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Decision

Matter of: NexGen Data Systems, Inc.

File: B-423209.2; B-423209.3

Date: May 29, 2025

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DIGEST

1. Protest challenging the agency's evaluation of the awardee's proposal is denied where the record demonstrates that the agency's evaluation was reasonable and in accordance with the solicitation's terms.
 2. Protest challenging the agency's evaluation of the protester's proposal is denied where the record demonstrates that the majority of the agency's evaluation was reasonable and in accordance with the solicitation's terms, and the protester cannot otherwise demonstrate competitive prejudice arising from a single allegedly overlooked strength.
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DECISION

NexGen Data Systems, Inc., a small business of North Charleston, South Carolina, protests the issuance of a task order to Modus21, LLC, a small business also of North Charleston, South Carolina, under request for proposals (RFP) No. N6523624R3020, issued by the Department of the Navy, Naval Information Warfare Center Atlantic, for information technology (IT) support services. The protester contends that the agency improperly evaluated proposals and conducted a flawed comparison of proposals resulting from that improper evaluation.

We deny the protest.

BACKGROUND

The agency issued the RFP on September 17, 2024, pursuant to the procedures in Federal Acquisition Regulation (FAR) subpart 16.5, to firms holding the Navy's SeaPort-Next Generation indefinite-delivery, indefinite-quantity (IDIQ) contracts. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 3. The RFP, which the agency amended twice, was set aside for small businesses and sought proposals for the provision of IT, network, planning, architectural analysis, evaluation, design, development, engineering, transition, cyber security, programmatic, and sustainment support services. *Id.* at 3-4; Agency Report (AR) Tab 3, RFP at 8. A primary focus of the services to be provided is the transition from a mostly Infrastructure as a Service (IaaS) hosting methodology--which meets business process needs through on-premises data center hosting--to commercial cloud hosting environments including IaaS, Platform as a Service (PaaS), and Software as a Service (SaaS) solutions. RFP at 9.

The RFP contemplated issuance of a single, cost-plus-fixed-fee, level-of-effort task order with a 12-month base period and four, 12-month options. *Id.* at 2, 101. The total level of effort across all 60 months of performance is 1,787,550 labor hours. *Id.* at 4; COS/MOL at 3. The agency would issue the task order to the offeror whose proposal was determined to be the technically superior proposal with a fair and reasonable cost/price. RFP at 147. The agency would determine technical superiority on the basis of three factors: technical capability; technical understanding; and staffing plan. *Id.* at 147-149. Only the technical capability and technical understanding factors are relevant here.

Under the technical capability factor, offerors were to submit information regarding at least one, and no more than five, examples of corporate experience. *Id.* at 141. The RFP required offerors to submit at least one reference performed by the offeror and at least one reference performed by any significant subcontractor, a term the RFP defined as a subcontractor or any subsidiary or separate legal entity affiliated with the offeror that was proposed to perform at least 20 percent (without rounding) of the total proposed labor hours. *Id.* The RFP stated that the agency would evaluate only references performed by either the offeror or a significant subcontractor, and that any other reference data would not be considered. *Id.* The RFP further stated that "[o]nly contract references that are determined to be current and relevant will be evaluated." *Id.* at 149. The RFP defined "current" as having been performed within the last three years from the date of RFP issuance, and "relevant" as being "similar to the requirements of [the] RFP." *Id.* at 141.

The RFP provided that the agency would evaluate proposals under the technical capability factor considering three elements, referred to as elements A1, A2, and A3:

Element A1: Demonstrate experience with Amazon Web Services (AWS) GovCloud at Impact Level 4. Taking into consideration AWS best practices and cloud service manager requirements, demonstrate

experience performing software updates, performance tuning, patching, administration, backups, monitoring, and maintenance while utilizing services with [Defense Information Systems Agency (DISA)] Provisional Authorizations (PA). *Experience supporting a cloud broker in the development and delivery of self-service capabilities in support of hosted systems is considered more valuable to the Government.*

Element A2: Demonstrate experience providing sustainment services consisting of Network, Compute, Storage, Virtualization, Operating Systems, Domain Services, Remote Access, Backup, and off-site Disaster Recovery, for at least one on-premises enterprise datacenter. Describe the manning that was required and the environment size in terms of scope of responsibility for the full stack and the virtual server count. *Experience sustaining a hybrid on-premises/commercial cloud environment is considered more valuable to the Government.*

Element A3: Demonstrate experience accomplishing business process re-engineering through modernizing either a client-server, or an n-tier, software-based system to take advantage of commercial cloud offerings of native services, SaaS, PaaS, or IaaS. *Experience using code deployment pipelines as part of the software development lifecycle is considered more valuable to the Government.*

Id. at 148.

With respect to the technical understanding factor, the RFP directed offerors to “demonstrate[] their technical understanding of the [performance work statement] requirements by providing a detailed description of the processes and procedures proposed to accomplish the tasks, while minimizing performance risk[.]” *Id.* at 142. In particular, offerors were to describe, and the agency would evaluate, their approaches to two elements, referred to as elements B1 and B2:

Element B1: Ensuring compliance with Naval Risk Management Framework (RMF) guidelines and including the special needs of containerized workloads, describe your approach for implementing automation into an existing manual continuous monitoring and artifact generation process to enable the reduction in personnel required to support Common Control Provider¹ (not hosted system level) RMF Authorizations to Operate (ATO), and to maintain operational Cyber Security compliance, for both on-premises data centers and commercial cloud brokerages.

¹ The RFP defined “Common Control Provider” as “an organization official responsible for the development, implementation, assessment and monitoring of common controls (i.e., security controls inherited by hosted information systems).” RFP at 142.

Element B2: Describe the innovative techniques you would use to perform cost-effectiveness optimization of Navy on-premises workloads moving to commercial cloud and of Navy systems already running in a commercial cloud, taking into account modernization opportunities, system availability, [and] security, with the ultimate goal of balancing cloud spend and the labor required to sustain the system over time.

Id. at 149.

The RFP provided that the agency would assess technical understanding based upon offerors' "technical understanding of the requirements as demonstrated by their descriptions of the actions, methods, and processes proposed to successfully accomplish the tasks described in the elements." *Id.* It advised that proposals "that demonstrate understanding by increasing efficiencies, and/or minimize performance risk are more valuable to the agency." *Id.* It further stated that the agency would evaluate the extent to which proposals "demonstrate[] understanding and clearly, completely, and accurately describe[] the actions, methods, and processes proposed to successfully resolve the . . . tasks described in the elements." *Id.*

The agency received 14 timely proposals in response to the RFP, including from the protester and Modus21. COS/MOL at 4. Following a compliance review, the agency rejected two proposals prior to evaluation. *Id.* One of those rejections was the subject of a previous protest filed with our Office, which we dismissed as academic after the agency stated that it would consider and evaluate the proposal. See *OSC Edge*, B-423209, Dec. 12, 2024 (unpublished decision).

As discussed further below, the agency assigned various strengths and weaknesses to the proposals, resulting in the following adjectival ratings for the proposals submitted by the protester and Modus21:

	NexGen	Modus21
TECHNICAL CAPABILITY	Outstanding	Outstanding
TECHNICAL UNDERSTANDING	Acceptable	Good
STAFFING PLAN	Outstanding	Outstanding

AR, Tab 5, Selection Evaluation Board (SEB) Report at 6; Tab 6, Source Selection Decision Document (SSDD) at 5.

In comparing the two proposals, the agency concluded that the protester's proposal was "slightly technically superior" to Modus21's proposal under the technical capability factor, but that Modus21's proposal was "technically superior" to the protester's proposal under the technical understanding factor. AR, Tab 6, SSDD at 14-15. The agency further concluded that Modus21's proposal was "technically superior" to the protester's proposal under the staffing plan factor. *Id.* at 16. On the basis of that comparison, the agency determined Modus21's proposal to be "slightly technically superior" to NexGen's proposal. *Id.* at 19. The agency further concluded that

Modus21's total evaluated cost of \$215,280,363 was reasonable and realistic, and therefore that the agency would issue the task order to Modus21 under the RFP's technically superior, fair and reasonable cost/price evaluation method. *Id.* at 20. This protest followed.²

DISCUSSION

The protester contends that the agency unreasonably evaluated Modus21's proposal under the technical capability factor, unreasonably evaluated the protester's proposal under the technical understanding factor, and conducted a flawed comparison of proposals based upon an improper evaluation.³ We have reviewed the protester's arguments and conclude that none provides us with a basis to sustain the protest.⁴

Where an agency conducts a competition among contractors for the issuance of a task or delivery order under part 16 of the FAR, our Office will review the competition to ensure that it was conducted in accordance with the solicitation and applicable procurement laws and regulations. *Sudofy LLC, B-422604 et al.*, Aug. 16, 2024, 2024 CPD ¶ 195 at 5. In reviewing protests of awards 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. *Id.*

Technical Capability Factor

The protester asserts that the agency unreasonably evaluated Modus21's references under the technical capability factor. Comments & Supp. Protest at 5-19; Supp. Comments at 3-10. The agency responds that it reasonably evaluated Modus21's proposal in accordance with the RFP's terms. Supp. Memorandum of Law (MOL) at 5-14. As discussed below, we discern no basis to sustain the protest with respect to the evaluation of Modus21's proposal under the technical capability factor.

² As the value of the issued task order exceeds \$35 million, this protest is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

³ The protester initially challenged the agency's evaluation of Modus21's proposal under the staffing plan factor, see Protest at 31-34, but withdrew that allegation, see Comments & Supp. Protest at 31.

⁴ The protester also raises various collateral arguments. Although we do not address every argument, we have reviewed them all and find no basis to sustain the protest.

Modus21's proposal included four references under the technical capability factor, one performed by Modus21 and three by its subcontractor, [SUBCONTRACTOR].⁵ AR, Tab 13, Modus21 Proposal at 3, 6. The agency's evaluation contains a detailed discussion of the experience demonstrated by each reference, as well as a determination that each of those references was both current and relevant. AR, Tab 5, SEB Report at 72-75. In evaluating Modus21's proposal, the agency assigned a significant strength under element A3, as well as three strengths, one under each element of the factor. *Id.* at 75-76; AR, Tab 6, SSDD at 6-8. The agency also assigned two weaknesses to Modus21's proposal, one under each of elements A1 and A2. AR, Tab 5, SEB Report at 77; Tab 6, SSDD at 6-7.

On the basis of the evaluation, the agency concluded that NexGen's proposal was "slightly technically superior" to Modus21's under the technical capability factor. AR, Tab 6, SSDD at 14. While the protester's proposal--like Modus21's proposal--had received one significant strength and three strengths, it had not received any weaknesses. AR, Tab 5, SEB Report at 88-89; Tab 6, SSDD at 13-14. The agency did, however, assign two weaknesses to Modus21's proposal and concluded these weaknesses introduced "nominal risk," thereby narrowing the technical advantages of the protester's proposal. AR, Tab 6, SSDD at 14.

The protester contends that the agency improperly assigned a significant strength to Modus21's proposal. The record reflects that the agency assigned a significant strength with respect to element A3, which asked offerors to "[d]emonstrate experience accomplishing business process re-engineering through modernizing either a client-server, or an n-tier, software-based system to take advantage of commercial cloud offerings of native services, SaaS, PaaS, or IaaS." AR, Tab 5, SEB Report at 76; Tab 6, SSDD at 8; RFP at 148. This significant strength was based upon two of Modus21's references: one performed by Modus21 and one by [SUBCONTRACTOR]. AR, Tab 5, SEB Report at 76. Specifically, the agency noted that Modus21's proposal "demonstrate[d] experience accomplishing business process re-engineering through the use of cloud native services across all of IaaS, PaaS[,] and SaaS[,] whereas the

⁵ The protester contends that the agency improperly considered [SUBCONTRACTOR]'s references, arguing that Modus21 did not propose [SUBCONTRACTOR] to perform at least 20 percent of the total proposed labor hours as the RFP required to qualify as a significant subcontractor. Comments & Supp. Protest at 3-4; Supp. Comments at 2-3. The protester's argument, however, relies on extrapolation from Modus21's staffing plan--in which offerors were to list individuals proposed for ten positions accounting for only 19,200 of the first year of performance's 357,510 labor hours, see RFP at 143, 226-227--as well as rounding, in contravention of the RFP's directive that whether a subcontractor was "significant" was to be determined without rounding. Moreover, as reflected in Modus21's cost/price proposal, Modus21 proposed [SUBCONTRACTOR] to perform [DELETED]--over 20 percent--of the total proposed 1,787,550 labor hours. AR, Tab 14, Modus21 Pricing Model at 3. The record therefore refutes the protester's contention that [SUBCONTRACTOR] does not qualify as a significant subcontractor whose corporate experience was to be considered under the RFP's terms.

element asked offerors to demonstrate the use of only one of those solutions. *Id.* The agency concluded that the demonstration of experience across all of the available service areas would aid in modernization efforts, and that knowledge of PaaS and SaaS solutions was relevant to the provision of services that could greatly reduce labor overhead for maintenance. *Id.*

The protester raises two separate challenges to the assignment of this significant strength. First, the protester contends that it was unreasonable for the agency to assign it based upon the reference performed by Modus21, as that reference reflected only four months of performance as a subcontractor on a contract valued at approximately \$10 million. Comments & Supp. Protest at 5-8. Second, the protester argues that Modus21's proposal does not reflect that the reference performed by [SUBCONTRACTOR] demonstrated business process re-engineering through the use of a SaaS solution. *Id.* at 14-16.

With respect to the protester's first argument, the record of the agency's evaluation is clear that this significant strength was not based solely on the reference performed by Modus21; rather, it was based upon both references. See AR, Tab 5, SEB Report at 76 (citing both references⁶). Thus, to whatever extent the reference performed by Modus21 does not, on its own, support the assignment of a significant strength, the record refutes the foundational premise of the protester's argument, *i.e.*, that it was unreasonable to assign a significant strength based only upon four months of performance as a subcontractor on a comparatively lower-valued effort. The protester does not dispute that the reference demonstrated experience across all three of IaaS, PaaS, and SaaS. Where the element asked offerors to demonstrate experience with only one of those categories of solutions, it was not unreasonable for the agency to find that this experience, when combined with further experience across those solutions, had appreciable merit or exceeded requirements to the considerable advantage of the government.

The record, as clarified by the agency, also refutes the protester's second argument. The protester contends that Modus21's proposal states that the reference performed by [SUBCONTRACTOR] involved only PaaS and IaaS, not SaaS. See Comments & Supp. Protest at 15 (quoting statement in Modus21's proposal that "TeaM21 implemented [DELETED] on the [DELETED] commercial cloud brokerage, thereby enabling [DELETED] to utilize cloud-native services, PaaS, and IaaS from [DELETED], [DELETED], and [DELETED]").⁷ Thus, the protester contends, it was unreasonable for

⁶ The SEB report mistakenly refers to the reference performed by [SUBCONTRACTOR]--which is the fourth and final reference submitted by Modus21--as "CR [(contract reference)] 5," but the accompanying page number reference to Modus21's proposal makes clear that the agency was considering contract reference 4. See AR, Tab 5, SEB Report at 76.

⁷ The protester also alleges that, by referring to "TeaM21" in describing work performed in its technical capability references, Modus21's proposal contains material
(continued...)

the agency to find that this reference also demonstrated experience with all three of IaaS, PaaS, and SaaS.

As described in Modus21's proposal, this reference involves [SUBCONTRACTOR]'s support of [DELETED], "an enterprise-level digital transformation" that applies "cloud computing, [PaaS], [IaaS], . . . and SaaS in support of cloud-native application architectures." AR, Tab 13, Modus21 Proposal at 14. The proposal further discusses [SUBCONTRACTOR]'s integration of [DELETED] and [DELETED] into [DELETED]'s code development pipeline. *Id.* As explained by the agency, [DELETED] "is recognized to be a SaaS solution." Supp. MOL at 14. The protester does not rebut this characterization. See *generally* Supp. Comments. Thus, it was not unreasonable for the agency to conclude that this reference involved IaaS, PaaS, and SaaS. Nor was it unreasonable for the agency to conclude that this reference, when combined with the reference performed by Modus21, demonstrated a breadth of experience meriting the assignment of a significant strength. This allegation therefore provides no basis to sustain the protest.

The protester also challenges the agency's conclusion that the weaknesses assigned to Modus21's proposal under the technical capability factor presented nominal risk. In that regard, the agency assigned a weakness under element A1, which sought experience performing software updates, performance tuning, patching, administration, backups, monitoring, and maintenance while utilizing services with DISA PAs. AR, Tab 5, SEB

misrepresentations suggesting that Modus21 and its subcontractors performed references that were, in fact, performed by either Modus21 or [SUBCONTRACTOR] alone. Comments & Supp. Protest at 6-7, 10, 13-14, 15-16; Supp. Comments at 5-6, 7, 8-9, 10. The protester argues that these misrepresentations render the assignment of strengths improper and should have resulted in the disqualification of Modus21 from the competition. *Id.*

Modus21's proposal, however, clearly identifies its technical capability references as being performed by Modus21 and [SUBCONTRACTOR]. See AR, Tab 13, Modus21 Proposal at 3 (identifying Modus21 as the performing contractor), 6 (identifying [SUBCONTRACTOR] as the performing contractor). Additionally, the agency's evaluation identifies Modus21 and [SUBCONTRACTOR] as the performing contractors. See AR, Tab 5, SEB Report at 72 (stating that "Modus21 and its significant subcontractor ([SUBCONTRACTOR]) submitted a total of four (4) contract references" and identifying Modus21 or [SUBCONTRACTOR] as the performing contractor for each reference). Thus, the proposal does not contain misrepresentations, and the record demonstrates that, to whatever extent the proposal's references to "TeaM21" might rise to the level of misrepresentations, the agency's evaluation did not rely on those alleged misrepresentations. We therefore deny this allegation. See, e.g., *Avar Consulting, Inc.*, B-417668.3 *et al.*, June 10, 2020, 2020 CPD ¶ 191 at 9-10 (denying allegation of material misrepresentation regarding experience and past performance where the statements did not amount to misrepresentations and the agency did not rely upon them).

Report at 77; Tab 6, SSDD at 6; RFP at 148. The agency concluded that Modus21's second technical capability reference--performed by [SUBCONTRACTOR]--did not demonstrate experience performing common maintenance tasks within AWS GovCloud or performance tuning utilizing services with DISA PAs and assigned a weakness on that basis. AR, Tab 5, SEB Report at 77; Tab 6, SSDD at 6. The agency further concluded, however, that the risks associated with this weakness were nominal, as the proposal discussed experience with monitoring services that support performance tuning services, as well as having realized benefits of performance tuning such as reducing hosting, development, and migration costs. AR, Tab 6, SSDD at 6. The agency also found that the proposal demonstrated experience with common AWS administration items and a knowledge of AWS services with DISA PAs, thereby reducing the risks associated with the lack of experience with maintenance. *Id.*

The protester argues that, because the RFP sought experience with maintenance and performance tuning, it did not permit the agency to make a determination beyond its conclusion that Modus21's proposal failed to demonstrate experience with those tasks.⁸ Comments & Supp. Protest at 9-10; Supp. Comments at 6-7. In other words, the protester contends that the agency was permitted only to make a binary evaluation decision based upon whether the proposal did or did not demonstrate the requested experience. We disagree.

The RFP did request a demonstration of experience with certain tasks under element A2, and the record reflects that the agency assigned a weakness for failure to demonstrate some of that experience. The analysis regarding the risk associated with that weakness, however, reflects a qualitative assessment of the magnitude of that risk. In that regard, the agency concluded that, while Modus21's proposal failed to demonstrate some of the requested experience, it did demonstrate experience with other, related tasks that lessened the risk associated with lack of demonstrated experience with maintenance and performance tuning. The protester expresses only disagreement with the agency's judgment regarding the degree to which the risks introduced by lack of experience were mitigated by other experience demonstrated in the proposal. Without more, the protester's argument does not show that the agency's

⁸ The protester also contends that, because the agency found that Modus21's proposal failed to demonstrate experience with two tasks listed under element A2, it was unreasonable for the agency to assign only one weakness, rather than two. Comments & Supp. Protest at 9; Supp. Comments at 7. As we consistently have stated, the assignment of adjectival ratings and the source selection generally should not be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals. *Spatial Front, Inc.*, B-417985, B-417985.2, Dec. 18, 2019, 2020 CPD ¶ 8 at 4 (citing *National Gov't Servs., Inc.*, B-412142, Dec. 30, 2015, 2016 CPD ¶ 8 at 15; *Epsilon Sys. Sols., Inc.*, B-409720, B-409720.2, July 21, 2014, 2014 CPD ¶ 230 at 8). Here, the record reflects that the agency identified and qualitatively considered the demonstrated lack of experience with both the maintenance and performance tuning tasks. Accordingly, whether that lack of experience was labeled a single or multiple weaknesses is immaterial.

evaluation was unreasonable. See *Sparksoft Corp.*, B-420944.4, June 2, 2023, 2023 CPD ¶ 155 at 11-12 (evaluation was reasonable where the agency concluded that a weakness for lack of experience was mitigated by demonstration of related experience). We therefore deny this protest allegation.

For similar reasons, we deny the protester's challenge to the agency's determination that the weakness assigned to Modus21's proposal under element A3 presented nominal risk. See Comments & Supp. Protest at 12-13; Supp. Comments at 8. The record reflects that the agency found that the weakness--assigned for not demonstrating experience with sustaining compute within an on-premises data center--was mitigated by demonstrated experience supporting two private cloud data centers and managing the VMWare virtual enterprise, which the agency concluded "would have been on a compute environment." AR, Tab 6, SSDD at 7. While the agency found that the proposal lacked details as to the nature of the compute infrastructure supported, the experience related to the element's compute sustainment task and thereby reduced the risk associated with the lack of demonstrated experience specifically with sustaining compute within an on-premises data center. *Id.* We therefore deny this protest allegation as well.

Technical Understanding Factor

Next, the protester challenges the agency's evaluation of its proposal under the technical understanding factor, alleging that the agency unreasonably assigned a weakness and failed to assign multiple strengths. We find no basis to sustain the protest.

Weakness Assigned to the Protester's Proposal

The agency assigned a weakness to the protester's proposal under the technical understanding factor with respect to element B2, which sought a description of "the innovative techniques [the offeror] would use to perform cost-effectiveness optimization of Navy on-premises workloads moving to commercial cloud and of Navy systems already running in a commercial cloud, . . . with the ultimate goal of balancing cloud spend and the labor required to sustain the system over time." AR, Tab 5, SEB Report at 92; Tab 6, SSDD at 14-15; RFP at 149. The agency found that while the protester's proposal discussed actions to optimize costs of cloud-operating systems, it did not discuss or demonstrate an understanding of balancing cloud costs and labor required to sustain the system over time. AR, Tab 5, SEB Report at 92; Tab 6, SSDD at 14-15. The agency expressed concern that a lack of understanding of how to cost-optimize a system in a way that balances cloud costs and sustainment labor posed cost risks to the agency, and therefore assigned a weakness to the proposal. *Id.*

The protester first alleges that the agency assigned this weakness on the basis of an unstated evaluation criterion, contending that the RFP did not advise offerors that the agency would consider the extent to which proposals demonstrated an understanding of the tradeoffs between cloud and labor costs. Protest at 11-13; Comments & Supp.

Protest at 22-23; Supp. Comments at 13-14. The agency responds that its evaluation in this regard was consistent with the RFP's terms, which contemplated an evaluation of an offeror's understanding of those tradeoffs. COS/MOL at 32-34; Supp. MOL at 18-20.

We conclude that the agency did not depart from the terms of the RFP in assigning this weakness. Under element B2, offerors were to provide a description of the innovative techniques they would use in service of the agency's "ultimate goal of balancing cloud spend and the labor required to sustain the system over time." RFP at 149. Thus, the RFP notified offerors of the ends to which the agency sought application of offerors' proposed means. In that way, the RFP expressly identified the balancing of cloud spend and labor costs as a matter the agency would consider with respect to element B2. The agency therefore did not use an unstated evaluation criterion in assigning this weakness.

The protester further contends that its proposal nevertheless did discuss balancing of cloud spend and labor costs. Protest at 13-17; Comments & Supp. Protest at 23-27; Supp. Comments at 15-17. The agency responds that it reasonably assigned this weakness based upon the content of the protester's proposal. COS/MOL at 38-39; Supp. MOL at 20-22. We conclude that the protester has not demonstrated that the assignment of this weakness was unreasonable.

As the agency recognized in its evaluation, the protester's proposal does discuss reducing both cloud spend and labor costs. For example, the proposal opens its discussion of element B2 with a broad statement that the protester's "proposed strategy provides [DELETED] to meet [the agency's] mission objectives of maximizing the use of cloud-native architectures (i.e., containers, serverless) and optimizing workloads to reduce cloud spend and operational labor costs[.]" AR, Tab 4, NexGen Proposal at 17. There are additional, scattered statements that also make reference to cloud spend and labor costs, such as a statement that the protester's proposed [DELETED] "will [DELETED], thereby maximizing the use of cloud-native architectures (i.e., containers, serverless) and advanced cloud optimizations, resulting in cloud spend cost savings[.]" while also "[DELETED], resulting in reduced labor costs to deliver these services over time as the capabilities evolve and mature." *Id.* at 18.

The concern expressed by the agency, however, is that the protester's proposal did not tie these disparate statements together in such a way that demonstrated an understanding of the agency's goal of how those costs would be balanced to control long-term expenditures. To that end, the SEB noted that "[m]oving to cloud-native and containerized is not always the cheapest long-term solution." AR, Tab 5, SEB Report at 92. The disparate references in the protester's proposal to reductions in cloud spend and labor costs, without a clear discussion of the relationship between them, do not demonstrate that the agency's concern in this regard was unreasonable.

By contrast, Modus21's proposal--which received neither a strength nor a weakness with respect to its discussion of the balancing of cloud spend and labor costs--expressly recognized the agency's concern that "[h]istorically, system cloud migrations have

forced the increase of [agency] sustainment labor[.]" and discussed past successful implementation of solutions "to realize benefits of cloud-computing and minimize long-tail costs of system sustainment, historically driven by labor." AR, Tab 13, Modus21 Proposal at 18. The proposal then discussed several techniques that Modus21 proposed to apply in service of cost-effectiveness optimization with respect to both workloads transitioning to commercial cloud environments and agency systems already running in a commercial cloud. *Id.* at 18-19. Although the protester has not alleged any unequal treatment in the evaluation of proposals, Modus21's proposal provides a useful counterexample to demonstrate the nature of the concern that led the agency to assign a weakness to the protester's proposal under element B2. As the protester has not shown that the agency unreasonably assigned the weakness, we deny this ground of protest.

Failure to Assign Strengths to the Protester's Proposal

The protester also alleges that the agency unreasonably failed to assign five strengths to its proposal under the technical understanding factor. Protest at 17-24; Comments & Supp. Protest at 27-30; Supp. Comments at 18-21. Specifically, the protester contends that the agency should have assigned strengths for the protester's proposed [DELETED]; [DELETED]; [DELETED] solution that leverages [DELETED] for continuous monitoring and optimization; migration approach addressing both modern and legacy systems; and framework for achieving continuous authority to operate (cATO). In response, the agency has provided a sworn declaration by the SEB chair detailing the reasons that the SEB did not conclude that those aspects of the protester's proposal merited strengths. See AR, Tab 11, SEB Chair Decl. at 5-6.

In reviewing a protest challenging a technical evaluation as unreasonable, we recognize that the contemporaneous evaluation record may lack documentation of evaluation judgments regarding individual aspects of a proposal that did not constitute strengths, and that a protester may later challenge as having been improperly disregarded. To that end, we have noted that an agency is not required to document "determinations of adequacy" or explain in the evaluation record why it did not assess a strength, weakness, or deficiency for a particular item. *McLaughlin Research Corp.*, B-421528 *et al.*, June 16, 2023, 2023 CPD ¶ 146 at 4. An agency's judgment that the features identified in a proposal did not significantly exceed the requirements of the RFP, and thus did not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Resource Mgmt. Concepts, Inc.*, B-421320, Mar. 20, 2023, 2023 CPD ¶ 101 at 9-10.

With respect to the first three aspects that the protester argues were strengths of its proposal, the SEB chair points to the fact that they all are tied to the protester's proposed [DELETED]. AR, Tab 11, SEB Chair Decl. at 5. Thus, with respect to the first alleged missed strength, the protester's proposal states that "[t]he [DELETED] solution will integrate into the [DELETED]'s [DELETED] capabilities[.]" AR, Tab 4, NexGen Proposal at 17; see *also* Protest at 18 (quoting same). The second alleged missed

strength is the [DELETED] itself. See Protest at 19-20. And the third, regarding leveraging artificial intelligence/machine learning for continuous monitoring and optimization, relates to the protester's proposed "[DELETED] [that] would progress through the [DELETED][.]" AR, Tab 4, NexGen Proposal at 18; see *also* Protest at 20 (quoting same). The "[DELETED]," as the SEB chair points out, is part of the proposed [DELETED]. See AR, Tab 4, NexGen Proposal at 17 (proposing to "incorporate [DELETED] . . . into the . . . [DELETED] to implement [DELETED]").

The SEB chair states that these aspects of the protester's proposal did not merit the assignment of strengths because the proposed [DELETED] included the use of [DELETED], a tool that is not approved for use with the AWS GovCloud environment in which the agency must operate. AR, Tab 11, SEB Chair Decl. at 5. He points specifically to the statement within the description of the [DELETED] that the protester "will integrate [DELETED] (e.g. [DELETED], [DELETED], [DELETED], with suitable governance and guardrails in accordance with [Department of Defense (DOD)] guidelines and industry best practices for [DELETED]." AR, Tab 4, NexGen Proposal at 17. The agency therefore did not consider these aspects of the protester's proposal to be strengths, as they relied upon a tool that is not available for the agency's use. AR, Tab 11, SEB Chair Decl. at 5.

The protester responds that it was unreasonable for the agency to consider the proposed [DELETED] as being reliant upon [DELETED], arguing that its proposal "merely listed [DELETED] as one of several examples of innovative [DELETED] tools that could be integrated into its [DELETED] solution over time." Comments & Supp. Protest at 28. The protester does not dispute, however, that [DELETED] is not an approved tool. While the protester disagrees with the agency's reading of its proposal, it has not shown that the agency's concern was unreasonable. The RFP stated that the agency would "assess the offeror's technical understanding of the requirements as demonstrated by their descriptions of the actions, methods, and processes proposed to successfully accomplish the tasks described in the elements[.]" and that it would "evaluate the extent to which the offerors' . . . proposal submission demonstrates understanding[.]" RFP at 149. It is not unreasonable for the agency to be concerned that proffering an unapproved tool for potential use does not sufficiently demonstrate an offeror's understanding of technical requirements so as to warrant the assignment of multiple strengths. *Cf. Parsons Gov't Servs. Inc.*, B-422849, Nov. 21, 2024, 2024 CPD ¶ 287 at 13-15 (weakness reasonably assigned where protester proposed use of a tool that was not accredited on DOD networks). On this record, the protester has not demonstrated that the agency's decision not to assign strengths for these three aspects of the protester's proposal was unreasonable, and we therefore deny these protest allegations.

Next, the protester alleges that its proposal merited a strength for its proposed migration approach addressing both modern and legacy systems, pointing in part to its proposal to "rapidly transition [scalable processor architecture (SPARC)] systems to AWS Outposts." AR, Tab 4, NexGen Proposal at 17; see *also* Protest at 21 (discussing transition). The SEB chair states that the agency did not assign a strength for this

aspect because SPARC workloads cannot be transitioned to AWS Outposts due to a processor architecture mismatch. AR, Tab 11, SEB Chair Decl. at 5. He elaborates that “[t]he purpose of the Outposts is to rapidly transition x86 architecture based systems while the SPARC workloads remain on-premises until they can be properly refactored into x86-based systems.” *Id.* at 5-6. The protester does not dispute these statements, see *generally* Supp. Comments, and we discern no discussion in the protester’s proposal recognizing the need for refactoring of SPARC workloads identified by the SEB chair. Again, the protester has not demonstrated that the agency’s position was unreasonable, as the proposal does not adequately explain the protester’s technical understanding regarding the transition of SPARC systems or why its approach would otherwise warrant the assignment of a strength. We accordingly deny this protest allegation as well.

Finally, the protester alleges that its proposal merited a strength for its comprehensive framework for achieving cATO. See Protest at 22-23. The SEB chair states that the protester’s proposed solution “does nothing for the Government’s existing infrastructure-based common control provider packages that are the largest part of our current RMF ATO workload.” AR, Tab 11, SEB Chair Decl. at 6. The protester responds that this position ignores discussion in its proposal that, under its proposed framework, “[DELETED].” AR, Tab 4, NexGen Proposal at 17; see *also* Comments & Supp. Protest at 30 (quoting same). The agency does not substantively address the protester’s rebuttal, stating only that the agency did not overlook this statement in the protester’s proposal, and reiterating the SEB chair’s statement. See Supp. MOL at 30.

In the absence of a clear explanation from the agency addressing the substance of the proposal language to which the protester points, we are unable to draw any conclusion whether the protester has demonstrated that the agency’s evaluation was unreasonable in this regard. Even if the agency’s failure to assign a strength for this aspect of the protester’s proposal was unreasonable, however, we conclude that the protester cannot demonstrate a reasonable possibility of prejudice arising from that lone putative error. 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. *ICI Servs. Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, 2021 CPD ¶ 342 at 13. Where the record establishes no reasonable possibility of prejudice, we will not sustain a protest even if defects in the procurement were found. *Id.*

As discussed above, the agency’s evaluation was reasonable in all other regards. Thus, the agency’s conclusions that the protester’s proposal was “slightly technically superior” to Modus21’s proposal under the technical capability factor and that Modus21’s proposal was “technically superior” to the protester’s proposal under the staffing plan factor remain undisturbed. Under the technical understanding factor, the agency assigned two strengths and one weakness to Modus21’s proposal, and no strengths and one weakness to the protester’s proposal, concluding that Modus21’s proposal—which merited strengths under both elements of the factor--“provides more

benefit across more aspects” of the technical understanding factor. AR, Tab 6, SSDD at 15.

Even assuming that the protester’s proposal received a strength under element B1 for its comprehensive framework for achieving cATO, as the protester urges, the protester’s proposal still would not offer strengths across both elements of the technical understanding factor, as the agency found supported its finding that Modus21’s proposal was technically superior under that factor. Furthermore, even if the technical gap between the two proposals were to narrow, such that the agency would have found that Modus21’s proposal was only “slightly technically superior” to the protester’s proposal under the technical understanding factor, at most that would leave the proposals with offsetting advantages under the technical capability and technical understanding factors, which were equally important under the RFP’s terms. Modus21’s proposal therefore would have remained the technically superior offer, due to its unchallenged advantage under the staffing plan factor. As the RFP provided that the agency would issue the task order to the offeror whose proposal was technically superior with a fair and reasonable cost/price, the protester cannot demonstrate that it would have had a substantial chance of award, even if its proposal had received this allegedly overlooked strength.

The protest is denied.

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