



DOCUMENT FOR PUBLIC RELEASE

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

Decision

Matter of: General Dynamics Information Technology, Inc.

File: B-420589; B-420589.2

Date: June 15, 2022

Noah B. Bleicher, Esq., Nathaniel E. Castellano, Esq., Carla J. Weiss, Esq., Moshe B. Broder, Esq., and Scott E. Whitman, Esq., Jenner & Block LLP, for the protester. James J. McCullough, Esq., Michael J. Anstett, Esq., Alexander B. Ginsberg, Esq., Katherine L. St. Romain, Esq., and Elizabeth J. Kalanchoe, Esq., Fried, Frank, Harris, Shriver & Jacobson LLP; Deneen J. Melander, Esq., Michael L. Waldman, Esq., and Jason Shaffer, Esq., Kramer Levin Naftalis & Frankel LLP, for Leidos, Inc., the intervenor.

Kara G. Hong, Esq., and James W. DeBose, Esq., Department of Defense, for the agency.

Evan D. Wesser, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of technical proposals and past performance is denied where the agency's evaluation was reasonable, adequately documented, and in accordance with the terms of the solicitation.
 2. Protest challenging the agency's evaluation of staffing approaches is denied where the awardee's proposed approach was consistent with the terms of the solicitation, and the offerors' different proposed approaches were the result of independent business judgments, not a latent ambiguity in the solicitation's terms.
 3. Protest alleging that the agency engaged in misleading discussions is denied where the agency's discussions reasonably identified the areas of the protester's proposal that were of concern to the agency, and the protester's upward adjustments to its proposed labor rates were the result of its own independent business judgment.
-

DECISION

General Dynamics Information Technology, Inc. (GDIT), of Falls Church, Virginia, protests the award of an indefinite-delivery, indefinite-quantity (IDIQ) contract and issuance of an initial task order to Leidos, Inc., of Reston, Virginia, under request for

proposals (RFP) No. HC104720R0014, which was issued by the Department of Defense (DOD), Defense Information Systems Agency (DISA), for information technology (IT) services. GDIT challenges the agency's evaluation of proposals, conduct of discussions, and resulting source selection decision.

We deny the protest.

BACKGROUND

DISA desires to partner with industry to obtain commercial IT services, decrease redundant IT costs, enhance its cybersecurity posture, and standardize IT services across disparate networks. The Defense Enclave Services (DES) RFP, which was issued on December 8, 2020, and subsequently amended eleven times, sought proposals for the award of an IDIQ contract to unify "4th Estate" agencies' common use IT systems, personnel, functions, and program elements associated with the support of those systems and technologies under a single service provider (SSP) architecture managed, operated, and supported by DISA.¹ The DES contractor will provide all required transition, infrastructure, network operations and management, engineering and innovation, cybersecurity, and technical refresh support services for a SSP network environment with all 4th Estate users. The network will consist of Non-classified Internet Protocol Network (NIPRNet) and Secure Internet Protocol Router Network (SIPRNet) domains. Additionally, DES will provide support for legacy operations and sustainment requirements of Defense Agency and Field Activities (DAFA) mission partners. Agency Report (AR), Tab 50, RFP, amend. 9 at 7.²

The RFP anticipated the award of a single IDIQ contract with a 4-year base period, three, 2-year option periods, and an additional 6-month option pursuant to Federal Acquisition Regulation (FAR) clause 52.217-8. *Id.* at 17. Future task orders may be awarded using any combination of the following contract line item types: fixed-price for labor; cost-reimbursement for travel and surge support; and labor-hour for emergency or urgent services. *Id.* at 4-5.

Under the IDIQ contract, twenty-two 4th Estate agencies have been identified for fourth estate network optimization efforts, which will require integration and then sustainment efforts. Additionally, two other agencies will be migrated under a different contract; the DES contractor will provide only sustainment services for those agencies. *Id.* at 7. The

¹ DOD has defined 4th Estate agencies as DOD organizations, other than the military services, that have DOD manpower resources. These organizations include the Office of the Secretary of Defense, the Joint Staff, the defense agencies, and DOD field activities. GAO-18-592, Defense Management: DOD Needs to Address Inefficiencies and Implement Reform across its Defense Agencies and DOD Field Activities, Sept. 2018, at 25 n.45.

² References herein to page numbers for agency report exhibits are to the electronic pagination.

RFP’s requirements contemplate three basic phases of support: (1) planning; (2) migration; and (3) sustainment.

During the planning phase, the contractor will need to complete: site surveys; bills of materials; network designs; physical/layer 1 analyses; and service design packages. The planning exit criteria to move to the migration phase are: site survey completed; network and equipment requirements defined; and service design package completed. AR, Tab 50, RFP, amend. 9, attach. 9, Task Order 0001 Statement of Objectives (SOO) at 3.

During the migration phase, the contractor will be responsible for: deploying and configuring equipment; migrating domain and identity management services; and conducting a successful pre-initial operating capability (IOC) pilot. The migration exit criteria to move to the sustainment phase are: network built and operational; authority to operate change request completed and approved; and IOC achieved. *Id.* In the final phase, sustainment, the contractor will: image workstations; sustain cybersecurity posture; and operate network and services. *Id.*

The RFP divides the covered agencies into two groups, or “phases.” DISA anticipates that the thirteen agencies designated for the first group (phase I) will complete integration and enter the sustainment phase by the end of Fiscal Year (FY) 2025. The remaining nine agencies in the second group (phase II) are expected to complete integration and enter the sustainment phase by FY2026. AR, Tab 50, RFP, amend. 9 at 7. Specifically, the RFP anticipated the following schedule and phases (migration (M) or sustainment (S)) for the covered agencies:

Phase I Agencies		
Agency	FY2022-25	FY2026-31
DISA Headquarters	S	S
Defense Technical Information Center (DTIC)	S	S
Defense Prisoner of War/Missing in Action Accounting Agency (DPAA)	S	S
Defense Microelectronics Activity (DMEA)	M	S
Defense Media Activity (DMA)	M	S
DISA Field Sites	M	S
Defense Contract Management Agency	M	S
Defense Contract Audit Agency	M	S
Defense Human Resources Agency/Defense Manpower Data Center	M	S
Defense Finance and Accounting Services	M	S
Defense Threat Reduction Agency	M	S
Defense Logistics Agency	M	S
Defense Advanced Research Projects Agency	M	S
Missile Defense Agency	M	S

Phase II Agencies		
Agency	FY2022-26	FY2027-31
Defense Health Agency	M	S
Defense Legal Services Agency	M	S
Defense Security Cooperation Agency	M	S
Defense Technology Security Agency	M	S
Joint Chiefs of Staff	M	S
Office of Secretary of Defense	M	S
Personnel Force Protection Agency	M	S
Washington Headquarters Services	M	S
Joint Service Provider	M	S

Id. at 8.

In addition to awarding the overall IDIQ contract, the DES RFP also anticipated the simultaneous award of the first task order for the first five 4th Estate agencies. AR, Tab 1, RFP at 84. The first task order will have a 1-year base period, and four, 1-year option periods. AR, Tab 50, amend. 9, attach. 9, Task Order 0001 SOO at 10. The task order will principally be awarded on a fixed-price basis, with a labor-hour contract line item for emergency and urgent support, and cost-reimbursable contract line items for travel and certain other direct costs. AR, Tab 63, RFP, amend. 10, attach. 28, DISA Proposal Template, CLIN Summary Tab.

Under the first task order, the contractor will be responsible for integrating and then providing sustainment support for DISA Field Offices, DMA, and DMEA, as well as sustainment support for DTIC, DPAA, and DISA Headquarters. Relevant to the issues in the protest, the task order SOO provided the following FY2022 statuses for the three agencies that will need to be integrated:

DES Task Order 0001 – Agency Migration Status FY2022				
Agency Location	State or Country	Planning	Migration	Sustainment
DISA				
Elmendorf Air Force Base (AFB)	AK	X		
Montgomery	AL			X
Fort Huachuca	AZ			X
Denver	CO	X		
Peterson AFB	CO		X	
Treasury Annex	DC	X		
MacDill AFB	FL		X	
Pensacola Naval Air Station (NSA)	FL			X
Miami	FL		X	

DES Task Order 0001 – Agency Migration Status FY2022				
Agency Location	State or Country	Planning	Migration	Sustainment
Jacksonville	FL	X		
Augusta	GA	X		
Wahiawa	HI	X		
Ford Island	HI			X
Camp Smith	HI			X
Scott AFB	IL		X	
Fort Meade Headquarters	MD			X
Annapolis Junction	MD		X	
Annapolis	MD		X	
Fort Detrick	MD			X
Columbus	OH			X
Oklahoma City	OK			X
Raven Rock	PA	X		
Chambersburg	PA			X
Mechanicsburg	PA			X
San Antonio	TX			X
Salt Lake City	UT	X		
Hill AFB	UT			X
Ballston	VA	X		
Sterling	VA	X		
Arlington	VA	X		
Arlington – Pentagon	VA	X		
Bahrain	Bahrain		X	
Corsham	United Kingdom		X	
Yokota Air Base (AB)	Japan	X		
Okinawa	Japan	X		
Yongsan – Camp Humphreys	South Korea	X		
Wiesbaden	Germany		X	
Stuttgart Barracks	Germany			X
Kelley Barracks	Germany			X
Guam	Guam	X		

DES Task Order 0001 – Agency Migration Status FY2022				
Agency Location	State or Country	Planning	Migration	Sustainment
DMA				
Riverside	CA	X		
Fort Meade	MD			X
Tobyhanna	PA			X
Arlington	VA	X		
Camp Smith	HI	X		
Hickam AFB	HI	X		
Bahrain	Bahrain	X		
Allied Forces Central Europe	Belgium	X		
Camp Justice	British Indian Ocean	X		
Guantanamo Bay	Cuba	X		
Sembach	Germany	X		
Wiesbaden	Germany	X		
Vogelweh	Germany	X		
Spangdahlem AB	Germany	X		
Stuttgart	Germany	X		
Bavaria	Germany	X		
Souda Bay NSA	Greece	X		
Aviano	Italy	X		
Sigonella	Italy	X		
Naples	Italy	X		
Vicenza	Italy	X		
Yokota AB	Japan	X		
Iwakuni	Japan	X		
Sasebo	Japan	X		
Misawa AB	Japan	X		
Kunsan	South Korea	X		
Yongsan – Camp Humphreys	South Korea	X		
Daegu AB	South Korea	X		
Rota	Spain	X		
Incirlik AB	Turkey	X		
DMEA				
McClellan	CA		X	

AR, Tab 50, RFP, amend. 9, attach. 9, Task Order 0001 SOO at 2-3.

The task order SOO further provided that “follow on activities are expected to occur in out years.” *Id.*

The RFP contemplated a two-step evaluation process for the award of the IDIQ contract and first task order under four evaluation factors: factor 1, acceptable/unacceptable factors; factor 2, technical factor; factor 3, past performance factor; and factor 4, price factor. In the first step, DISA was to evaluate proposals under factor 1 considering four subfactors on an acceptable/unacceptable basis: (i) staffing and transition plan; (ii) network engineering; (iii) small business participation and commitment; and (iv) supply chain risk management. AR, Tab 50, RFP, amend. 9 at 35. Only proposals that were evaluated as technically acceptable under each of the four acceptable/unacceptable subfactors were eligible for evaluation under the second step.³

In the second step, offerors rated as “acceptable” after the first step of the evaluation would be evaluated using a best-value tradeoff considering technical, past performance, and price. AR, Tab 50, RFP, amend. 9 at 36, 39-42. The technical factor included five subfactors, which are listed in descending order of importance: (1) IDIQ performance work statement (PWS); (2) survey and migration; (3) network operations and support; (4) innovations and emerging technology; and (5) task order 0001 PWS. *Id.* at 39-41. The technical factor was more important than the past performance factor, and the technical and past performance factors, when combined, were to be approximately equal to price. *Id.* at 36. Therefore, among these three evaluation factors, price was the most important individual factor, followed by technical, and then past performance.

As to the IDIQ PWS subfactor, offerors were to prepare a PWS that met or exceeded the requirements of the RFP’s SOO, including performance standards with acceptable quality levels (AQL). AR, Tab 63, RFP, amend. 10 at 11. DISA was to evaluate the proposed IDIQ PWS to ensure the offeror demonstrated a thorough understanding of the requirements listed in the SOO. The RFP also required the agency to evaluate the extent to which an offeror’s proposed PWS was specifically tailored to meet or exceed the objectives of the SOO. AR, Tab 50, RFP, amend. 9 at 39. The agency was to ensure the offeror proposed a well-developed, low-risk plan to provide standardized, responsive and innovative IT services focused on mission value and user network experience. *Id.*

As to the survey and migration subfactor, DISA was to evaluate the offeror’s approach to determine if the approach met or exceeded the government’s requirements for: (a) site survey execution; (b) migration to a SSP network; and (c) “onboarding.” As to site survey execution, the agency was to evaluate the offeror’s approach to survey multiple disperse sites, ensure systems are operational, and DAFA mission partners

³ Both the protester and the awardee were ultimately found to be acceptable for each of the four subfactors under factor 1, acceptable/unacceptable factors. See AR, Tab 95, Source Selection Decision Document (SSDD) at 3. The protester does not challenge the agency’s consideration of proposals under factor 1. As a result, we do not discuss factor 1 further.

can be migrated into the enterprise SSP. Regarding migration to a SSP network, the agency was to evaluate the offeror's ability and methodology to migrate multiple disperse sites of (x) number of users onto a SSP network in a minimum of (y) number of days (with offerors required to identify the number of users (x) and minimum number of days (y)). As to onboarding, the agency was to evaluate the offeror's ability to provide end-user and workstation onboarding capabilities to transition (x) number of users over a three-month period (with offerors required to identify the number of users (x)). AR, Tab 50, RFP, amend. 9 at 39.

Under the network operations and support subfactor, DISA was to evaluate the offeror's approach to determine if the approach met or exceeded the government's requirements for: (a) operations; (b) service desk support; and (c) security patching. For operations, the agency would evaluate the offeror's proven approach to operating and maintaining a SSP network to ensure availability meets the AQLs listed in the SOO, including: (i) approach to sustain a minimum of 200 sites with 75,000 users in a SSP network while concurrently migrating sites into the SSP network; and (ii) approach to provide sites with alternate/backup circuits to maintain network reliability/efficiency and continuity of operations. Under service desk support, the agency was to evaluate the offeror's detailed approach to providing queue oversight and oversight of individual agency performance to ensure calls/emails/chats meet AQLs listed in the SOO, including: (i) approach to monitoring dedicated queues and assignment of tickets to appropriate resources for troubleshooting and ticket resolution; (ii) approach to assigning tickets which are out of scope to the service desk or other functional discipline teams; and (iii) approach to ensuring associated tickets are related to the parent ticket and proper follow-up once issue is resolved. As to security patching, the agency was to evaluate the offeror's ability to apply security patches in a timely manner, and approach to test and deploy patches to meet or exceed applicable timeframes, including: (i) method for deploying patches on 95 percent of the endpoints in the global service across 22 agencies both for NIPRnet and SIPRnet, and action plan for the application of patches/quality of life improvements; (ii) approach for ensuring government-mandated cybersecurity scanning and intrusion detection capabilities updates are completed maintaining compliance and Command Cyber Readiness Inspection grade of 3.0 or less; and (iii) rollback capability in the event that patches fail to be applied or cause service instability/interruptions. *Id.* at 40.

Under the innovations and emerging technology subfactor, DISA was to evaluate the offeror's proposed toolset for innovations and emerging technology for DES to determine if it meets or exceeds the government's requirements. Regarding innovations, DISA was to evaluate the offeror's approach to improve network operations and enterprise management through industry best practices and toolsets, including: (1) the offeror's proposed projected return on investment for DISA to leverage proposed best practices and toolsets; (2) how the toolset will improve the enterprise service by decreasing customer interactions by (x) percent, increase ticket closure by (y) percent, or increase request fulfillment by (z) percent per week (with offerors required to specify the values for (x), (y), and (z)); and (3) evidence the system proposed is secure, free of vulnerabilities, and will pass the DISA security accreditation process. As to emerging

technology, the agency was to evaluate the offeror's approach to recommend and deliver future technologies and improvements over the current architecture at the time/need of technology refresh, and knowledge to streamline current end-user support processes through technology insertion. *Id.* at 40-41.

With respect to the task order 0001 PWS, offerors were to prepare a PWS that met or exceeded the requirements of the RFP's task order 0001 SOO. AR, Tab 63, RFP, amend. 10 at 11. DISA was to evaluate the proposed task order 0001 PWS, including performance standards with AQLs, to ensure the offeror demonstrated a thorough understanding of the requirements listed in the SOO, and the extent to which they were specifically tailored to meet or exceed the objectives of the task order 0001 SOO. AR, Tab 50, RFP, amend. 9 at 41. The agency was to ensure the offeror proposed a well-developed, low-risk plan to provide standardized, responsive and innovative IT services focused on mission value and user network experience. *Id.* Additionally, the agency was to evaluate the offeror's mix of labor categories and labor hours to determine whether the proposed approach was feasible, presents low risk, and meets or exceeds the requirements of the PWS. *Id.*

Under the past performance factor, offerors were required to submit no more than three total recent past performance efforts for evaluation. AR, Tab 63, RFP, amend. 10 at 11. The RFP clarified that "[i]ndividual task orders under an IDIQ contract are each considered to be one (1) past/present performance effort." *Id.* Additionally, DISA reserved the right, but did not commit, to review additional potential past performance sources and information. *See, e.g., id.* (providing that the agency "may use data obtained from other sources in the evaluation of past performance"); *id.* at 12 ("While the Government may elect to consider data from other sources, the burden of providing detailed, current, and accurate and complete past performance information rests with the Offeror.").

DISA was to evaluate an offeror's performance under existing and prior contracts or orders for similar products or services for recency, relevancy, and performance quality. AR, Tab 50, RFP amend. 9 at 41. As to recency, an effort must have been ongoing or must have been performed during the past three years from the December 2020 issuance of the RFP. For efforts that were currently being performed, the offeror must have been performing for at least six months from the December 2020 RFP issuance. *Id.* As to relevancy, the agency was to compare the past performance effort to the scope and magnitude of task order 0001. *Id.* at 42.

Based on the relevancy and quality assessments of the recent contracts evaluated, the agency was to assign an integrated performance confidence assessment rating based on the confidence assessments described in the Department of Defense Source Selection Procedures. *Id.* Under those procedures, the available confidence assessments are:

Adjectival Rating	Description
Substantial Confidence	Based on offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

AR, Tab 92, Leidos Past Performance Evaluation (Feb. 4, 2022) at 13.

As to price, offerors were to propose labor rates at the IDIQ level, which would be evaluated for reasonableness. AR, Tab 50, RFP, amend. 9 at 42. For the purposes of the tradeoff decision between price and non-price factors, DISA would use the offerors' respective total proposed prices for task order 0001, which would be evaluated for reasonableness, completeness, and balance. *Id.* Additionally, the agency reserved the right to perform a price realism analysis at the IDIQ and/or task order level in accordance with FAR section 15.404-1.⁴ *Id.* The RFP specified that the results of the realism analyses may be used in performance risk assessments and responsibility determinations, and unrealistically low prices may form the basis for rejection of a proposal. *Id.* Because task order 001 will primarily be fixed-price, offered prices would not be adjusted as a result of the analysis. *Id.*

DISA received seven proposals by the DES RFP's initial February 11, 2021 closing date, including from GDIT and Leidos. Based on the agency's initial evaluation, four of the seven proposals were deemed non-compliant and eliminated from the competition. AR, Tab 94, Price Negotiation Memo. at 5. DISA then amended the RFP twice, and received revised proposals from the three remaining offerors, including GDIT and Leidos. Based on the revised proposals, the agency established a competitive range including only GDIT and Leidos. *Id.* at 5-6.

⁴ The agency's reservation of the right to conduct a price realism evaluation was added to the RFP via amendment seven, which was issued after the offerors' had submitted their initial proposals. AR, Tab 27, RFP, amend. 7 at 10.

After issuing additional RFP amendments and conducting multiple rounds of discussions, DISA received final proposals from GDIT and Leidos. The final evaluation ratings for GDIT and Leidos under the qualitatively assessed technical and past performance evaluation factors, and the offerors' total evaluated prices were as follows:

	GDIT	Leidos
Factor 2: Technical		
Subfactor 1: IDIQ PWS	Good	Good
Subfactor 2: Survey & Migration	Outstanding	Outstanding
Subfactor 3: Network Operations & Support	Good	Good
Subfactor 4: Innovations & Emerging Technology	Acceptable	Good
Subfactor 5: Task Order 0001 PWS	Good	Good
Factor 3: Past Performance	Substantial Confidence	Satisfactory Confidence
Factor 4: Task Order 0001 Price	\$168,946,173	\$147,093,080

AR, Tab 95, SSDD at 3, 17.

The source selection authority (SSA) documented a detailed review of the evaluators' underlying findings. For the technical factor, the SSA reviewed each of the assigned strengths for both offerors, then addressed: (1) the agency's requirement; (2) the unique aspect of the offeror's proposal; (3) how the aspect of the proposal exceeded the government's requirement; and (4) how the aspect of the proposal provided benefit to the government. *Id.* at 4-14. For the past performance factor, the SSA reviewed the relevancy and quality record for each of the offerors' three cited references. *Id.* at 14-17. The SSA then considered the offerors' proposed prices, and found that there was adequate price competition, both offerors' proposed prices were reasonable, balanced, and complete, and both offerors clearly understand the requirements and that there were no quality concerns. *Id.* at 17. The SSA's consideration reflects agreement with the underlying evaluation findings of the lower-level evaluators.

The SSA then conducted a comparative assessment of the proposals across each of the evaluation factors and subfactors. As to the technical factor, the SSA provided a detailed comparison of the assessed strengths for each offeror under each subfactor. Based on that comparison, the SSA found that the following subfactors "did not serve as [] discriminator[s]" between the proposals because the offerors were assessed as having a comparable number of strengths that offered "equal benefit to the Government": subfactor 1 – IDIQ PWS; subfactor 2 – survey and migration; and subfactor 3 – network operations and support. *Id.* at 18-20. The SSA, however, found that Leidos's proposal was evaluated as offering unique benefits to the government under subfactor 4 – innovations and emerging technology, and subfactor 5 – task order 0001 PWS, that made Leidos's proposal technically superior to GDIT's proposal under these subfactors. As a result, the SSA found that Leidos's advantage under these two subfactors were a discriminator between the proposals. *Id.* at 21-22. The

SSA also considered the relative merits of the offerors' respective past performance, and found that GDIT's substantial confidence past performance assessment made GDIT's proposal superior under the factor. *Id.* at 22.

After conducting this detailed comparison, the SSA found that Leidos's proposal was technically superior to GDIT's proposal. In this regard, the SSA explained that the technical factor was more important than the past performance factor, and Leidos's superiority under the technical factor weighed more heavily than GDIT's advantage under the past performance factor. *Id.* at 23. Additionally, the SSA found that Leidos had a substantial price advantage of 15 percent over GDIT's proposed price, and that the price factor was approximately equal in weight as compared to the combined weight of the non-price factors. *Id.* The SSA explained that "[a]ll factors considered, Leidos's higher technically rated, lowest priced proposal offered more benefits to the Government at a considerably lower price than GDIT." *Id.* Therefore, because the SSA found that Leidos's proposal presented the best value to the government, the SSA selected Leidos's proposal for award. *Id.* The total ordering ceiling for the IDIQ contract inclusive of all potential options is \$11,953,403,242. AR, Tab 94, Price Negotiation Memo. at 1. Following a debriefing, GDIT filed this protest with our Office.

DISCUSSION

GDIT challenges the agency's evaluation of proposals under the technical and past performance factors, conduct of discussions with the protester, and resulting award decision. For the reasons that follow, we find no basis on which to sustain the protest.⁵

Evaluation of GDIT's Technical Proposal

GDIT challenges the agency's evaluation of the protester's technical proposal, asserting two primary objections. The protester first contends that DISA unreasonably failed to assign multiple additional strengths to the protester's proposal. Second, GDIT argues that the agency engaged in an impermissible unequal evaluation when it unreasonably credited Leidos with strengths for aspects of its proposal, while not similarly evaluating strengths for materially similar aspects of GDIT's proposal. GDIT argues--based on a mechanical comparison of the number of evaluated strengths that each offeror received--that if it prevails on one or more of its challenges, the agency would have necessarily found that GDIT's technical proposal was at least equal (if not superior) to Leidos's proposal under the factor. For the reasons that follow, we find no basis to object to the agency's evaluation.

In reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether

⁵ GDIT raises a number of collateral arguments. While our decision does not specifically address each of the protester's arguments, we have reviewed the entirety of the protester's allegations and find that they do not provide a basis on which to sustain the protest.

the agency's judgment was reasonable, and in accordance with solicitation criteria and applicable procurement statutes and regulations. *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 7.

As an initial matter, we disagree with the protester's suggestions that the addition of one or more strengths would have necessitated a finding that GDIT's technical approach was equal (or superior) to Leidos's proposed approach. In this regard, GDIT's argument is driven by a simplistic comparison as to the number of strengths assigned to Leidos's technical proposal (nine) versus the number of strengths assigned to GDIT's proposal (eight). See AR, Tab 95, SSDD at 4, 10. We have explained, however, that summary level assessments, including the number or significance of unique evaluated strengths, are merely guides to, and not a substitute for, intelligent decision making. In this regard, where an agency reasonably considers the underlying bases for the ratings, including advantages or disadvantages with the specific content of competing proposals, in a manner that is fair and equitable and consistent with the solicitation's terms, a protester's disagreement over the summary level assessments is essentially inconsequential in that it does not affect the reasonableness of the judgments made in the source selection decision. *Garco-WEMCO JV*, B-420317, Jan. 24, 2022, 2022 CPD ¶ 48 at 5.

As recounted above, the SSA documented a detailed consideration of the unique strengths assigned to each of the proposals, as well as their attendant assessed benefits to the government. AR, Tab 95, SSDD at 4-14. The SSA, rather than relying on the type of mechanical counting of assigned strengths advanced by the protester's arguments, then conducted a detailed comparison of the advantages of both proposals across each of the technical subfactors. The SSA found that the advantages that both offerors proposed under subactors 1 – 3 were of comparable value to the government, and, thus, none of the factors were key discriminators between the proposals. *Id.* at 18-20. As to subfactors 4 and 5, the SSA provided a detailed discussion regarding the unique strengths awarded to Leidos's proposal and why those beneficial features were discriminators in favor of Leidos's proposal. *Id.* at 20-22. GDIT does not challenge the reasonableness of these assigned strengths or the SSA's determination that the features were key discriminators in favor of Leidos's proposal.

Turning to the merits of GDIT's arguments that its proposal should have been assigned additional strengths, we find no merit to these challenges. We have explained that an agency's judgment that the features identified in a proposal do not significantly exceed the requirements of the RFP or provide advantages to the government--and thus do 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. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. A protester's disagreement with the agency's assessment, without more, does not render the evaluation unreasonable. *The Ginn Grp., Inc.*, B-420165, B-420165.2, Dec. 22, 2021, 2022 CPD ¶ 17 at 9.

As a representative example, GDIT complains that the agency unreasonably failed to assign a strength for the protester's proposed use of [DELETED], which "provide an [DELETED] that enable [DELETED], increase employee and customer satisfaction, and allow personnel to [DELETED]." Protest at 41. The protester contends that its "innovative [DELETED] solution for [DELETED] will significantly improve enterprise management and dramatically decrease customer interactions," and DISA "therefore should have assigned GDIT's proposal a strength, but unreasonably failed to do so." *Id.*

GDIT's complaint that the agency "failed" to assign a strength for this aspect of the protester's proposal, however, overlooks that the agency in fact favorably credited GDIT for this aspect of its proposal. Specifically, the evaluators--and subsequently the SSA--credited GDIT's proposed use of [DELETED], finding that:

The Government will benefit from the [DELETED] solution [] because it will provide enhanced user experience – specifically, [DELETED]. Additionally, use of this approach will allow the Offeror to exceed DES AQLs and reduce costs as a result of the [DELETED]. This approach increases the chances of successful contract performance.

AR, Tab 89, GDIT Final Technical Eval. Rep. at 32; Tab 95, SSDD at 14.

To the extent that the protester believes that its proposal merited a more heavily or significantly-weighted strength, the protester's disagreement with the agency's judgment, without more, does not provide a basis to sustain the protest. *Protection Strategies, Inc., supra* at 8. Similarly, to the extent the protester believes it should have been assigned multiple strengths for the same aspect of its proposal, such an objection provides no basis to object to the agency's evaluation. See *SMS Data Prods. Grp., Inc., B-418925.2 et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 7 at 8.

As another example, GDIT complains that DISA unreasonably failed to assign a strength for the protester's proposed approach to automate the [DELETED]. The protester contends that automation was not required by the RFP, and such capability does not currently exist. See Comments & Supp. Protest at 35 (*citing* AR, Tab 87, GDIT Final Proposal Revision, Vol. II at D-17). In the contemporaneous evaluation report, the agency found that GDIT's recommendation to use automated [DELETED], specifically [DELETED], met the agency's requirements. In this regard, the agency specifically noted that the [DELETED] proposed by GDIT is one currently approved for use within DOD. AR, Tab 89, GDIT Final Technical Eval. Rep. at 32. On this record, we find no basis to object to the agency determination that a proposed approach using a [DELETED] that is already approved for use within DOD met, but did not exceed, the agency's requirements.

But, even assuming for the sake of argument that GDIT's proposal in fact warranted a strength for automating its approach to [DELETED], the protester cannot establish any reasonable possibility of competitive prejudice where Leidos similarly proposed to automate that process and similarly did not receive a strength. Competitive prejudice is

an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding competitive prejudice. *Credence Mgmt. Solutions, LLC*, B-420408, B-420408.2, Mar. 18, 2022, 2022 CPD ¶ 81 at 11 (denying protest challenging an agency's alleged failure to assign the protester an additional strength where the awardee proposed a similar approach and was evaluated in the same manner as the protester).

Just as GDIT proposed automation in response to how it would [DELETED], Leidos also proposed automation, including the use of [DELETED], in its response. Specifically, Leidos explained that:

[DELETED] enables us to [DELETED], responding faster than the [DELETED] AQL and improving [DELETED]. [DELETED] enables Team Leidos to exceed the [DELETED] AQL by resolving [DELETED]. . . . In addition, if the [DELETED], the [DELETED] process [DELETED] . . . Near-real-time [DELETED] uses [DELETED], [DELETED], or [DELETED] to [DELETED].

AR, Tab 75, Leidos Revised Tech. Proposal, Vol. II at II-98.

Thus, where the agency similarly evaluated the offerors' similar approaches to automating the [DELETED], GDIT's challenge provides no basis to object to the agency's evaluation.

GDIT also contends that the agency engaged in impermissible unequal treatment when it failed to assign the protester's proposal two strengths for aspects of its proposal that the protester contends were substantively indistinguishable from aspects of Leidos's proposal that were evaluated as strengths. It is a fundamental principle of government procurement that a competition must be conducted on an equal basis; that is, the contracting agency must treat all offerors equally, and even-handedly evaluate proposals against common requirements and evaluation criteria. *L3 Security and Detection Sys., Inc.*, B-417463, B-417463.2, July 8, 2019, 2019 CPD ¶ 248 at 4. When a protester alleges disparate treatment, however, it must show that the differences in the evaluation did not stem from differences between the offerors' proposals. *Environmental Chem. Corp.*, B-416166.3 *et al.*, June 12, 2019, 2019 CPD ¶ 217 at 10-11. For the reasons that follow, we find no basis to conclude that the agency engaged in impermissible disparate treatment.

The protester first alleges that the agency failed to reasonably credit GDIT for its approach to integrating logistics chain management into its approach to subfactor 2 – survey and migration, while simultaneously assigning a strength to Leidos for its allegedly similar approach. This argument is without merit. The record reflects that both offerors received materially indistinguishable strengths under technical subfactor 2 relating to their proposed integration of logistics chain management. In this regard, the SSA specifically noted that Leidos was awarded a strength for its approach because

“[i]ntegration of logistics chain management in the survey and migration phases will benefit the Government because incorporating warehouse and shipping services will reduce schedule risk and increase supply chain security.” AR, Tab 95, SSDD at 5. Similarly, GDIT was awarded a strength for its approach because “[i]ntegration of logistics chain management in the service delivery plan and migration plan will benefit the Government because incorporating warehouse and shipping services will increase supply chain security. . . . Additionally, this approach will reduce schedule and cost risk.” *Id.* at 12. The SSA then specifically considered these nearly identical assessed strengths in his overall analysis that subfactor 2 “did not serve as a discriminator between the two competing offers.” *Id.* at 18. Thus, to the extent GDIT overlooks that DISA in fact similarly assigned strengths to both offerors for these allegedly indistinguishable aspects of their respective proposals, its argument that the agency engaged in disparate treatment is legally and factually without support.

GDIT next argues that the agency unequally evaluated the offerors’ respective proposed approaches to providing user self-help resources (so called “Tier 0” helpdesk support). The protester argues that its proposed approach was substantially similar to Leidos’s comparable approach, which was evaluated as a strength. We find that the agency’s evaluation with respect to this aspect of the proposals was reasonable.

As addressed above, under subfactor 2 – survey and migration, offerors were required to address, among other matters, their respective abilities to provide end-user and workstation onboarding capabilities to transition users over a three-month period. AR, Tab 50, amend. 9 at 39. In response to this requirement, Leidos addressed its provision of a “Tier 0 self-service/self-help” [DELETED]. Leidos further provided that the [DELETED] will be [DELETED]. AR, Tab 75, Leidos Revised Tech. Proposal, Vol. II at II-90.

The agency evaluated this aspect of Leidos’s migration approach in light of the RFP’s requirement for the offeror to provide end-user and workstation onboarding capabilities to transition users over a 3-month period. AR, Tab 95, SSDD at 6. Specifically, DISA found that Leidos’s approach would benefit the government by providing a “Tier 0 self-service/self-help [DELETED] for common issues or fixes *that may arise from migration.*” *Id.* at 7 (emphasis added). In addition to helping to reduce the number of helpdesk tickets, the agency also found that the tool would “assist in the compilation of lessons learned and provide a baseline and extended help for future sites.” *Id.* Thus, the agency found that Leidos’s proposal provided a unique benefit related to Leidos’s proposed migration approach.

In contrast to Leidos’s direct correlation to the RFP’s migration-related requirements, GDIT did not address its proposed Tier 0 helpdesk support in the migration-related section of its proposal. Rather, GDIT addressed the use of a Tier 0 helpdesk solution in connection with subfactor 3 – network operations and support. See AR, Tab 87, GDIT Final Proposal Rev., Vol. II at D-15-16.

Notwithstanding that GDIT made no reference to its Tier 0 helpdesk support during the migration section of its proposal, the protester argues that DISA should have inferred that its Tier 0 helpdesk support would be implemented during the migration phase based on an introductory statement to the subfactor 3 section of GDIT's proposal. Specifically, the protester points to the protester's statement that "users need support during and after migration" as suggesting that GDIT's entire helpdesk solution (including its Tier 0 support) would be available to the agency during the migration phase. AR, Tab 87, GDIT Final Proposal Rev., Vol. II at D-11. We disagree. Nothing in this generic statement is specific to GDIT's proposed Tier 0 solution. In this regard, the only specific mention of the timing of the implementation of the Tier 0 solution suggests that the impact on reducing customers' need for higher-level helpdesk interventions will occur in the future. Specifically, GDIT's proposal states that: "GDIT will deliver an [DELETED] enabled Tier 0 solution, and enhanced User Experience Monitoring (UEM) to continually improve our service and *decrease customer interactions by >[DELETED]% after the first year, and reported every [DELETED] period thereafter.*" *Id.* at D-15 (internal citation omitted).

Thus, we find no basis to question the reasonableness of the agency's different evaluation findings where (1) Leidos clearly explained the use of a Tier 0 helpdesk as a tool it proposed to use in onboarding personnel during the migration phase, and (2) GDIT did not specifically address Tier 0 helpdesk as part of its onboarding of personnel during the migration phase and did not otherwise clearly convey that such a tool would be used for such a purpose. To the extent that GDIT's protest attempts to add additional context and clarification regarding its proposed approach's impact on GDIT's migration approach, such arguments provide no basis to object to the agency's evaluation of the protester's actual proposal as submitted. In this regard, in a negotiated procurement, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. *Applied Visual Tech., Inc.*, B-401804.3, Aug. 21, 2015, 2015 CPD ¶ 261 at 3; *ARBEIT, LLC*, B-411049, Apr. 27, 2015, 2015 CPD ¶ 146 at 4. On this record, we find no basis to sustain the protester's challenge.⁶

⁶ We additionally note three other observations with respect to GDIT's arguments. First, the protester's argument that it should have received a similar strength for its approach to Tier 0 helpdesk support under technical subfactors 3 – network operations and support, or 4 – innovations and emerging technology, ignores that those subfactors were less important than subfactor 2 – survey and migration, under which Leidos received its strength. See AR, Tab 50, RFP, amend. 9 at 39-51 (representing that the subfactors were listed in descending order of importance). Second, even assuming for argument that GDIT should have also received an equally weighted strength for offering a Tier 0 helpdesk solution as part of the migration phase, the addition of such strength would likely have been inconsequential. As addressed above, the SSA did not find that this aspect of Leidos's proposal was a discriminator in his award analysis. AR, Tab 95, SSDD at 18. Thus, there is no basis in the record to support GDIT's suggestion that the

Evaluation of Task Order 1 Proposed Staffing

GDIT next challenges the agency's evaluation of the offerors' proposed staffing for planning and migration support for task order 0001. Leidos proposed an approach where these hours would cease after the first option year--and then exclusively become sustainment support hours--while GDIT proposed an identical number of planning and migration hours for each year through option year 3 of the task order. The protester contends that Leidos's approach, which initially resulted in the issuance of discussion questions from the agency, should have been evaluated as being technically unacceptable. Alternatively, the protester contends that the RFP contained a latent ambiguity with respect to the government's requirements, and, therefore precluded offerors from competing on a common basis. For the reasons that follow, we find no basis on which to sustain the protest.

As an initial matter, we note that GDIT argues that Leidos's overall proposed planning and migration hours are unrealistically low. In support of this argument, the protester notes that Leidos did not materially alter its proposed hours in its final Task Order 0001 proposal template following the agency's discussions identifying concerns with the number of proposed hours in Leidos's initial revised proposal. This argument, however, ignores the detailed analysis provided by Leidos in its response to the agency's discussions questions. In this regard, Leidos's discussions response provides detailed information setting forth the methodology used and supporting calculations for Leidos's proposed staffing requirements. See AR, Tab 75, Leidos Discussions Response at 82-85 (addressing requirements for DISA), 86-89 (same, for DMEA), and 90-93 (same, for DMA). Leidos explained that its approach to pricing integration activities (planning and migration) included efforts under [DELETED]. DISA carefully reviewed Leidos's responses and contemporaneously documented why the responses resolved the outstanding evaluation concerns. See AR, Tab 90, Leidos Final Tech. Evaluation at 67-74. Absent any compelling rebuttal from GDIT regarding why Leidos's detailed

addition of this strength for GDIT would have resulted in a discriminator in favor of GDIT.

Additionally, to the extent the protester argues that its Tier 0 helpdesk support should have received a strength under subfactor 3 for the protester's overall "Shift-Left" strategy to address more tickets at lower tiers of helpdesk support (as opposed to being limited to only addressing helpdesk tickets during the migration phase), Leidos similarly proposed a "Shift-Left" approach in its subfactor 3 proposal that included its Tier 0 tool. Compare AR, Tab 87, GDIT Final Proposal Revision, Vol. II at 65 with Tab 75, Leidos Revised Tech. Proposal, Vol. II at II-105-106. Thus, if GDIT were to receive a strength for Tier 0 helpdesk support under subfactor 3, Leidos arguably also would have been eligible for the same evaluated strength (separate from the strength assigned to its proposal for the use of Tier 0 helpdesk support in connection with user migration).

responses and the agency's contemporaneous evaluation thereof were unreasonable, we have no basis to object to the agency's evaluation in this respect.⁷

Thus, the only questions left for our consideration are (1) whether Leidos's approach of proposing no integration hours after the first option year should have been evaluated as technically unacceptable, or (2) if not, did the agency fail to evaluate proposals on against a common baseline where GDIT proposed hours for those services through option year three? For the reasons that follow, we answer both questions in the negative.

At its core, this case presents two unique approaches to pricing the risks attendant with potential migration delays in a fixed-price contract. As set forth above, the contractor under the IDIQ contract will be responsible for migrating and then sustaining network operations for 22 DOD agencies. The RFP did not establish specific anticipated dates for any of the necessary migrations. Rather, the RFP established a general expectation that phase I agency migrations would be completed by the end of FY2025, and the remainder of migrations would be completed by FY2026. AR, Tab 50, RFP, amend. 9 at 7-8. Similarly, the RFP's Task Order 0001 SOO did not establish specific migration dates. Rather, the SOO provided a table "represent[ing] FY22 status," and further provided that "follow on activities are expected to occur in out years." AR, Tab 50, amend. 9, attach. 9, Task Order 0001 at 2; *see also id.* at 4 (requiring the contractor to prepare a schedule to identify major project capability milestones, dependencies, communication and related activities within 10 business days of task order award).

Thus, offerors were left to address--and ultimately price the potential risks--associated with the timing of the migrations. Leidos took a more aggressive approach. *See Facility Servs. Mgmt., Inc.*, B-420102.3, Mar. 29, 2022, 2022 CPD ¶ 93 at 6 (recognizing that "a fixed-price order or contract places the risk and responsibility for contract costs and resulting profit or losses on the contractor"). Specifically, in light of the anticipated need to migrate a total of 13 phase I agencies by FY2025, Leidos proposed to complete the migrations for the three agencies covered by task order 0001 by no later than the first option year (FY2023). *See, e.g.*, AR, Tab 75, Leidos's Discussions Response at 33 (discussing bases for planning and capability to [DELETED]), 82-93 (addressing planning and staffing assumptions for proposed integration schedule and staffing needs). GDIT, on the other hand, proposed a more conservative approach, specifically proposing a full, steady state of planning and migration support through FY2025. *See,*

⁷ Additionally, we note the offerors appear to have offered a similar number of hours for integration activities (*i.e.*, planning and migration) during the base period of performance. For example, for the DISA sites, Leidos proposed approximately [DELETED] hours, or [DELETED] full-time equivalents (FTEs), compared to GDIT's proposed approximately [DELETED] hours, or [DELETED] FTEs. *Compare* AR, Tabs 75, Leidos Discussions Response at 82 and Tab 88, Leidos Final Proposal Revision, attach. 28 – Task Order 0001 Proposal Template, CLIN Summary Tab, *with* Tab 87, GDIT Final Proposal Revision, attach. 28 – Task Order 0001 Proposal Template, CLIN Summary Tab.

e.g., GDIT Supp. Comments at 8 (arguing that GDIT interpreted the RFP as requiring planning and migration resources through the out years). Contrary to GDIT's arguments, we do not find that Leidos's approach was unrealistic or that the RFP suffered from a latent ambiguity that prevented offerors from bidding on a common basis.

With respect to Leidos's approach, we find that its proposed approach to reduce integration support activities over the course of the task order as sites are successfully migrated is a reasonable approach consistent with the terms of the RFP. As addressed above, the task order 0001 SOO established specific exit criteria that, once satisfied, allows the contractor to move through the planning and migration phases and enter the sustainment phase. AR, Tab 50, RFP, amend. 9, attach. 9, Task Order 0001 SOO at 3; see also Tab 63, RFP, amend. 10, Questions & Answers at Questions 550 and 551 (confirming that once planning and/or migration exit criteria are satisfied, follow on activities will be handled under subsequent phase contract line item numbers). In this regard, once the planning and migration for a site is completed, it makes logical sense that any future support would be handled under the ongoing sustainment contract line item numbers; in other words, once a site is successfully migrated, the contractor will not have to plan for and then migrate the same site again. Indeed, we note that the independent government cost estimate (IGCE) similarly has integration support ending after the first option year. AR, Tab 111, TO 0001 IGCE, DES TO 0001 (Base + Options) Tab. Thus, absent a meaningful objection by GDIT challenging the total number of hours proposed by Leidos for integration activities and in light of the phased-structure of support services contemplated by the RFP, we do not find that Leidos's approach was inconsistent with the RFP's requirements or otherwise technically unacceptable.

GDIT's approach, while more conservative, does not demonstrate that the RFP was ambiguous. In this regard, the protester made a decision to maintain all of its planning and migration staff through option year three (FY2025) in light of the RFP's general guidance that phase I migrations must be completed by FY2025, and the Task Order 0001 SOO's instruction that follow on activities are expected in the subsequent years. Instead of assuming a more expeditious migration schedule or electing to reduce its planning and migration staff across the life of the task order as sites are successfully integrated, GDIT appears to have made the business decision to maintain a full team of planning and migration staff across the majority of the task order's period of performance in order to mitigate any business risks arising from delays in migrations. While this approach reflects GDIT's approach to pricing the potential risk of migration delays, we do not find that it demonstrates a flaw or ambiguity in the RFP's terms.

In short, the offerors proposed two fundamentally different pricing approaches to this fixed-price order. Leidos proposed a more aggressive schedule to plan and migrate the task order 0001 sites by the end of the first option year; as the exit criteria for these phases are met, Leidos proposes to phase out its planning and migration resources. GDIT, on the other hand, appears to have taken a more conservative approach; the protester proposed to maintain the entirety of its planning and migration staff even assuming that sites are successfully migrated. In this regard, in light of the possibility

that migrations may occur through the end of FY2025, GDIT proposed to retain all of its planning and migration resources through option year 3 of the order. While both approaches present unique potential benefits and potential risks (e.g., Leidos's approach may present risks associated with escalation/inflation and staff retention for a delayed migration schedule, while GDIT's approach potentially will require the government to pay GDIT for four years of integration support even if all migrations are completed prior to FY2025), we cannot say that either approach is so unrealistic or unreasonable so as to justify rejection of either proposal. Therefore, we find no basis on which to sustain the protest.

Discussions

GDIT also alleges that the agency engaged in misleading discussions with GDIT regarding the protester's proposed direct labor rates. The protester contends that the agency unreasonably evaluated the realism of certain of GDIT's initially proposed direct labor rates, and then misled the protester by failing to disclose the true nature of the agency's concerns, or otherwise made "thinly veiled threats to reject the proposal for too low pricing." Comment & Supp. Protest at 23. We find no merit to the protester's objections.

It is a fundamental principle of negotiated procurements that discussions, when conducted, must be meaningful; that is, the discussions must be sufficiently detailed and identify the deficiencies and significant weaknesses found in an offeror's proposal that could reasonably be addressed so as to materially enhance the offeror's potential for receiving award. FAR 15.306(d)(3); *McConnell Jones Lanier & Murphy, LLP*, B-409681.3, B-409681.4, Oct. 21, 2015, 2015 CPD ¶ 341 at 5. Further, an agency may not mislead an offeror through the framing of a discussion question or a response to a question into responding in a manner that does not address the agency's concerns, or misinforms the offeror concerning a problem with its proposal or about the government's requirements. *McConnell Jones Lanier & Murphy, LLP, supra*. However, the obligation to provide an offeror with meaningful discussions does not obligate an agency to spoon-feed an offeror nor to, effectively, rewrite the offeror's proposal by suggesting a specific approach. *General Dynamics Info Tech., Inc.*, B-420282, B-420282.2, Jan. 19, 2022, 2022 CPD ¶ 44 at 12. For the reasons that follow, we find no basis to conclude that DISA engaged in misleading discussions.

GDIT first complains that the agency misunderstood the protester's labor mapping and relied on different labor categories than actually proposed by GDIT, which resulted in GDIT being misled into increasing its proposed labor rates for three labor categories.⁸ This argument is without merit. First, the record shows that GDIT initially failed to provide the agency with the underlying supporting salary survey information and corresponding labor mapping, so DISA made its best efforts to map GDIT's proposed

⁸ GDIT alleges that this aspect of the agency's misleading discussions resulted in a net increase of approximately \$[DELETED] million to GDIT's proposed price. See Comments & Supp. Protest, exh. 1, "Analysis 2 – Mapping Impact" Tab.

labor categories to corresponding labor categories from the utilized salary survey. See, e.g., AR, Tab 87, GDIT Discussions Response at 6-7 (discussing proposal revisions to provide salary survey data and mapping in response to the agency's evaluation notice requesting supporting documentation for the protester's proposed labor rates). Where the protester failed to comply with the RFP's instruction to provide "sufficient quantitative and narrative documentation necessary to adequately support and explain the prices proposed," AR, Tab 63, RFP, amend. 10 at 14, we find no basis to object to the agency's underlying initial evaluation of the protester's unsupported proposed labor rates.

Second, even assuming that the agency's initial evaluation was flawed, the record plainly supports that the protester made an independent business judgment to increase its proposed labor rates. Specifically, GDIT represented that its decision to upwardly adjust its rates had nothing to do with the underlying salary survey data, but, rather, was driven by GDIT's consideration of salaries that it is currently paying to GDIT personnel. In this regard, the agency's discussions did not direct GDIT that it was required to increase its direct labor rates. Rather, the agency identified labor categories that it believed were unrealistic based on its independent review of salary survey data from the source identified by the protester, and instructed that GDIT should "[c]onsider revising the Direct Labor rates proposed at all locations for the labor categories cited above to a realistic level *or clearly explain, in detail along with supporting documentation, showing how/why the Direct Labor rates proposed are realistic.*" AR, Tab 83, GDIT Pricing Evaluation Notice at 4 (emphasis added).

Rather than responding to DISA's invitation to defend the realism of its proposed rates (e.g., by establishing the reasonableness of the labor mapping and realism of the rates based on the salary data), GDIT elected to increase its labor rates based on the protester's review of current salaries paid to its employees. Specifically, the protester represented that:

After review of our previously submitted hourly direct labor rates for the positions in question and *comparison to current active employees performing similar work*, GDIT has determined an increase to these rates is appropriate in order to ensure a realistic cost estimate.

AR, Tab 87, GDIT Discussions Response at 7 (emphasis added).

Thus, the record reflects that GDIT was not coerced, but rather, made an independent business judgment about how to respond to the agency's discussions. While an agency may not, in conducting discussions, coerce an offeror into raising its prices or altering any other aspect of its proposal, *Serco Inc.*, B-407797.3, B-407797.4, Nov. 8, 2013, 2013 CPD ¶ 264 at 5, we will not find coercion in discussions where, as here, an agency provides information to an offeror which accurately reflects the agency's concerns, and leaves it to the offeror regarding how to respond. *EMR, Inc.*, B-406625, July 17, 2012, 2012 CPD ¶ 209 at 4-5. In this regard, an offeror's conclusion that it has failed to persuade an agency of the basis for its proposed staffing levels or rates does

not prevent the offeror from maintaining and further supporting its position in written submissions as the agency, in fact, requested it to do. *CSC Gov. Solutions LLC*, B-413064, B-413064.2, Aug. 10, 2016, 2016 CPD ¶ 347 at 10. To the extent GDIT believed it had reasonably mapped its labor categories to the labor categories from its salary survey data, it could have explained the correlation and supported it with the underlying salary data. GDIT, however, expressly represented that it revisited the realism of its rates not based on that analysis, but, rather, based on its consideration of the rates it is currently paying employees in comparable positions.

In addition to the labor mapping issue, GDIT also alleges that DISA unreasonably evaluated the realism of GDIT's labor rates based on the protester's proposed approach to using discretionary bonuses. The protester proposed the use of a discretionary bonus of up to \$[DELETED] annually for individuals working on the DES contract. See, e.g., AR, Tab 74, GDIT Revised Proposal, Vol. IV at A-35-36. For the purposes of calculating its direct labor rates, GDIT used salary survey rate data and then discounted its rates by [DELETED] percent to account for this potential "bonus in lieu of salary." *Id.* at A-35-37. For example, for the capacity management specialist position, GDIT used a labor rate of \$[DELETED] based on its mapping to another labor category included in the salary survey data, subtracted a [DELETED] percent "bonus in lieu of salary" (\$[DELETED]), to result at a total proposed direct labor rate of \$[DELETED] for work performed at the government's site. *Id.* at A-36-37.

Based on the agency's independent assessment of GDIT's proposed labor rates, the agency identified a total of nine labor categories that it deemed not realistic based on a comparison to the salary survey data source relied upon by the protester. AR, Tab 76, Interim Price Evaluation at 10. For example, as to the capacity management specialist position, the RFP established a requirement for 10 years of experience relevant to the position. AR, Tab 1, RFP, attach. 27, Labor Category Descriptions at 1. Based on the salary survey data, the median hourly base salary for the 10th percentile for an individual with 10 years of experience in a comparable labor category is \$36.15. AR, Tab 76, Interim Price Evaluation, attach. 1, Salary Survey Info. for Capacity Mgmt. Specialist at 1. Thus, the direct labor rate proposed by GDIT without considering the potential discretionary bonus, \$[DELETED], was below the rate identified in the supporting salary survey data.

GDIT raises a two pronged challenge.⁹ First, the protester alleges that it was unreasonable to disregard the potential discretionary bonus when evaluating the realism of its proposed rates. We do not agree, however, that it was unreasonable for the agency not to consider the protester's proposed discretionary bonuses when evaluating the realism of its proposed direct labor rates. In this regard, we do not find objectionable the agency's concern with the adequacy of proposed direct labor rates

⁹ GDIT alleges that this aspect of the agency's flawed evaluation or lack of meaningful discussions resulted in a net increase of approximately \$[DELETED] million to GDIT's proposed price. See Comments & Supp. Protest, exh. 1, "Analysis 1 – Bonus Price Impact" Tab.

where the additional potential compensation is entirely within the discretion of the contractor. We think the agency reasonably could consider the potential performance risks associated with low proposed guaranteed compensation.

Next, GDIT argues that even assuming the agency's concern was reasonable, it failed in its obligation to provide the protester with meaningful discussions when it did not identify the true nature of its concern. As set forth above, the agency's discussions to GDIT merely identified a total of nine labor categories for which the agency questioned the realism of their corresponding proposed labor rates. GDIT contends that had the agency identified the specific nature of its concern (*i.e.*, the discretionary nature of the bonuses), the protester could have addressed this specific point. We find no merit to this argument.

First, an agency is not required to spoon-feed an offeror. DISA identified labor categories of concern and invited GDIT to either revise the rates or provide detailed justification supporting the rates. We think this was sufficient notice to the protester to allow it to respond as to the adequacy of its proposed labor rates for these labor categories. Second, as addressed above, the record reflects that GDIT made an independent business judgment to increase its rates based on its own review of the rates it was paying current employees. Finally, we note that GDIT was not inhibited from defending its use of discretionary bonuses, as its discussion response specifically addressed its "holistic" approach to employee compensation. See AR, Tab 87, GDIT Discussions Response at 5, 9 (discussing use of discretionary bonuses when analyzing employee compensation).

In sum, if GDIT believed that its proposed rates were realistic, then the protester had the opportunity to explain its position to the agency. Rather than continuing with its proposed rates and providing adequate justification, as invited by the agency, GDIT chose to raise its rates. GDIT's decision to raise its labor rates constituted an exercise of its business judgment, which does not establish that DISA conducted misleading discussions.

Evaluation of Past Performance

GDIT next challenges the agency's evaluation of the offerors' past performance. The protester first contends that the agency failed to give sufficient weight to the protester's assessed superiority under the past performance factor. GDIT also alleges that the agency failed to consider negative past performance information involving Leidos's performance on another contract for similar services that the awardee is currently performing for the agency. For the reasons that follow, we find no basis on which to sustain the protest.¹⁰

¹⁰ GDIT also initially alleged that the agency had miscalculated one of the protester's references, but it subsequently withdrew that argument. See Comments & Supp. Protest at 36 n.19.

The evaluation of an offeror's past performance is within the discretion of the contracting agency, and we will not substitute our judgment for reasonably based past performance ratings. *AAR Integrated Techs.*, B-416859.4, June 11, 2019, 2019 CPD ¶ 214 at 6; *TeleCommunication Sys., Inc.*, B-413265, B-413265.2, Sept. 21, 2016, 2016 CPD ¶ 266 at 7. A protester's disagreement with the agency's judgment does not establish that the evaluation was unreasonable. *Lukos, LLC*, B-416343.2, Aug. 13, 2018, 2018 CPD ¶ 282 at 8.

Before turning to its objections to the evaluation of Leidos's past performance, we first address the protester's general objections to the relative weight afforded to past performance in the award decision. Specifically, the protester argues that its evaluated advantage under the past performance factor should have been evaluated as a key--if not the deciding--discriminator between the proposals, and the SSA effectively failed to consider the qualitative differences between the proposals under the factor. The protester's arguments are without merit.

GDIT's arguments amount to its disagreement with the relative weight afforded to past performance, which the RFP established was the least important individual evaluation factor. AR, Tab 50, RFP, amend. 9 at 36. In this regard, the SSA (i) considered the recency, relevancy, and quality of each of the offerors' respective references, (ii) agreed with the evaluators' recommended adjectival ratings of satisfactory for Leidos and superior for GDIT, and (iii) found that "GDIT's proposal [was] superior" to Leidos's proposal under the past performance factor. AR, Tab 95, SSDD at 15-17, 22. In the tradeoff analysis, the SSA again recognized that "GDIT's Past Performance rating . . . was higher rated" than Leidos's proposal, but explained that Leidos was more highly rated for the more heavily-weighted technical factor and was 15 percent lower priced than GDIT. *Id.* at 23. The SSA concluded that "[a]ll factors considered, Leidos's higher technically rated, lowest priced proposal offered more benefits to the Government at a considerably lower price than GDIT." *Id.* GDIT's arguments, which amount to little more than disagreement with the SSA, provides no basis on which to disturb the SSA's exercise of his reasonable business judgment. *KIRA Training Servs., LLC dba KIRA Facilities Servs.*, B-419149.2, B-419149.3, Jan. 4, 2021, 2021 CPD ¶ 48 at 9 n.11 (denying protest where the protester's objections amounted to "nothing more than disagreement with the agency's judgment about the relative merits of alleged discriminators").

GDIT next objects to the agency's evaluation of Leidos's past performance. The protester alleges that DISA unreasonably failed to consider certain adverse past performance information arising from Leidos's performance on the relevant global solutions management – operations (GSMO-II) contract. GSMO-II is a DISA-issued, IDIQ contract held by Leidos; Leidos also was the incumbent for the GSMO-I contract. GDIT unsuccessfully protested the award of GSMO-II; based on our resolution of the protest at the end of March 2020, performance of the contract would have commenced sometime on or after April 1, 2020. See *General Dynamics Info. Tech., Inc.*, B-417616.2 *et al.*, Mar. 31, 2020, 2020 CPD ¶ 132.

GDIT alleges--based on its purported performance of other contracts for DISA--that Leidos has experienced performance difficulties under the GSMO-II contract. See Protest at 51-53. According to the protester, because the GSMO-II contract was awarded by DISA and involves similar services as those covered by the DES RFP, the agency was required to consider Leidos's performance on that contract. For the reasons that follow, we find no basis to sustain the protest.

We have recognized that there is generally no legal requirement that all past performance, or even all past performance references listed in an offeror's proposal, be included in a valid review of past performance. *Yulista Tactical Servs. LLC*, B-417317.3 *et al.*, Jan. 15, 2020, 2020 CPD ¶ 29 at 7. We have also recognized that in certain limited circumstances, however, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on the offeror's past performance when it is "too close at hand" to require offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. *West Sound Servs. Grp., LLC*, B-406583.4, B-406583.5, July 9, 2014, 2014 CPD ¶ 208 at 12. In those narrow instances where we have applied this principle, we have required the protester to demonstrate that the outside information bearing on the offeror's proposal was not just known by the agency generally but, rather, was known to the agency employees involved in the source selection process. *East-West Indus., Inc.*, B-297391.2, B-297391.3, July 19, 2006, 2006 CPD ¶ 161 at 7. We find no basis to object to the agency's evaluation of Leidos's past performance.

First, GDIT does not object to the evaluation of the past performance references submitted by Leidos in its proposal. In this regard, Leidos was evaluated as having submitted two very relevant past performance references, a GSMO-I order and a General Services Administration (GSA) order for secure enterprise network systems, services, and support.¹¹ AR, Tab 92, Leidos Final Past Performance Evaluation (Feb. 4, 2022) at 2-5. For both very relevant references, the evaluators had access to multiple contractor performance assessment reports (CPARs). On Leidos's most recent CPAR for the GSMO-I order, Leidos received exceptional ratings for: quality; schedule; cost control; and management, and a satisfactory rating for regulatory compliance. AR, Tab 92, CPAR for Jan. 19, 2020 – Nov. 18, 2020 for HC102818F0168. The past performance evaluation team analyzed the many positive findings of the assessing official. AR, Tab 92, Leidos Final Past Performance Evaluation (Feb. 4, 2022) at 7-9. Similarly, on Leidos's most recent CPAR for the GSA order, Leidos received all exceptional ratings for applicable evaluation areas, including for: quality; schedule; cost control; and management. AR, Tab 92, CPAR for Aug. 31, 2020 – Aug. 30, 2021 for GSQ0017AJ0079. The past performance evaluation team analyzed the many positive findings of the assessing official. AR, Tab 92, Leidos Final Past Performance Evaluation (Feb. 4, 2022) at 9-12. Based on these very relevant past performance

¹¹ Leidos's third reference was not considered because there were no available contractor performance assessment reports, and no completed past performance questionnaire was received. AR, Tab 92, Leidos Final Past Performance Evaluation (Feb. 4, 2022) at 12-13.

references with near universal exceptional quality ratings, the evaluators determined that Leidos's past performance warranted a rating of satisfactory confidence, meaning that they had a reasonable expectation that Leidos will successfully perform the DES effort. *Id.* at 13-14.

In light of these uncontested references, we cannot conclude that GDIT has demonstrated a reasonable possibility that Leidos's past performance rating of satisfactory would have been substantially reduced even had DISA considered the awardee's alleged GSMO-II past performance. See *Dismas Charities*, B-298390, Aug. 21, 2006, 2006 CPD ¶ 131 at 5-6 (denying protest alleging that the agency failed to consider adverse past performance information that was "too close at hand" because, even if the agency should have considered the information, the protester did not challenge the awardee's other positively assessed past performance references that otherwise supported the assigned rating of very good).

We also question whether the alleged past performance information at issue meets the very narrow circumstances under which we have considered information to be "too close at hand." In this regard, the contracting officer for the DES RFP submitted an affidavit in response to the protest explaining that the GSMO II and DES procurements are handled by distinct entities within the agency. Specifically, the DES procurement was initially managed by the Joint Enterprise Services Contracting Branch (PL62) of the DISA Procurement Services Directorate located at Fort Meade, Maryland, on behalf of the Endpoint Services and Customer Support Directorate. AR, Tab 108, Contracting Officer's Affidavit ¶¶ 2-3, 5. During the DES source selection process, the Defense Information Technology Contracting Organization (DITCO), National Capital Region, External Mission Partner Contracting Branch (PL64) assumed responsibility for the DES procurement. *Id.*, ¶ 5.

The GSMO-II contract, on the other hand, is managed by the DITCO IT Special Mission Support Branch (PL831) at Scott Air Force Base, Illinois, on behalf of the Transport Services Directorate. *Id.*, ¶¶ 5, 7. The procuring entities, as well as the customer entities, for both procurements are distinct entities with their own workforces at different locations in different states. *Id.*, ¶¶ 7, 9. The Transport Services Directorate has never been part of either the PL62 or PL64 customer bases. *Id.* at 7. The DES contracting officer represented that neither she, the past performance evaluation team, nor the technical evaluation team had any knowledge of Leidos's performance on the GSMO-II contract. *Id.*, ¶¶ 8, 10-11

Thus, on this record, where distinct procuring offices and distinct customers handled the respective procurements, and where the contracting officer and evaluators for the DES procurement had no knowledge of Leidos's performance on the GSMO-II contract, we do not find that the narrow circumstances for finding the information "too close at hand"

apply here.¹² See, e.g., *Yulista Tactical Servs. LLC, supra* (rejecting application of “too close at hand” principle where the two procurements at issue were handled by different Army contracting offices at different locations, and the evaluators on the protested procurement did not have personal knowledge of the other procurement); *TrailBlazer Health Enters., LLC*, B-406175, B-406175.2, Mar. 1, 2012, 2012 CPD ¶ 78 at 15 (same, where neither the contracting officer nor evaluators had access to draft performance assessments conducted by the procuring agency); *East-West Indus., Inc., supra* (same, where technical evaluator was not personally familiar with alleged performance issues on past performance effort).

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹² GDIT argues that we should infer that the SSA and chair of the source selection advisory council had knowledge of Leidos’s performance on the GSMO-II contract given their respective senior roles within DISA and DITCO. We do not agree. Absent compelling evidence that the individuals in question administered the GSMO-II contract, we decline to draw an inference that these individuals must have had knowledge of Leidos’s performance on the other contract. In this regard, there is no evidence reflecting their direct involvement in managing or assessing Leidos’s compliance with the GSMO-II contract’s requirements. See AR, Tab 108, Contracting Officer’s Affidavit ¶ 7 (identifying other individuals as the former and current GSMO-II contracting officers).