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Decision

Matter of: Delviom, LLC

File: B-421284.2; B-421284.3; B-421284.4

Date: November 29, 2023

Elizabeth N. Jochum, Esq., Robyn Burrows, Esq., Samarth Barot, Esq., and Amanda C. DeLaPerriere, Esq., Blank Rome LLP, for the protester.
Gordon Griffin, Esq., Jeremy D. Burkhart, Esq., and Danielle R. Rich, Esq., Holland & Knight LLP, for Crest Security Assurance, LLC, the intervenor.
Susan M. Chagrin, Esq., Defense Information Systems Agency, for the agency.
Heather Weiner, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated quotations is denied where the record reflects that the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulation.
 2. Protest that the agency engaged in unequal treatment is denied where the differences in the evaluation stemmed from differences between the vendors' quotations.
 2. Protest challenging agency's best-value tradeoff decision is denied where the decision was reasonable and consistent with the terms of the solicitation.
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DECISION

Delviom, LLC, a small business of Ashburn, Virginia, protests the issuance of a task order to Crest Security Assurance, LLC, a small business of Woodbridge, Virginia, under request for quotations (RFQ) No. 1562894, issued by the Department of Defense, Defense Information Systems Agency (DISA) for cybersecurity support services. The protester challenges the agency's evaluation of its technical quotation and argues that the evaluation reflects disparate treatment. The protester also challenges the agency's best-value tradeoff determination.

We deny the protest.

BACKGROUND

On June 6, 2022, the agency issued the RFQ to vendors holding contracts under General Services Administration Multiple Award Schedule special item number (SIN) 54151S, for information technology professional services, using the procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Agency Report (AR), Tab 1, RFQ at 1.¹ The RFQ, which was set aside for small businesses under the Small Business Administration's (SBA) section 8(a) program,² sought a contractor to provide cybersecurity support services for the Defense Contract Management Agency (DCMA). RFQ at 1; Combined Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. The solicitation contemplated the issuance of a fixed-price task order with a cost-reimbursable component for other direct costs/travel with a base period of one year and two 12-month options. *Id.* at 1-2. Award was to be made on a best-value tradeoff basis, considering two evaluation factors of equal importance: technical/management approach and price. RFQ at 9. The technical/management approach factor included four subfactors of equal importance: (1) staffing/recruitment/retention/key personnel; (2) security management; (3) security engineering; and (4) security compliance. RFQ at 9.

The agency received timely submitted quotations from 21 vendors, including Delviom and Crest. COS/MOL at 8. After review of the quotations, ten were removed from further consideration due to non-compliance with the RFQ's instructions. *Id.* at 9. Following the evaluation of the remaining 11 quotations, the contracting officer established a competitive range of four vendors, which included Delviom and Crest. *Id.* The agency conducted discussions with all vendors in the competitive range through two rounds of evaluation notices (ENs), which described the weaknesses, significant weaknesses, and deficiencies identified by the agency in its evaluation of the vendors' quotations. *Id.*

DISA received final quotation revisions (FQR) from all four vendors in the competitive range. The agency evaluated Delviom's and Crest's FQRs as follows:³

¹ Unless indicated otherwise, citations to the RFQ are to the copy provided at tab 1 of the agency report. In addition, citations to documents in the agency report are to the document page numbers; for documents without page numbers, citations are to the Adobe PDF page numbers.

² Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the SBA to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. See 13 C.F.R. § 124.501(a). This program is commonly referred to as the "8(a) program."

³ The RFQ provided that quotations would be rated under the non-price factors as: outstanding, good, acceptable, marginal, and unacceptable. RFQ, attach. 7, Evaluation Table at 1.

	CREST	DELVIOM
TECHNICAL/MANAGEMENT APPROACH		
Staffing/Recruitment/Retention/Key Personnel	Good	Good
Security Management	Good	Outstanding
Security Engineering	Good	Good
Security Compliance	Acceptable	Good
PRICE	\$12,776,806	\$14,926,874

AR, Tab 10, Price Negotiation Memorandum (PNM) at 41.

After evaluating quotations, DISA determined that Crest’s quotation represented the best value to the agency and selected it for issuance of the task order. *Id.* at 53. On August 21, 2023, the agency notified Delviom that its quotation had not been selected for award.⁴ AR, Tab 13, Notice of Unsuccessful Offeror. Thereafter, Delviom timely filed this protest with our Office.

DISCUSSION

Delviom, the incumbent contractor for the instant requirement, challenges the agency’s evaluation of its quotation under the staffing/recruitment/retention/key personnel subfactor, arguing that the agency’s failure to assign it a strength for Delviom’s retention rate was unreasonable and based on an unequal evaluation. The protester also asserts that because its quotation received two strengths under this subfactor and the awardee’s quotation received only one strength, the agency’s evaluation of the vendors’ quotations as being of equal value to the government under this subfactor was unreasonable. In addition, Delviom challenges the evaluation of its quotation under the security engineering subfactor, arguing that the agency engaged in disparate treatment by failing to assess its quotation a strength for demonstrating Delviom’s ability to apply complex system security baselines. Finally, the protester maintains that the best-value tradeoff was unreasonable because the agency improperly failed to perform a meaningful comparative assessment of the vendors’ quotations and unreasonably determined that Delviom’s slightly higher-rated quotation was not worth a price premium. For the reasons discussed below, we find no basis to sustain the protest.⁵

Where, as here, an agency issues an RFQ to Federal Supply Schedule (FSS) vendors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency’s evaluation is reasonable and consistent with the terms of the solicitation. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; *DEI*

⁴ Although the unsuccessful offeror notice is dated August 18, the protester represents that it was transmitted to Delviom via email on August 21. Protest, n.1.

⁵ While we do not discuss each individual protest argument raised by the protester, we have considered them all and find that none provides a basis to sustain the protest.

Consulting, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting, supra*.

Staffing/Recruitment/Retention/Key Personnel Subfactor

Delviom argues that DISA unequally evaluated Delviom's and Crest's quotations under the staffing/recruitment/retention/key personnel subfactor when it assessed a strength to Crest's quotation, but not Delviom's, for personnel retention. The protester also asserts the agency unreasonably found that a single strength assessed to Crest's quotation for its staffing plan offered approximately the same benefit as the two strengths assigned to Delviom's quotation for its key personnel.⁶ As discussed below, we find no merit to either argument.

Disparate Treatment

It is a fundamental principle of government procurement that competition must be conducted on an equal basis; that is, the contracting agency must treat all offerors equally, and even-handedly evaluate proposals and quotations against common requirements and evaluation criteria. *SMS Data Prods. Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 8. Where a protester alleges disparate treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors' quotations. *INDUS Tech., Inc.*, B-411702 *et al.*, Sept. 29, 2015, 2015 CPD ¶ 304 at 6. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably failed to

⁶ Delviom also alleges that the agency's evaluation under this subfactor was unreasonable because in the notice of unsuccessful offeror and the price negotiation memorandum (PNM), the agency incorrectly stated that Delviom's quotation had one significant weakness. Protest at 15 (citing AR, Tab 13, Notice of Unsuccessful Offeror at 3); Comments & Supp. Protest at 4 (citing AR, Tab 10, PNM at 30). The agency responds that the reference to Delviom's proposal having a significant weakness under this subfactor was a typographical error, and that this error was not present in the comparison between the awardee's and protester's quotations or in the best-value tradeoff rationale in the price negotiation memorandum. COS/MOL at 17, n.8; see AR, Tab 10, PNM at 45-46, 49, 52-53. The agency explained elsewhere in the PNM and in the final consensus technical evaluation report that it had removed its previous assessment of a significant weakness for Delviom under the subfactor. AR, Tab 10, PNM at 22; AR, Tab 8, Delviom Tech. Eval. at 8. Based on the record presented, we find no basis to conclude that the agency's evaluation under this subfactor was unreasonable.

assess strengths for aspects of its quotation that were substantively indistinguishable from, or nearly identical to, those contained in other quotations. See *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

As relevant here, under the staffing plan aspect of the staffing/recruitment/retention/key personnel subfactor, the RFQ required the vendor to “demonstrate a comprehensive understanding of the PWS [performance work statement] as it relates to staffing; the [vendor’s] methodology for recruiting, hiring, training and *retaining personnel*; and how the [vendor] will identify/mitigate risks of personnel turnovers.” RFQ at 10 (emphasis added).

In evaluating personnel retention under the staffing plan, the evaluation record reflects that the awardee’s quotation received a strength, in part, for Crest’s “[DELETED] [percent] retention rate of both key personnel and operational staff across all contracts” which “has been consistent over the last five (5) years.” AR, Tab 10, PNM at 28 (quoting Crest Quotation, Vol. II, at 7).⁷ The evaluators found that the “retention rate over the last 5 years renders low risk of unsuccessful performance” as the contractor “demonstrates its methodology to properly staff its services during the mission to reduce any gaps in services.” AR, Tab 10, PNM at 28. The agency explained that this aspect of Crest’s quotation is a strength because it is an aspect of the contractor’s quotation “that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.” *Id.* at 28-29.

The protester points to its quotation, which stated that Delviom’s staffing strategy “has resulted in less than a [DELETED] [percent] attrition rate” in staff over the past five years. Comments & Supp. Protest at 2 (quoting AR, Tab 8, Delviom Tech. Eval. at 9). Delviom contends its [DELETED] percent attrition rate is the same as a [DELETED] percent employee retention rate, which is superior to the [DELETED] percent employee retention rate for which the technical evaluation team (TET) assigned a strength to Crest’s quotation. *Id.* at 3.

The agency responds that it did not view Delviom’s [DELETED] percent attrition rate as equivalent to, or providing the same benefits as, Crest’s [DELETED] percent retention rate. The agency maintains that a company’s attrition rate is not the opposite of its retention rate and that the two terms measure different aspects of the workforce. Supp.

⁷ In support of the strength, the agency pointed to several aspects of Crest’s quotation, including that it explained that its “efficient and comprehensive retention strategies are centered on [its] commitment to [its] employees” by which it “maintain[s] the capacity to offer more consistent, efficient, and effective services to DCMA.” *Id.* Crest’s quotation stated that this “assures the Government access to qualified personnel for all labor categories and skillsets during the period of performance,” and that “[b]ased on prior experience, [Crest] will minimize disruptive turnover; increase employee satisfaction and morale; deliver continued productivity; continue institutional/program knowledge; and maintain a stable, motivated workforce.” *Id.*

MOL at 3-4; see *also* Supp. CO Declaration at 1-2. In particular, the agency explains that “[w]hile a retention rate measures the rate at which specific personnel stay in a company,” a company’s attrition rate measures only the “company’s ability to maintain a certain overall number of employees, rather than specific employees.” Supp. MOL at-4-5. That is, according to the agency, attrition “measures only the overall number of employees, regardless of which individuals fill the positions.” *Id.* at 4. In this regard, the agency found that an attrition rate of [DELETED] percent meant that the total number of employees was reduced by [DELETED] percent. *Id.* The agency maintains that “[i]n other words, an organization could have an extremely low attrition rate, even if its employees were constantly leaving, so long as the organization was re-filling the positions with new employees.” *Id.* at 3. On the other hand, the agency clarifies that “an organization could only have a high retention rate if it kept the same specific employees over a given period of time[;]” that is, “[i]f an organization’s employees were consistently leaving, the retention rate would be low, even if the organization was re-filling those vacant positions with new hires.” *Id.* at 3-4. As further explained by the contracting officer, even with a low attrition rate, “the current employees could be different from those initially hired, and in fact those seats could change numerous times during a contract’s performance period,” which could result in a “potential loss of institutional knowledge” and require “additional transitioning-in time during performance.” Supp. CO Declaration at 1-2.

The protester disagrees with the agency’s understanding of attrition rate, and instead maintains that “[w]hile attrition and retention rates are opposite measurements”—that is “attrition measures who a business has lost while retention measures who the business has kept”—“they ‘address the same situation’ and both demonstrate employee engagement and loyalty to a company.” Supp. Comments at 2. In support of this position, the protester cites to several articles discussing the difference between retention and attrition rates. See, e.g., Erik van Vulpen, *Attrition vs Retention: What’s the Difference*, Academy to Innovate [Human Resources] (last accessed Nov. 27, 2023), available online at <https://www.aihr.com/blog/attrition-vs-retention/#3> (“Employee attrition refers to the naturally occurring reduction of the workforce through reasons such as retirement, sickness, death, or resignations. Attrition means that the role that the employee vacates is not replaced for a long time or ever.”); Brenda Casey, *Attrition vs Retention*, Cardinal Staffing (May 16, 2023) (last accessed Nov. 27, 2023), available online at <https://www.cardinalstaffing.com/2023/05/16/attritionvs-retention/#:~:text=By%20definition%2C%20attrition%20and%20retention> (“Both attrition and retention are indicators of a business’s culture and health[; t]hey both measure engagement and loyalty. Put these two together and they provide a snapshot of how stable the company is.”); Long, Brita, *What is Attrition Rate, and Why Does It Matter?* Insight Global, (August 3, 2023) (last accessed Nov. 27, 2023), available online at <https://insightglobal.com/blog/employee-attrition-rate-how-to-calculate-improve/> (“Attrition in the workplace occurs not just because employees leave, but when a business can’t replace them quickly.”).

Based on our review, we find nothing unreasonable regarding the agency’s evaluation. Under the staffing/recruitment/retention/key personnel subfactor, the RFQ required

vendors to present a methodology for “retaining personnel.” RFQ at 10. The record reflects that the awardee’s quotation was assessed a strength for its staffing plan based, in part, on its [DELETED] percent retention rate. AR, Tab 10, PNM at 28; Tab 7, Crest’s Final Technical Evaluation at 9 (“The [vendor’s] retention rate over the last 5 years renders low risk of unsuccessful performance as the Schedule Contractor demonstrates its methodology to properly staff its services during the mission to reduce any gaps in services.”). In contrast, the protester’s quotation did not state that Delviom had achieved a high retention rate; rather, it pointed to Delviom’s low attrition rate. AR, Tab 6b, Delviom Tech. Volume at 5 (“This staffing strategy has resulted in less than a [DELETED] [percent] attrition rate in our staff over the past five years.”). The agency explains that it viewed the awardee’s high retention rate differently than the protester’s low attrition rate because the awardee’s high retention rate demonstrated that it had kept the same employees, with institutional knowledge, on the project over time, whereas it was unclear from the protester’s low attrition rate whether it had retained the same employees or hired new employees to fill vacancies.

Although the protester cites to several articles explaining that both high retention and low attrition can demonstrate employee engagement and loyalty to a company, none of the articles state, for example, that a [DELETED] percent retention rate equates to a [DELETED] percent attrition rate or otherwise reflects that the agency’s understanding of attrition is incorrect. Rather, the articles show that the term “attrition” (or “attrition rate”) can be understood to have different meanings.⁸ To the extent Delviom intended that the [DELETED] percent attrition rate noted in its quotation be understood as reflecting a [DELETED] percent retention rate, it needed to explain this meaning or provide a definition of attrition rate in its quotation, which it did not do. We have consistently found that it is the vendor’s responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16. In this regard, agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *InterOps, LLC*, B-416563, B-416563.2, Oct. 16, 2018, 2018 CPD ¶ 360 at 4. In sum, based on our review of the record, we find that the protester has not demonstrated that the agency’s understanding of attrition rate was incorrect, inconsistent with the protester’s referenced articles, or otherwise unreasonable.

Because we conclude that the agency reasonably did not view the protester’s [DELETED] percent attrition rate as the equivalent of a [DELETED] percent retention

⁸ For example, one of the articles explains that “[t]he terms attrition and turnover are often used interchangeably but there is a key difference” because “[a]ttrition means that the role that the employee vacates is not replaced for a long time or ever,” while “[e]mployee turnover measures all terminations, which includes positions that are refilled.” See Erik van Vulpen, *Attrition vs Retention: What’s the Difference*, *supra*. This article then clarifies that “[f]or the purpose of comparing employee attrition and retention, [the article] will use attrition as a synonym for turnover.” *Id*

rate, we find that it was not unequal for the agency to assess a strength to the awardee's quotation for its [DELETED] percent retention rate, while failing to assign the protester's quotation a strength for its [DELETED] percent attrition rate. That is, the protester has failed to demonstrate that the agency's consideration of the awardee's [DELETED] percent retention rate as a strength did not stem from differences between the proposals or was otherwise unreasonable. *INDUS Tech., supra*. This protest ground is denied.

Equating of Strengths

The protester also argues that under the staffing/recruitment/retention/key personnel subfactor, the agency unreasonably found that a strength assessed to Crest's quotation for its staffing plan offered approximately the same benefit as two strengths assigned to Delviom's quotation for its key personnel.

As noted above, under this subfactor, the solicitation required that vendors submit a staffing plan that "details and explains [the vendor's] policies on recruiting, hiring, training, and retaining personnel." RFQ at 10. It also provided that the staffing plan "must reflect adequate labor hours and an adequate labor mix with knowledge and experience commensurate with the [performance work statement] [t]asks," including "Key Personnel and resumes to determine if the proposed personnel possess the required training, education, experience, certification and active clearance levels[.]" *Id.* at 10.

Under this subfactor, the agency assigned both Crest's and Delviom's quotations a rating of good, indicating a thorough approach and understanding of the requirements, at least one strength, and a risk of unsuccessful performance of low to moderate. AR, Tab 10, PNM at 45.

The agency assessed a strength to the awardee's quotation for Crest's staffing plan, in part, because "[t]he Schedule Contractor's retention rate over the last 5 years renders low risk of unsuccessful performance." AR, Tab 7, Crest's Tech. Eval. at 9. In assessing the strength, the agency further stated that Crest "demonstrates its methodology to properly staff its services during the mission to reduce any gaps in services." *Id.* (referencing Vol. II of Crest's quotation). The agency found that the strength "renders low risk of unsuccessful performance" and "is an aspect of the [vendor's] quotation that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance." *Id.* at 8-9.

In evaluating the protester's quotation under the above subfactor, the agency assigned two strengths to Delviom's quotation for its proposed key personnel. The first strength was for the key personnel candidate Delviom proposed to perform in the risk management framework (RMF) support senior position and the second strength was for the candidate Delviom proposed to perform in the senior security manager position. AR, Tab 8, Delviom Tech. Eval. at 10-11. The agency found that "[b]oth candidates

exceed the required training, education, experience certification and clearance levels for each key personnel position.” AR, Tab 10 PNM at 46. The agency found that each strength “is an aspect of the [vendor’s] quotation that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.” AR, Tab 8, Delviom Tech. Eval. at 11.

In comparing the quotations under this subfactor during the best-value tradeoff, the agency noted that “Crest provided a detailed explanation of [its] comprehensive recruitment and retention strategies” and that “[t]his strength was noted in Crest’s approach when it comes to minimize disruptive turnover; increase employee satisfaction and morale; deliver continued productivity; continue institutional/program knowledge; maintain a stable, motivated workforce; and identify risks and apply mitigation strategies.” AR, Tab 10, PNM at 46. The agency also noted that Crest has “maintained a [DELETED] [percent] retention rate of both key personnel and operational staff over the last 5 years.” *Id.* In addition, the agency noted that Crest’s quotation for this subfactor has “no identified weaknesses, significant weaknesses, deficiencies, or uncertainties.” *Id.*

With regard to Delviom’s quotation, the agency noted that the “two strengths from Delviom are one [for] the proposed key personnel candidate for the RMF Support Senior” and the other for “the proposed key personnel candidate for the Senior Security Manager.” AR, Tab 10, PNM at 46. The agency found that “[b]oth candidates exceed the required training, education, experience certification and clearance levels for each key personnel position.” *Id.* The agency also noted that Delviom’s quotation for this subfactor has “no identified weaknesses, significant weaknesses, deficiencies, or uncertainties.” *Id.*

The agency found that “[t]he strengths of Crest and Delviom under [s]ubfactor 1 offer approximately equal benefit to the Government during contract performance as each quotation exceeds requirements in different elements of this subfactor.” AR, Tab 10, PNM at 46. The agency explained that “Delviom’s two strengths are [for] the proposed key personnel while Crest’s strength is [for] the proposed staffing plan.” *Id.* The agency found that “[t]he apparent advantage of the two strengths in Delviom’s key personnel candidates is offset by the broader benefit and impact of the strength in Crest’s staffing plan.” *Id.* The agency concluded that, as a result, “this subfactor was not a meaningful discriminator between the two competing quotations.” *Id.*

The protester argues that the agency’s conclusion that Crest’s singular strength offset Delviom’s two strengths is unreasonable because the agency did not document a reasonable basis for finding that the different benefits offered by Crest and Delviom “were comparable or equal in value despite their dissimilarity.” Supp. Comments at 4. Based on our review, we find nothing unreasonable regarding the agency’s evaluation. We have consistently found that “the assignment of adjectival ratings and the source selection [decision] should generally not be based upon a simple count of strengths and weaknesses, but upon a qualitative assessment of the proposals.” See, e.g., *Spatial Front, Inc.*, B-417985, B-417985.2, Dec. 18, 2019, 2020 CPD ¶ 8 at 3-4 (declining to

“engage in an exercise of adding up strengths and weaknesses” and stating “[GAO’s] review of the record focuses not on the number of strengths and weaknesses but on the merits of the underlying evaluation”).

Here, the record shows that the agency’s selection decision was based not on a mechanical counting of strengths, but on an assessment of the relative merits of the quotations as reflected in the underlying narrative assessments. The source selection authority (SSA), who was also the contracting officer, considered the different strengths identified in the quotations--for example, the SSA recognized that both of Delviom’s strengths derived from key personnel qualifications--and ultimately concluded that the advantage from the two strengths identified in Delviom’s quotation was not significantly different from the advantage conveyed by the single strength identified in Crest’s quotation, which the SSA found provided a broader benefit and impact to the government. Although the protester argues that the agency failed to document a reasonable basis for its evaluation, the record shows that the differences between the quotations were recognized, explained, and considered; the protester’s disagreement with the SSA’s judgment as to the value to the agency of the two strengths identified in its quotation simply is not sufficient to show that the decision was unreasonable.

Security Engineering Subfactor Evaluation

Delviom also challenges the evaluation of its quotation under the security engineering subfactor, arguing that the agency engaged in disparate treatment by failing to assess its quotation with a strength for demonstrating the protester’s ability to apply complex system security baselines.

As relevant here, the security engineering subfactor corresponds to section 3.2.1 of the PWS, Security Architecture/Engineering Program and Project Support.⁹ The RFQ provided that the agency will evaluate the vendor’s “demonstrated ability to fully meet or exceed the Security Architecture/Engineering Program & Projects Support requirements detailed in PWS sections 3.2.1.” RFQ at 11. In addition, it required vendors to “demonstrate their understanding of and ability to successfully apply complex system security baselines.” *Id.*

Under this subfactor, the agency assigned both Crest’s and Delviom’s quotations a rating of good and each received a strength in connection with the subfactor. AR, Tab 10, PNM at 47. As relevant here, the agency assessed a strength to Crest’s quotation for Crest’s demonstration of its “ability to apply complex system security

⁹ In addition to the overall metrics to create templates, a portfolio, program support and reports, there were two components of this PWS section: section 3.2.1.1 (Ports, Protocols and Services Management & Demilitarized Zone (network)) and section 3.2.1.2, which pertains to “system baseline tracking and review.”

baselines.”¹⁰ *Id.* at 48. Specifically, the agency assigned the strength based on “how [Crest] will [DELETED],” as well as how Crest will “[DELETED].” *Id.* at 47-48. The agency explained that “[t]his strength was noted in Crest’s approach since it exceeded the Government’s requirement in this area and this will enhance the Government’s ability to track requirements that are detrimental to the DCMA mission and create the required exceptions.” *Id.* at 48.

The protester alleges that the agency engaged in disparate treatment by not assessing a strength to Delviom’s quotation for the same attributes contained in Crest’s quotation. Delviom contends that its quotation is “substantially indistinguishable” from the awardee’s in terms of how Delviom will “[DELETED],” as well as how it will “[DELETED].” Supp. Protest at 3. Pointing to language in Delviom’s quotation, the protester claims that its quotation offered the same benefits as Crest’s by describing how Delviom would perform a “gap analysis of DCMA’s hardware and software” which includes “[DELETED].” Supp. Protest at 3 (citing Supp. Protest, Ex. A, Delviom Proposal, Vol. II at 20).

The agency maintains that in evaluating Delviom’s quotation, the evaluators determined that this technical approach did not warrant a strength. 2nd Supp. MOL at 5. In particular, one of the technical evaluators explains in response to the protest that the TET reviewed the portion of Delviom’s quotation cited by the protester and “determined that Delviom met the requirements for Subfactor 3.” Tech. Evaluator Declaration (Oct. 27, 2023) at 1. The evaluator explains that Crest’s quotation provided for “a [DELETED], whereas Delviom’s approach is limited to only [DELETED].” *Id.* The evaluator states that the “TET found these two approaches to be distinguishable and found Crest’s approach to be strong enough to merit a strength.”¹¹ *Id.* In addition, the agency notes that another difference between the two vendors’ approaches is that Crest’s quotation “specifies and details what they will accomplish in terms of hours and days[,] whereas Delviom’s approach simply lacked that specificity.” 2nd Supp. MOL at 5; Tech. Evaluator Declaration (Oct. 27, 2023) at 2 (noting the “additional detail” included in Crest’s quotation).

¹⁰ Delviom’s quotation, on the other hand, received a strength for its approach to “security/architecture/engineering program and projects support” because the protester proposed “[DELETED].” *Id.* The TET determined that “giving the Government the option to obtain information more often, more up to date and accurate is an aspect of [Delviom’s] quotation that will be advantageous to the Government during contract performance.” *Id.*

¹¹ The evaluator further explains that the agency also had a concern regarding one of the tools identified in Delviom’s quotation that would be used [DELETED]. *Id.* The evaluator notes that “[DELETED] is a [DELETED], not a [DELETED].” *Id.* The evaluator also explains that “[w]ere Delviom to attempt to [DELETED], this would involve [DELETED].” *Id.*

In response, the protester does not dispute the statements made by the technical evaluator, but argues that because this analysis is not included in the contemporaneous record, the agency's position is unsupported and inadequate. 2nd Supp. Comments at 1-3. For example, the protester points to the agency's representations that "Crest's [quotation] included a [DELETED], whereas Delviom's approach is limited to only [DELETED]" and that the "TET found these two approaches to be distinguishable." 2nd Supp. Protest Comments at 1 (quoting 2nd Supp. MOL at 5). Instead of demonstrating or asserting that Delviom's approach also included a [DELETED], the protester contends that "there is no contemporaneous documentation that the TET compared these approaches at all, much less found them to be distinguishable and on what basis." *Id.* at 3. Similarly, the protester points to the agency's statement that Crest's quotation "specifies and details what they will accomplish in terms of hours and days whereas Delviom's approach simply lacked that specificity." *Id.* (quoting 2nd Supp. MOL at 5). Rather than asserting that Delviom's quotation also included a detailed and specific approach, the protester contends that the "record does not demonstrate that the Agency made this comparison at the time of the source selection decision," and therefore, our Office should "accord lesser weight" to the agency's *post hoc* argument and analysis. *Id.* at 3.

As referenced above, where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors' quotations. *INDUS Tech., supra.*

Here, Delviom has not made the requisite showing that the agency treated the two quotations unequally. The protester does not assert or demonstrate that Delviom's approach included a [DELETED]; instead, the record reflects that Delviom's approach was limited to [DELETED], which the agency found distinguishable and not deserving of a strength. The protester also does not assert or demonstrate that its approach of [DELETED] is somehow the same or provides the same benefit as Crest's approach of [DELETED]. Nor does the protester assert or demonstrate that its quotation included the same level of detail and specificity provided by Crest's quotation regarding its approach. On this record, the protester has failed to demonstrate that the assessment of a strength to Crest's quotation for demonstrating its ability to apply complex system security baselines did not stem from differences between the quotations.

To the extent the protester contends that we should disregard or afford less weight to the agency's position and explanation because there is no contemporaneous documentation of its evaluation of this aspect of the protester's quotation, we have recognized that an agency is not required to document all "determinations of adequacy" or explain why a proposal (or quotation) did not receive a strength, weakness, or deficiency for a particular item. *See Allied Tech. Group, Inc., B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74 at 13.* In this case, the agency's explanation is reasonable and the protester's arguments represent nothing more than disagreement with the agency's judgment and do not provide a basis to conclude the agency's evaluation was unreasonable. This protest ground is denied.

Best-Value Tradeoff Determination

Finally, the protester challenges DISA's best-value tradeoff. The protester asserts that in conducting the tradeoff analysis, the agency failed to perform a meaningful comparative assessment of the vendors' quotations and unreasonably determined that Delviom's slightly higher-rated quotation was not worth a price premium.¹² Comments & Supp. Protest at 6-10.

When, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for source selection on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to decide whether one quotation's technical superiority is worth its higher price. *FreeAlliance.com, LLC et al.*, B-419201.3 *et al.*, Jan. 19, 2021, 2021 CPD ¶ 56 at 23; *Harmonia Holdings Grp., LLC*, B-417475.3, B-417475.4, Sept. 23, 2019, 2019 CPD ¶ 333 at 24. For acquisitions under subpart 8.4 that require a statement of work, such as this one, section 8.405-2(f) of the FAR specifically requires documentation of the rationale for any tradeoffs made in the selection. This rationale, or source selection decision documentation, must be in sufficient detail to show that it is reasonable. *CSR, Inc.*, B-413973, B-413973.2, Jan. 13, 2017, 2017 CPD ¶ 64 at 12.

Here, the SSA's comparative analysis of the quotations and tradeoff decision were rational, consistent with the evaluation criteria, and well-documented. The record reflects that the SSA performed a detailed comparative analysis of the quotations under each RFQ subfactor, noting the important discriminators in his discussion. See AR, Tab 10, PNM at 28-53. The SSA acknowledged that, per the RFQ, the non-price factors were of equal importance to price. *Id.* at 48. The SSA performed an extensive trade-off between Delviom's and Crest's quotations, finding discriminators in favor of Delviom for both its "technical approach and understanding to exceed the Cybersecurity Service Operations" under the security management subfactor and its "ability to coordinate remediation recommendations, course of action, prioritization, and mitigations in preparation of [Department of Defense] Cybersecurity inspections and audits" under the security compliance subfactor. *Id.* at 46, 48, 53.

With regard to the staffing/recruitment/retention/key personnel subfactor, the SSA recognized the strengths of both vendors, but determined that the "strengths of Crest and Delviom . . . offer approximately equal benefit to the Government during contract performance," and therefore, concluded that "this subfactor was not a meaningful discriminator between the two competing quotations." *Id.* at 46. Similarly, under the security engineering subfactor, the SSA discussed the strength each vendor received, but found that the "singular strengths of Crest and Delviom under the two different elements of [this subfactor] offer approximately equal benefit to the Government during

¹² The protester also argued that the best-value decision was internally inconsistent, but later withdrew this argument. Comments & Supp. Protest at 6, n.4 ("Delviom withdraws the protest ground challenging the [a]gency's best value determination based on the internal inconsistency.").

contract performance and therefore are offsetting.” *Id.* at 48. As a result, the SSA concluded that this subfactor also was not “a meaningful discriminator between the two competing quotations.” *Id.* at 46.

The SSA also noted that the “total evaluated price of Crest was \$12,776,806 whereas Delviom’s total evaluated [price] was \$14,926, 874, [which] was a difference of \$2,150,068 (16.8%).” *Id.* at 49. The SSA concluded that “[a]lthough Delv[i]om’s technical ratings were higher in subfactors 2 and 4 for [its] approach in leveraging and building on existing DCMA Cybersecurity Insider Threat Program investments and increased threat detections, the higher evaluated non-[price] factors for Delviom were not significant enough to warrant an increased price of \$2,150,068 (16.8%) over the lifecycle of the program in comparison to Crest’s price.” *Id.* The SSA found that “[c]onsidering the relative importance of the evaluation factors,” where the non-price factors were of equal importance to price, “Crest’s quotation represents a better value to the Government.” *Id.*

As noted above, the protester asserts that the agency’s tradeoff failed to include a meaningful comparative assessment of the vendors’ quotations under the subfactors and unreasonably determined that Delviom’s higher-rated quotation was not worth paying a price premium. Based on our review of the record, we do not agree that the SSA failed to conduct a comparative assessment of the vendors’ quotations under each subfactor or disregarded price in the source selection. Rather, as discussed in detail above, the record reflects that the SSA considered Delviom’s technical superiority but determined that Crest’s quotation was the best value to the government. In sum, although Delviom disagrees with the agency’s evaluation, the record demonstrates that at every step in the procurement, the agency considered all of the information submitted by the vendors and available to the agency, and issued well-reasoned and rational evaluation reports before making a best-value tradeoff that highlighted key discriminators between these quotations.

The protest is denied.

Edda Emmanuelli Perez
General Counsel