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Decision

Matter of: New Generation Solution, LLC

File: B-422559.2; B-422559.3

Date: October 23, 2024

Taylor R. Holt, Esq., Emily Chancey, Esq., and W. Brad English, Esq., Maynard Nexsen, PC, for the protester.

Gregory R. Hallmark, Esq., Tanner N. Slaughter, Esq., and David S. Black, Esq., Holland & Knight LLP, for DSSG LLC, the intervenor.

Colleen A. Eagan, Esq., Defense Information Systems Agency, for the agency.

Hannah G. Barnes, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's technical evaluation is denied where the record shows that the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria.
 2. Protest alleging that the agency engaged in disparate treatment by identifying a strength in the awardee's proposal and not in the protester's proposal is denied where the difference in strengths was based on differences in the proposals.
 3. Protest challenging an agency's best-value tradeoff determination is denied where the record reflects that the agency's source selection rationale was consistent with the stated evaluation criteria.
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DECISION

New Generation Solution, LLC (NGS), a small business of McLean, Virginia, protests the issuance of a task order to DSSG, LLC, a small business of Herndon, Virginia, under request for proposals (RFP) No. 832369156, issued by the Department of Defense, Defense Information Systems Agency (DISA), for endpoint modernization services. NGS challenges the agency's technical evaluation and source selection decision.

We deny the protest.

BACKGROUND

The agency issued the RFP on May 23, 2023, pursuant to the procedures of Federal Acquisition Regulation subpart 16.5, under the General Services Administration's (GSA) 8(a) Streamlined Technology Acquisition Resource for Services (STARS) III contract, seeking endpoint modernization services to support DISA's Joint Service Provider (JSP) requirement.¹ Agency Report (AR), Tab 1, RFP at 1; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 4. The RFP contemplated the issuance of a fixed-price task order with a 1-year base period and four 1-year option periods. RFP at 2.

The RFP announced that award would be made on a best-value tradeoff basis, considering price and five technical/management approach subfactors: (1) program and project management support, (2) workstation environment discovery and endpoint modernization installation, (3) asset management and logistics coordination, (4) hardware procurement, and (5) key positions. RFP at 4-5. The solicitation advised that all technical/management approach subfactors were "of equal importance" and that the technical/management approach factor was "more important" than the price factor. *Id.* at 5-6. The RFP provided for the assessment of significant strengths, strengths, weaknesses, significant weaknesses, deficiencies, and risk in the offerors' proposals during the best-value tradeoff. AR, Tab 1g, Evaluation Tables at 1.

Under the program and project management technical subfactor, the RFP directed offerors to "describe their approach to implementing the overall endpoint modernization program." RFP at 5. More specifically, with respect to subtasks in PWS section 6.1 corresponding with the program management subfactor, the solicitation directed offerors to "describe their ability to demonstrate a comprehensive management approach that ensures fully trained, top-quality personnel are provided in accordance with the requirements outlined in the PWS, how the contractor will track and manage all resources to support the efforts outlined in the PWS, and describe the appropriate mix of labor categories, labor hours, and other direct costs." *Id.* This technical subfactor would receive a rating of either outstanding, good, acceptable, marginal, or unacceptable.² *Id.* at 4; see AR, Tab 1g, Evaluation Tables at 1. Under the price factor, the RFP provided for proposals to be evaluated for price reasonableness and completeness, with price completeness meaning that "all solicitation requirements must be priced, figures correctly calculated, and prices presented in a clear and useful format." *Id.* at 5.

¹ The STARS III contracts are a suite of indefinite-delivery, indefinite-quantity (IDIQ) contracts awarded by GSA. The JSP provides a full range of information technology products, services, solutions, and customer support to the Pentagon, the Office of the Secretary of Defense, the Department of the Army, and other agencies. AR, Tab 1a, Performance Work Statement (PWS) at 1.

² As the other technical subfactors are not at issue here, they will not be discussed further in this decision.

On or before the August 1, 2023 closing date for receipt of proposals, the agency received proposals from nine offerors, including NGS and DSSG. AR, Tab 8, Source Selection Decision (SSD) at 30. The agency evaluated NGS's and DSSG's proposals as follows:

| | Technical Subfactor 1 | Technical Subfactor 2 | Technical Subfactor 3 | Technical Subfactor 4 | Technical Subfactor 5 | Price |
|-------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|
| NGS | Acceptable | Acceptable | Acceptable | Acceptable | Acceptable | \$45,322,304 |
| DSSG | Good | Acceptable | Acceptable | Acceptable | Acceptable | \$51,552,987 |

AR, Tab 8, SSD at 4.

In evaluating NGS's proposal, the agency did not assess any strengths, significant strengths, uncertainties, weaknesses, significant weaknesses, or deficiencies. AR, Tab 8, SSD at 21. Under the first technical subfactor, program and project management support, the evaluators found that NGS met the solicitation requirements; its proposal indicated an adequate approach and understanding of the requirements; and risk of unsuccessful performance was no worse than moderate. *Id.* at 53. In evaluating the awardee's proposal, the evaluators assessed a strength under the same subfactor, praising the comprehensiveness and detail in the awardee's approach to implementing the solicitation requirements, such as the specifics of its planning, its readiness to identify and implement [REDACTED] opportunities, its proposed project management methodologies, its readiness to execute the solicitation requirements seamlessly and with minimal agency guidance, and the way its approach demonstrated "a robust understanding" of the solicitation requirements. AR, Tab 8, SSD at 18.

The agency concluded that DSSG's "technically superior solution" offered the best value, in comparison to NGS's "technically inferior solution," and justified the 13.7 percent price premium. *Id.* at 59. The evaluators reasoned that DSSG's approach to implementing the endpoint modernization program "will result in the increased [REDACTED] and [REDACTED], leading to . . . process efficiency and contract task performance effectiveness," in comparison to NGS's solution, which met all the solicitation requirements but did not have "any aspects of its solution that would be advantageous" to the agency. *Id.*

On July 9, 2024, the agency sent NGS an unsuccessful offeror letter and provided NGS with its debriefing that same day. COS/MOL at 10. On July 19, this protest followed.³

³ Because 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).

DISCUSSION

The protester challenges various aspects of the agency's evaluation. NGS argues that the agency should have assessed a strength in its proposal under the program and project management subfactor based on NGS's helpdesk and hotline experience. The protester also asserts that the agency engaged in disparate treatment by assessing a strength in DSSG's proposal under the first subfactor, but not in NGS's proposal. Finally, the protester argues that the agency's tradeoff decision was flawed, contending that the agency failed to properly consider the price savings NGS's proposal offered. After reviewing the record, we find no basis to sustain NGS's protest.⁴

Strength for Helpdesk and Hotline Experience

First, the protester argues that the agency's evaluation under the program and project management support subfactor was unreasonable because NGS should have received a strength for its proposed helpdesk and hotline for the endpoint modernization staff and customers. Protest at 8. The protester contends that this helpdesk and hotline will enable "rapid resolution of day-to-day service delivery issues"; is a proven process utilized by NGS in prior efforts; and provides a solution that exceeds what the solicitation requires. *Id.* (quoting PWS § 6.1.4). Ultimately, the protester asserts that its proposal merited a strength under the subfactor because providing its own helpdesk and hotline "fits squarely in the definition of a strength" by meeting the requirements of the PWS in section 6.1.4. Comments and Supp. Protest at 2.

The agency responds that it reasonably concluded that NGS's proposal did not merit a strength for proposing to provide a helpdesk and hotline. COS/MOL at 13. The agency points to the definition of a strength as "an aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance." *Id.* (quoting AR, Tab 1g, Evaluation Tables at 1). The agency asserts that the proposed helpdesk and hotline did not go above and beyond requirements for two reasons: providing a helpdesk and hotline "does not align with lifecycle refresh activities, which is what [endpoint modernization] is," and the agency already has a helpdesk via a pre-existing contract. COS/MOL at 13.

The evaluation of an offeror's technical proposal is a matter within the agency's broad discretion, and our Office will not substitute our judgment for that of the agency; rather,

⁴ In its various protest submissions, NGS has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not address all the protester's arguments, we have considered all of them and find that they afford no basis on which to sustain the protest. The protester also initially argued that it should have received a strength for proposing incumbent personnel, but subsequently failed to respond or rebut the agency's response to this argument. *Compare* Protest at 9 *with* COS/MOL at 14-15 *with* Comments and Supp. Protest. We consider this argument abandoned. We will not consider abandoned arguments. *UDC USA, Inc.*, B-419671, June 21, 2021, 2021 CPD ¶ 242 at 3-4 n.1.

we will examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. *Systems Planning & Analysis, Inc.*, B-421967.2, July 30, 2024, 2024 CPD ¶ 186 at 6. A protester's disagreement with an agency's evaluation judgments, without more, does not establish that the agency acted unreasonably. *Federal Acquisition Servs. Alliant JV, LLC*, B-415406.2, B-415406.3, Apr. 11, 2018, 2018 CPD ¶ 139 at 7.

Here, apart from repeating its opinion that providing a helpdesk and hotline will create an advantage for the agency and parroting language from the PWS, the protester has failed to explain how providing a helpdesk and hotline in the context of this procurement merits the assessment of a strength in its proposal. We note that to the extent a helpdesk and hotline do address the PWS subtask requiring "rapid resolution of day-to-day service delivery issues," such a solution meets the solicitation requirements, but does not objectively exceed them. See PWS § 6.1.4. Indeed, the record includes the evaluators' conclusion that NGS met technical requirements under this subfactor but did not exceed them. AR, Tab 8, SSD at 53. The record also shows that the agency already has a helpdesk; we note in this context the agency argues that a second helpdesk would be confusing and therefore of no benefit to the government. COS/MOL at 13. Ultimately, neither the protester's failure to explain why its helpdesk and hotline are deserving of the assessment of a strength nor the protester's disagreement with the agency's judgment are sufficient to show that the agency acted unreasonably. Accordingly, we deny this protest ground.

Disparate Treatment

Next, NGS alleges that the agency engaged in disparate treatment by identifying a strength in the awardee's proposal under the program and project management subfactor and failing to do the same in NGS's proposal, even though, in the protester's view, NGS's proposal offered essentially the same things. The protester argues that it proposed "the same project management methodologies" as DSSG, such as the [REDACTED]. Comments and Supp. Protest at 5-6. NGS also points to a graphic and a flowchart in its own technical proposal to support its assertion that its proposal is "no different in substance than DSSG's." Supp. Comments at 3-4. The protester references these graphics in response to the evaluators' contemporaneous reference to a chart in DSSG's proposal to support their finding that DSSG provided a significantly detailed, "well-organized and highly compelling approach" to implementing the solicitation requirements under the program and project management subfactor. AR, Tab 8, SSD at 18. Ultimately, NGS argues that because its proposal "included an approach that addressed the same areas as DSSG's proposal, it is substantively indistinguishable." Supp. Comments at 6.

The agency responds that it did not treat the protester's and awardee's proposals unequally. The agency contends that it identified a strength in DSSG's proposal not just because of the number and type of methodologies included, but also because of DSSG's overall approach to program and project management, including the significant

detail and organization within that approach. Supp. COS/MOL at 4. Specifically, the agency points to the evaluators' contemporaneous findings which state:

[DSSG] provides significant detail while clearly describing a well-organized and highly compelling approach to implementing their 'Overall Endpoint Modernization Program' (pages 1-2, figure 1) with planning revolving around: [REDACTED]. [DSSG's] approach includes project management methodologies such as [REDACTED], as identified in PWS 6.1.2, but exceeds requirements by also leveraging [REDACTED] processes to effectively plan, execute, and control program activity. The described approach is anticipated to be extremely effective, representing a [REDACTED] approach clearly demonstrating [] a robust understanding of requirements defined in the PWS, readiness to execute the tasks seamlessly with minimal Government guidance, and an approach sufficient to exceed specified performance requirements. . . . The expected benefit to the Government is increased [REDACTED] and [REDACTED], leading to increased Endpoint Modernization process efficiency and contract task performance effectiveness.

AR, Tab 8, SSD at 18.

The agency asserts that DSSG's approach focused on the tasks it has already done in preparation and "specifically describes the tasks it will perform upon award," while NGS's approach, in contrast, "was not broken down into specific tasks by an easily interpreted timeline." Supp. COS/MOL at 4. In sum, the agency contends that while the two offerors may have used some of the same terms in their proposals, their approaches were different.

When a protester alleges disparate treatment in a technical evaluation, to prevail, it must show that the agency unreasonably evaluated its proposal in a different manner than another proposal that was substantively indistinguishable or nearly identical. *Battelle Mem'l Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 6. In other words, a protester must show that the differences in evaluation did not stem from differences between the proposals to establish disparate treatment. *American Tech. Solutions, LLC*, B-421585.6, B-421585.7, Nov. 20, 2023, 2023 CPD ¶ 272 at 10.

We conclude that the protester has failed to show unequal treatment. The record supports the agency's claim that NGS's and DSSG's proposals, under the program and project management subfactor, are not substantively indistinguishable. For example, while both offerors' proposals include a graphic intended to outline the offeror's approach to the endpoint modernization program, they differ substantially in content. The flowchart NGS references in its protest names personnel positions and shows the hierarchical leadership structure, while DSSG's flowchart, referenced by evaluators in the SSD, details specific tasks in a clearly delineated timeline, to "align[] [REDACTED]." AR, Tab 2a, NGS Technical Management Proposal at 8; AR, Tab 9, DSSG Technical Management Proposal at 8.

NGS makes general statements regarding its approach to accomplishing the solicitation requirements, such as its declaration that its program manager [REDACTED]. AR, Tab 2a, NGS Technical Management Proposal at 8. DSSG provides more detail in its proposal, stating, for example, that its team [REDACTED], then [REDACTED]. Tab 9, DSSG Technical Management Proposal at 8. In conclusion, the record shows that NGS's proposal and DSSG's proposal are not the same, as they display differing levels of clarity, organization, and detail. We therefore deny this protest ground.

Tradeoff Decision

Finally, the protester argues that the agency's best-value tradeoff decision was unreasonable. Specifically, NGS asserts that the agency failed to properly consider the benefit of its proposal's lower price. Protest at 12; Comments and Supp. Protest at 7. NGS points to the 13 percent price premium for DSSG's proposal and alleges that "there is no evidence the [a]gency considered New Generation's price advantage over DSSG." Protest at 12.

The agency responds that it conducted a reasonable tradeoff and did take DSSG's price premium into consideration in making its award determination. COS/MOL at 18. The agency points to its contemporaneous finding that DSSG's proposal was technically superior to NGS's proposal and its determination that the price premium associated with DSSG's proposal was worth paying, given its technically superior approach. *Id.* at 19; AR, Tab 8, SSD at 59.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 24. An agency has broad discretion in making a tradeoff between price and nonprice factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Sigmattech, Inc.*, B-419565 *et al.*, May 7, 2021, 2021 CPD ¶ 241 at 31.

We find that the agency properly exercised its discretion in conducting the tradeoff analysis. The solicitation clearly advised offerors that the technical/management approach factor was more important than the price factor. RFP at 6. Further, evaluators explicitly noted DSSG's 13.7 percent price premium. AR, Tab 8, SSD at 60. The record also shows the agency considered the benefits of DSSG's approach to implementing the endpoint modernization program, noting that they "will result in [] increased [REDACTED] and [REDACTED], leading to increased [] process efficiency and contract task performance effectiveness." *Id.* at 59. In other words, the agency clearly documented its conclusion that the benefits associated with the technical superiority in DSSG's proposal made its price premium worth paying. The protester's disagreement with the agency's conclusions regarding the merit of its proposal's lower

price, without more, does not establish that the best-value tradeoff and award decision were unreasonable.

The protest is denied.

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