its "proposal offered improvements to the Agency's development process. Protest at 10, *citing* AR, Tab 7b, AccelGov Non-Price Proposal at 14. AccelGov maintains that its proposed "improvements" warranted assessment of a strength because the proposed approach has "merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance." Protest at 10. In support of its argument, the protester cites to an exchange that occurred during its debriefing, in which AccelGov asked: "Why did the government not view the improvements we proposed to the current development process to be a strength or a significant strength?" *Id.*, *citing* AR, Tab 14, Debriefing Questions and Answers (Q&A) at 1. The protester claims that "[w]hile recognizing these things as 'improvements' the Agency said they were 'not a strength because they are all standard industry best practices part of how any successful and modern IT organization' operates. Protest at 10. AccelGov then argues that "[e]ven if these are just 'standard industry best practices,' the Agency is not currently employing them," which makes them improvements meriting assessment of a strength. *Id.* at 11.

We note that the protester's characterization of the agency's response as "recognizing these things as 'improvements'" is, at best, a generous reading of the debriefing Q&A language. A review of the complete debriefing response shows the agency provided multiple reasons for why AccelGov's approach did not merit assessment of a strength. AR, Tab 14, Debriefing Q&A at 1. First, as acknowledged by the protester, the agency noted the proposed approach employed standard industry best practices. *Id.* In this respect, the agency's debriefing explained that "even if the offeror had not mentioned

these practices, experience with them and compliance with them would likely be assumed as they are industry best practice.” *Id.* Second, the agency indicated that “not all of the practices mentioned are fully relevant to SUBMEPP’s IT infrastructure as we run a significant amount of older legacy software.” *Id.* In other words, some of the “improvements” AccelGov proposed to employ could not be used in the agency’s IT environment. Third, the agency stated that its personnel were already working to implement some of the proposed standard industry practices, and, as a result, AccelGov did “not bring additional value” by offering to do work the agency was already performing. *Id.*

In response to the protest, the agency further explains that some of the “improvements” proposed by AccelGov “would be a burden on the Government due to not having the appropriate resources to maintain the solution offered.” AR, Tab 18, Contracting Officer’s Representative (COR) Decl. at 1. Additionally, the agency elaborates on the debriefing response by noting that because the agency is “choosing to continue using older legacy systems, in order for [the agency] to utilize AccelGov’s proposed practices, the Government would be required to rebuild our platform and migrate to the cloud, which is something [the agency] specifically stated we did not want.” *Id.*; see also PWS at 2 (noting that the agency would be transitioning to a cloud network during the period of the task order, but that “[c]loud specific migration tasks are not included in this task order,” which “is specifically a sustainment specific task order”). Further, the agency represents that implementation of “AccelGov’s proposed practices” would “negatively impact” end users who would be “forced to rebuild applications.” AR, Tab 18, COR Decl. at 1-2.

The protester insists “[t]he fact that AccelGov’s proposed improvements are also the industry’s best practices is even more of a reason to assign AccelGov a strength.” Comments & Supp. Protest at 2. According to the protester, “[e]ven if the Agency is working towards implementing these improvements,” AccelGov’s proposal “would benefit the Agency in completing implementation.” *Id.* These arguments, however, reflect nothing more than the protester’s disagreement with the agency’s evaluative judgment about the merit of AccelGov’s proposal. Such disagreement is insufficient to establish that the agency acted unreasonably, nor does our review of the record here provide any basis to question the evaluators’ judgment that AccelGov’s proposal did not merit assessment of the purported strength; the protest argument is denied. See e.g., *Cognosante MVH, LLC; Pro Sphere-Tek, Inc.*, *supra* at 12 n. 9 (denying protester’s allegation that its proposal merited assessment of nine additional strengths where protester proffered nothing more than its disagreement with evaluators’ judgment); *CACI, Inc.--Federal*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 9 (denying allegation that proposal merited additional strengths where the protest submissions and the contemporaneous evaluation record demonstrated only that the protester “holds a different opinion from the evaluators” about the information in the protester’s proposal).

## Disparate Treatment

In addition to the purported missed strength under the technical experience subfactor, the protester argues the evaluators should have assessed a strength in AccelGov's proposal under the staffing plan subfactor related to the firm's proposed transition schedule. Protest at 11. In the protester's view, the evaluators' failure to assess this additional strength reflects disparate treatment in the evaluation of AccelGov's and CompQsoft's proposals. Comments & Supp. Protest at 4-5. The agency maintains that the "allegation of disparate treatment is unsupported and is reasonably explained by looking at the totality of CompQsoft's strength compared to the Agency's evaluation of AccelGov's proposal." Supp. MOL at 2. We agree.

It is a fundamental principle of government procurement that competitions must be conducted on an equal basis; that is, the contracting agency must even-handedly evaluate proposals against common requirements and evaluation criteria. *Office Design Group v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020) citing FAR 1.602-2(b) ("Contracting officers shall . . . ensure that contractors receive impartial, fair, and equitable treatment."); *Transworld Systems, Inc.; Account Control Tech., Inc.*, B-414090.13 *et al.*, Dec. 22, 2017, 2019 CPD ¶ 2 at 9. Agencies properly may assign dissimilar proposals different evaluation ratings, however. *Office Design Group v. United States*, *supra* at 1372 citing FAR 1.102-2(c)(3) ("All contractors and prospective contractors shall be treated fairly and impartially but need not be treated the same."); *Battelle Memorial Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 6. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably evaluated its proposal in a different manner than another proposal that was substantively indistinguishable or nearly identical. *Id.* In other words, a protester must show that the differences in evaluation did not stem from differences between the proposals. *CACI, Inc.--Federal*, *supra* at 10.

Relevant here, under the staffing plan subfactor, the solicitation established the agency would "evaluate offerors' approach to provide a comprehensive staffing plan." RFP at 4. The solicitation required the successful offeror to have: (1) all key personnel "onboard at the start of the period of performance" (POP); (2) 50 percent of all staff onboard "within two weeks of the start of the POP"; and (3) 100 percent of staff onboard "within 30 calendar days." PWS at 58.

The record shows that AccelGov offered to staff the contract with "[DELETED] [percent] resources within [DELETED] weeks of the start of the POP" and to provide "[DELETED] resources ([DELETED] [percent]) in [DELETED] calendar days." AR, Tab 7b, AccelGov Non-Price Proposal at 32. Immediately following these statements, AccelGov's proposal included a table of "Staffing Milestones" that set out a slightly different staffing schedule than the preceding statement. *Id.* Specifically, the table indicated AccelGov would provide: (1) [DELETED] percent of staff by day [DELETED]; (2) [DELETED] percent of staff by day [DELETED]; (3) [DELETED] percent of staff by day [DELETED]; and (4) 100 percent of staff by day 25. *Id.*

The evaluators assessed no strengths, weaknesses, or deficiencies in AccelGov's proposal; found that it met the "requirements and indicate[d] an adequate approach and understanding"; and assigned the proposal a rating of acceptable under the staffing plan subfactor. AR, Tab 8, Eval. Rpt. At 54. The evaluators specifically noted the staffing timelines proposed by AccelGov, including the proposed provision of 100 percent of staff by day 25. *Id.* The evaluators did not indicate this as a strength, however, finding only that AccelGov's proposal complied with the PWS requirements. *Id.* In contrast, the evaluators assessed a strength in CompQsoft's proposal for its "active plan to staff by day one," which surpassed the PWS' requirements. *Id.* at 85. Specifically, the evaluators noted CompQsoft's proposal statement that the firm was "investing in its personnel now to ensure full staffing on contract start day 1." *Id.* The SSA noted this strength as a discriminator in the tradeoff analysis, finding CompQsoft's "plan to staff by day one substantially reduces the risk of any downtime during the 30-day Transition period caused by a lack of personnel" as well as "reducing the general risk of unsuccessful performance." AR, Tab 9, SSD at 16.

The protester asserts that the agency engaged in disparate treatment when it "did not award AccelGov a strength" for exceeding the PWS' transition timeline by five days, but "did give CompQsoft a strength for proposing a faster transition-in schedule." Comments & Supp. Protest at 4. The protester characterizes the two proposals as "the same," maintaining that "[b]oth AccelGov and CompQsoft proposed to provide personnel more quickly than the PWS required," and so both should have received a strength. *Id.* at 4-5.

The protester's contentions are not supported by the record. Rather, the record reflects that AccelGov's proposal either offered to provide 100 percent staffing within 30 calendar days, as required by the PWS, or five days early, depending on whether one relies on the written narrative in the body or in the table portion of the proposal's staffing timeline discussion. AR, Tab 7b, AccelGov Non-Price Proposal at 32. CompQsoft's proposal, on the other hand, proposed to provide 100 percent staffing on the first day of the contract. AR, Tab 8, Eval. Rpt. at 85. Thus, even reading the record in the light most favorable to the protester, the two proposals were neither the same nor substantively indistinguishable, as CompQsoft proposed to provide full staffing 25 days sooner than AccelGov. Further, the contemporaneous record shows it was CompQsoft's first day staffing specifically, not just early staffing generally, that the Evaluators and SSA found warranted assessment of a strength. AR, Tab 8, Eval. Rpt. at 85. Accordingly, we deny the protester's challenge that the agency's evaluation of offerors' transition plans was disparate. *See e.g., UltiSat, Inc., B-416809 et al., Dec. 18, 2018, 2019 CPD ¶ 6 at 11* (denying contention that protester's proposal merited additional strengths where protester's "complaints essentially stem from its disagreement with the evaluators' judgments, and not from an unequal evaluation); *American Tech. Solutions, LLC, B-421585.6, B-421585.7, Nov. 20, 2023, 2023 CPD ¶ 272 at 10-11* (denying allegation of disparate treatment where protester's transition plan did not include the same features as the awardee's).

## Best-Value Tradeoff

Finally, the protester challenges the agency's best-value tradeoff analysis arguing, first, that the underlying evaluation errors tainted the tradeoff and, second, that the agency failed to consider AccelGov's price advantage as part of the tradeoff. Protest at 13-14. Specifically, the protester contends that "[o]nly by 'minimiz[ing] the impact of price to make it merely a nominal evaluation factor' could the selection official have selected CompQsoft" given "AccelGov's significant price advantage." *Id.* at 14. The protester maintains that such an analysis deviated from the solicitation's evaluation scheme, "which said that Price was less important than Technical, but not significantly so." *Id.*

Here, the solicitation established the technical/management approach factor was more important than price. RFP at 4. When a solicitation provides for a tradeoff between price and non-price factors, source selection officials have broad discretion in deciding the manner and extent to which they will make use of technical and price evaluation results; price/technical tradeoffs may be made and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the evaluation criteria. *Quantech Servs., Inc.*, B-417347; B-417347.2, May 29, 2019, 2019 CPD ¶ 203 at 10. In reviewing a source selection official's tradeoff rationale, we will not substitute our judgment for that of the official, as it is not our function to second guess the agency's judgment as to the value of the advantages associated with a higher-rated proposal. *Carothers Constr., Inc.*, B-405241.4, July 26, 2012, 2012 CPD ¶ 225 at 9. Nor does 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.*, *supra* at 22.

As discussed above, the alleged evaluation errors on which the protester's best-value tradeoff challenges partially rest, have no merit. Further, the record does not support the protester's contention that the agency failed to consider price as part of the tradeoff. Rather, the source selection decision includes a qualitative comparison of the offerors' proposals, and a detailed discussion of the benefits presented by CompQsoft's technically superior proposal. AR, Tab 9, SSD at 10, 14-16. Specifically, the SSA concluded that two aspects of CompQsoft's proposal under the technical experience subfactor and two aspects under the staffing plan subfactor gave "high confidence of superior performance and overall success of the Navy Mission." *Id.* at 14-16. The SSA also explicitly acknowledged that CompQsoft's "price is higher than other offerors," but "given their technical experience and efforts to staff from day one of award," the SSA concluded CompQsoft's multiple benefits warranted payment of its price premium. *Id.* at 16.

Notwithstanding the protester's disagreement with the SSA's judgment about the relative merits of competing proposals, the record here provides no basis for us to question the reasonableness of the SSA's tradeoff decision, which selected CompQsoft's higher-rated, higher-priced proposal over AccelGov's lower-rated, lower-priced offering. See e.g., *Carothers Const., Inc.*, *supra* at 9 (denying challenge to agency's selection of a higher-rated, higher-priced proposal where the protester was "in



essence asking us to substitute our judgment” for that of the agency about the value of the higher-priced proposal’s advantages); *Superlative Techs., Inc.; Atlantic Sys. Group, Inc.*, B-415405 *et al.*, Jan. 5, 2018, 2018 CPD ¶ 19 at 12 (denying challenge to agency’s selection of a higher-priced quotation where the SSA enumerated the strengths identified in the quotation that constituted benefits meriting payment of the premium).

The protest is denied.

Edda Emmanuelli Perez  
General Counsel