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Decision

Matter of: H2K Solutions, Inc.

File: B-422790; B-422790.2; B-422790.3; B-422790.4

Date: November 1, 2024

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Melanie T. Dasher, Esq., Department of Homeland Security, 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

Protest challenging agency's technical evaluation is denied where the agency evaluated the quotations in accordance with the terms of the solicitation.

DECISION

H2K Solutions, Inc., a small business of Herndon, Virginia, protests the issuance of a task order to Cloud Lake Technology, LLC, also a small business located in Herndon, Virginia, under request for quotations (RFQ) No. 70B04C24Q0000016. The Department of Homeland Security, United States Customs and Border Protection (CBP) issued the solicitation for information technology management services. H2K challenges the agency's evaluation of technical quotations and the award decision.

We deny the protest.

BACKGROUND

Preceding Request for Proposals (RFP)

In July 2023, the CBP issued RFP No. 70B04C23R00000157 to small businesses holding contracts under the General Services Administration (GSA) 8(a) STARS III indefinite-delivery, indefinite-quantity (IDIQ) contract. Contracting Officer's Statement (COS) at 1. The solicitation sought end-user device information technology

management services in support of the CBP's Office of Information and Technology. *Id.* The CBP received timely submitted proposals from offerors, including H2K and Cloud Lake.¹ *Id.* After evaluating proposals, the agency issued the task order to H2K as the best-value offeror. *Id.* On October 16, 2023, Cloud Lake filed a bid protest with our Office, challenging the agency's evaluation of proposals and award decision. *Id.* The agency elected to take corrective action in the form of amending the RFP, receiving and evaluating revised proposals, and making a new award decision, and thus our Office dismissed the protest as academic. *Cloud Lake Technology, LLC*, B-422137, Oct. 31, 2023 (unpublished decision).

The Post-Corrective Action RFQ

Instead of amending the RFP, due to the nature of the revisions, the agency issued a new solicitation for its requirement.² Memorandum of Law (MOL) at 2. As such, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued RFQ No. 70B04C24Q00000016 on February 15, 2024, again to small businesses holding contracts under the GSA 8(a) STARS III IDIQ contract. Agency Report (AR), Tab 3, RFQ at 1.³

The solicitation anticipated the issuance of a single fixed-price task order, with a base period of 4 months, four 12-month options and one 8-month option, as well as an option to extend services. RFQ at 28, 57. Award was to be made on a best-value tradeoff basis considering the following evaluation factors: prior experience, technical approach, and price. RFQ at 58; Req. for Dismissal, attach. 1, RFQ, amend. 0001 at 5. The technical approach factor included the evaluation of four sub-elements: technical management plan, transition-in plan, staffing plan, and key personnel resumes. *Id.* at 4.

¹ Although the procurement at issue here was a task order competition under GSA's 8(a) STARS III, which is a multiple-award IDIQ contract, the agency issued the initial solicitation as an RFP. While the agency ultimately reissued the solicitation as an RFQ, when discussing the initial solicitation, it refers to the submission of proposals from offerors instead of quotations from vendors. For consistency and ease of reference to the record, we do the same.

² Specifically, the new RFQ departed from the prior RFP by removing past performance as an evaluation factor. MOL at 2. In addition, the RFQ included a revised statement of work (SOW) which among other things, relocated the task order kick-off meeting requirements to a new section 5.0, renumbered the task areas that remained, reformulated the remote support technologies task requirements (*i.e.*, task 15), added additional and clarifying instruction on reporting deliverables, revised the projected period of performance, and expanded upon key personnel qualifications. *Id.* The RFQ also incorporated a revised attachment A (Supplemental Instructions and Evaluation Criteria). *Id.* at 2-3.

³ The RFQ was amended twice; unless otherwise noted, citations to the RFQ are to the copy provided at tab 3 of the agency report. In addition, citations to documents in the agency report are to the Adobe PDF page numbers.

The technical approach factor was more important than the prior experience factor. RFQ at 58. When combined, the two non-price factors were more important than price. *Id.* The RFQ also provided, however, that between quotations of substantially equal technical merit, price will become a more significant factor. *Id.*

The evaluation was conducted in two phases using an “advisory down-select” process.⁴ COS at 2. The agency received phase one quotations from 24 vendors. AR, Tab 8, Award Decision Memorandum (AWD) at 6. After evaluating phase one quotations, the agency invited both H2K and Cloud Lake to participate in phase two of the procurement. *Id.* at 5-6. Both H2K and Cloud Lake submitted phase two quotations. COS at 2.

The RFQ explained that the prior experience and technical approach factors would be “evaluated holistically” and provided for the assignment of overall prior experience and technical approach ratings of high confidence, some confidence, or low confidence. Req. for Dismissal, attach. 1, RFQ, amend. 0001 at 5-6. After evaluating phase two quotations, the agency assigned the following overall ratings to H2K and Cloud Lake:

	H2K	CLOUD LAKE
Prior Experience	High Confidence	High Confidence
Technical Approach	Some Confidence	High Confidence
Price	\$30,381,200	\$30,555,483

AR, Tab 8, AWD at 25.

The source selection authority (SSA) explained that both vendors instilled high confidence for the prior experience factor. *Id.* For the technical approach factor, the SSA noted several negative aspects of H2K’s technical quotation; the agency did not find any negative aspects in Cloud Lake’s technical approach.⁵ *Id.* Given the distinctions, the agency found that the added benefits of Cloud Lake’s higher rated technical approach were worth the price premium of \$172,282. *Id.* The agency

⁴ In the first phase, vendors were evaluated under the first technical factor--prior experience; following the phase one evaluation, the agency issued “advisory notifications” that provided vendors with their viability for award based on the phase one submissions. RFQ at 5. The most highly rated vendors were invited to proceed to the second phase during which quotations were evaluated for technical approach and price. *Id.*

⁵ As discussed in greater detail below, the technical evaluation team (TET) documented three aspects of H2K’s quotation that decreased its confidence in the protester’s technical approach: one pertaining to the protester’s proposed staffing plan, another pertaining to its approach to SOW task 1, and the third pertaining to its approach to SOW task 2. AR, Tab 11, Final Technical Evaluation Report (TER) at 35-36.

therefore determined that Cloud Lake's quotation represented the best value and issued the task order to that firm for the total amount of \$30,555,483.⁶ *Id.* at 25-26; COS at 2.

The agency notified H2K on July 8, 2024, that its quotation had not been selected for award. COS at 3. After requesting and receiving a debriefing which ended on July 23, 2024, H2K filed this protest with our Office.

DISCUSSION

H2K raises various challenges to CBP's evaluation under the technical approach factor. The protester contends that the agency's evaluation of its staffing plan was unreasonable and reflects disparate treatment. Comments & Supp. Protest at 13-14. The protester also challenges the agency's evaluation of its technical management plan with regard to tasks 1 and 2, arguing that CBP's evaluation was improper and unequal. Finally, the protester challenges the agency's best-value determination. For the reasons discussed below, we find the protester's arguments provide no basis to sustain the protest.⁷

Evaluation of Staffing Plans

One of the items identified by the agency as decreasing its confidence in H2K's technical approach was its staffing plan. The agency found H2K's staffing plan to be "flawed and insufficient," noting that it failed to map staffing hours or percentage of time to the individual SOW tasks, as expressly required under the RFQ, and that there were gaps in the coverage for individual tasks. AR, Tab 11, Final TER at 36. The evaluators also noted that the quotation included [DELETED] full-time equivalents (FTEs), which was slightly lower than the government estimate of [DELETED]. *Id.* Citing to its proposed number of FTEs, H2K alleges that the agency engaged in disparate treatment in its evaluation because H2K and Cloud Lake proposed identical levels of effort (*i.e.* [DELETED] FTEs), but H2K's plan was found to decrease confidence while Cloud Lake's was found to increase confidence. Comments & Supp. Protest at 13. For the reasons stated below, we find no merit to the protester's argument.

⁶ As the awarded value of the task order at issue here is \$30,555,483, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(2); COS at 2.

⁷ While our decision does not address every argument raised by the protester, we have reviewed each argument and conclude that none provides a basis to sustain the protest. In addition, the protester initially argued that the agency lacked a reasonable basis for assigning H2K's quotation a rating of "some confidence" for the technical approach factor given that under the preceding RFP, its technical approach had been rated as high confidence and it had not revised any of the positive aspects of its approach. Protest at 16. The protester, however, explained in its first supplemental protest that this protest ground "is superseded" by H2K's supplemental protest grounds. Comments & Supp. Protest at 19.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Arc Aspicio, LLC et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 13. 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. See *Camber Corp.*, B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8.

For the staffing plan sub-element, the RFQ provided, in relevant part, that, "[i]f staffing resources are expected to be matrixed across multiple SOW tasks, then this must be notated and explained." RFQ at 78. The solicitation also noted that "[m]atrixing information must be sufficiently detailed and indicate the number of hours (or percentage of time) each FTE is mapped to individual SOW task[s]." *Id.* In addition, the RFQ further provided that "resource information such as data concerning labor hours and categories, materials, subcontracts, etc., must be provided so that the [c]ontractor's understanding of the requirements may be evaluated." *Id.* at 77.

In evaluating H2K's staffing plan, the agency noted that H2K's "proposed staffing plan in correlation to 'Supplemental Instructions Attachment A Revised' was flawed and insufficient." AR, Tab 11, Final TER at 36. The agency explained that H2K "did not include a staffing matrix with the number of hours (or percentage of time) [of] each FTE mapped [] to the individual CBP SOW Tasks." *Id.* Rather, the agency found that H2K "instead included a 'Responsible, Accountable, Consulted, and Informed' (RACI) Matrix that mapped 'teams' to the CBP SOW tasks." *Id.* The agency found that "[o]verall, [H2K's] RACI matrix was flawed and had many gaps in what the appropriate coverage should be for each task." *Id.* As an example, the agency noted that H2K "identified that the Cybersecurity team would be the sole team responsible and accountable for CBP SOW Task 14 (Apple Technologies)" and that the "operations team would be the sole team responsible and accountable for CBP SOW Task 13 (Cybersecurity)." *Id.* In addition, as pertinent to this protest, the agency found that "[b]eyond [this], in the quot[ation] the total number of FTEs listed was [DELETED] FTE[s]" and that "[t]his is slightly lower than what the government [] needed ([DELETED] FTEs)." *Id.*

In evaluating Cloud Lake's quotation, the agency determined that Cloud Lake's staffing plan increased confidence, rather than decreased confidence, because Cloud Lake "proposed a sound approach to the Supplemental Instructions (Attachment A) Staffing Plan." AR, Tab 11, Final TER at 26. Specifically, the agency found that Cloud Lake's quotation "detailed the types of personnel, their titles, how they would onboard and maintain quality staffing, and a detailed staffing matrix with the percentage of work allocation per staffing role." AR, Tab 11, Final TER at 26; see *also* AR, Tab 13, Cloud Lake Tech. Quotation at 18-22 (detailing Cloud Lake's staffing plan and providing Cloud Lake's detailed staffing matrix). The agency also noted that the total number of FTEs listed was [DELETED], but explained that "[w]hile this is slightly lower than what the government [] needed ([DELETED] FTEs)," it is appropriate based on two key factors. *Id.* The first factor was that "[t]he breadth of programmatic and operational environment knowledge and direct hands-on experience that [Cloud Lake] has [is] that one of [its pairing] partners under the quot[ation] is . . . the current incumbent on the contract." *Id.*

The second factor [which explained] why [DELETED], instead of [DELETED] FTEs in Cloud Lake's staffing plan was appropriate was "[the highly detailed matrixing chart [Cloud Lake] provided." *Id.* The agency found that "[t]his is a benefit to CBP" and "is significant." *Id.*

H2K claims that, because both vendors' staffing plans proposed [DELETED] FTEs, which was fewer than the government estimate of [DELETED], the agency should have found decreased confidence with both vendors' staffing plans, rather than just with H2K's. The protester notes that the agency, instead, "credited Cloud Lake for proposing the exact same level of effort that H2K proposed," but failed to similarly credit H2K. Comments & Supp. Protest at 14. The agency responds that H2K's allegations fail to demonstrate disparate treatment because the differences in H2K's and Cloud Lake's evaluations stem from differences in the vendors' quotations. Supp. MOL at 21-22.

We find nothing unreasonable regarding the agency's evaluation. As the agency explains and the record reflects, although both H2K's and Cloud Lake's staffing plans proposed using [DELETED] FTEs, Cloud Lake's quotation provided a highly detailed matrixing chart with the percentage of time of each FTE mapped to the individual SOW tasks (tasks 1-16), whereas H2K submitted a staffing matrix that referenced 17 task areas, not 16; had many gaps in what the appropriate coverage might be; and failed to map the percentage of time (or hours) that each of the [DELETED] FTEs would devote to the various task areas as required by the RFQ. *Compare* AR, Tab 6, H2K Tech. Quotation at 19-25, *with* Tab 13, Cloud Lake Tech. Quotation at 18-22; Supp. MOL at 21-22. Based on these differences in the vendors' quotations, we find nothing unreasonable or disparate regarding the agency's determination that Cloud Lake's staffing plan, which included [DELETED] FTEs, did not present a risk, while also finding that H2K's staffing plan, which was also based on [DELETED] FTEs, decreased the agency's confidence that H2K would successfully perform the task order.⁸ The protester has failed to demonstrate that the difference in the evaluations did not stem from differences between the quotations. *Camber Corp., supra*. This protest ground is denied.

Evaluation of Technical Management Plans

Under the technical management plan sub-element of the technical approach factor, the agency found aspects of H2K's approach that increased confidence for SOW tasks 3

⁸ H2K also asserts that the CBP assigned Cloud Lake what H2K deems a "Significant Strength" for Cloud Lake's proposed staffing number and did so allegedly "based largely on CBP's observation that the incumbent contractor is on Cloud Lake's team." Supp. Comments & 2nd Supp. Protest at 7. We, however, see nothing improper regarding the agency's consideration of incumbent experience during the evaluation. *ASRC Commc'ns, Ltd., B-414319.2 et al.*, May 9, 2017, 2017 CPD ¶ 167 at 8 ("[T]here is nothing improper about an agency noting that the awardee is proposing to use the incumbent in its proposed approach, and the agency finding such an approach valuable.").

through 16. AR, Tab 11, Final TER at 30-35. The agency also found aspects of H2K's technical management plan that raised concerns--and therefore decreased the agency's confidence--with regard to two SOW tasks: SOW task 1 (Authorized Desktop Build [ADB] and Standard Apple Workstation Baseline Federal Information Systems Management Act [FISMA] System Images and Overlays) and SOW task 2 (Out of Box Experience and Device Enrollment). *Id.* at 35-36. The protester challenges the agency's evaluation of quotations with regard to tasks 1 and 2. As discussed below, we find no basis to sustain the protest.

The evaluation of quotations in a task order competition, including the determination of the relative merits of quotations, is primarily a matter within the agency's discretion. *Sevatec, Inc.*, B-416617, B-416617.2, Nov. 1, 2018, 2018 CPD ¶ 379 at 6. In reviewing protests challenging an agency's evaluation of quotations, our Office does not reevaluate quotations or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *Trandes Corp.*, B-411742 *et al.*, Oct. 13, 2015, 2015 CPD ¶ 317 at 6. A vendor's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

Task 1 (ADB and Standard Apple Workstation Baseline FISMA System Images and Overlays)

H2K's challenges to the agency's findings regarding its proposed approach to task 1.

With regard to the technical management plan sub-element, the RFQ provided that the vendor "must include an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the SOW requirements" and that the quotation "must include benefits and expected outcomes of the technical solution, as well as any documented risks and mitigation planning." RFQ at 77. In addition, the RFQ provided that in addressing the technical management plan, the quotation must "clearly state each individual SOW task followed by a narrative explaining the [vendor's] proposed technical approach to achieving the requirements of the specific SOW task"--*i.e.*, the offer must not explain the approach to multiple tasks in one narrative[;] the technical approach to each SOW task must be explained individually and in separate narratives." *Id.* Additionally, the solicitation provided that "each individual SOW task and associated technical approach narrative must be presented in an ascending order (starting with task 1 and ending with task 16)." *Id.*

As relevant here, section 4.1 of the SOW addresses the requirements for task 1, which requires developing, integrating, and testing "baseline FISMA system images and overlays to support approved CBP environments, *using government provided tools.*" RFQ at 86 (emphasis added). As also pertinent, section 1.1 of the SOW states: "MECM [Microsoft Endpoint Configuration Manager] infrastructure, combined with Microsoft Intune, services all configuration management, patch management,

application deployment and device imaging functionality for all business end user Windows OS [operating system] computing devices.” *Id.* at 84. In addition, section 2.0 of the SOW provides that “[t]he contractor shall provide support using CBP’s current and existing tools as identified in this SOW”--e.g., MECM and Microsoft Intune. *Id.* at 85.

In evaluating H2K’s technical management plan, the agency found that H2K’s proposed plan decreased confidence in H2K’s performance because, “[w]hile [H2K’s] proposed technical approach to CBP SOW Task [No.]1 was verbose,” H2K’s quotation “failed to adequately describe [its] proposed technical approach.” AR, Tab 11, Final TER at 35. Specifically, the agency found that H2K “referenced utilizing Puppet and Ansible (configuration management systems used for image creation and maintenance),” but which the agency noted, are not tools “mentioned in the CBP SOW as being in use in the CBP enterprise.” *Id.* The agency also found that H2K’s plan mentioned “utilizing Symantec Ghost (a deprecated and no longer supported imaging technology).” *Id.* In addition, the agency found that, “[b]eyond this [H2K] did not mention [MECM] or Microsoft Intune (both of which are listed in the CBP SOW).” *Id.* In this regard, the agency noted that H2K “did not discuss things such as MECM task sequences, kiosk mode, or any other specific technical approaches otherwise.” *Id.* Accordingly, the agency concluded that “[o]verall, [H2K] failed to appropriately describe [its] technical approach in relation to what is contained in the CBP SOW.” *Id.* The agency found that “[t]his is a risk to CBP” and that “[t]his is Significant.” *Id.*

The protester disagrees with the agency’s evaluation. With regard to the agency’s concern regarding H2K’s reference to utilizing Puppet and Ansible because these tools are not mentioned in the SOW as being in use in the CBP enterprise, the protester contends that the agency’s evaluation was unreasonable because “H2K did not propose these tools instead of those required by the SOW,” but proposed them as “additional technologies that might improve performance--in this case, technologies providing greater automation.” Comments & Supp. Protest at 16 (citing RFQ at 85) (“The contractor shall provide support using CBP’s current and existing tools as identified in this SOW; these tools are subject to change as adapted by CBP. CBP will consider innovations for future implementation.”). With regard to the agency’s concern that H2K’s approach failed to mention MECM or Microsoft Intune, the protester alleges that the agency’s evaluation was improper because it mentioned MCEM and Microsoft Intune elsewhere in its quotation and also because “Task Area 1 nowhere discusses MECM.” *Id.*

The agency responds that “while explicit reference to MECM is not made within Section 4.1 of the SOW”--which is the section of the SOW that addresses the requirements for task 1--“it was H2K’s reference to use of other configuration management tools ([DELETED]) without also referencing MECM (and Intune)”--which is the “infrastructure that currently ‘services all configuration management, patch management, application deployment and device imaging functionality for all business end user Windows OS computing devices’ at CBP[--]that concerned evaluators.” Supp. MOL at 23 (quoting RFQ at 84, 86) (noting that section 2.0 of the SOW provides that

“[t]he contractor shall provide support using CBP’s current and existing tools as identified in this SOW[.]”).

Based on our review, we find nothing unreasonable regarding the agency’s evaluation. As the agency explains and the record reflects, H2K’s proposed technical approach for performing SOW task 1 raised an issue for the CBP evaluators because, on the one hand, H2K made explicit reference to utilizing certain systems and tools that are not mentioned in the SOW as being currently in use by CBP (*i.e.*, [DELETED]), but then, on the other hand, H2K failed to mention MECM or Microsoft Intune within its task 1 technical approach narrative or explain how H2K’s approach would incorporate the new tools into CBP’s existing infrastructure. AR, Tab 11, Final TER at 9. Although the protester challenges each of these aspects separately, asserting that it was permitted to propose new tools and that task 1 did not specifically require addressing MECM or Intune, as the agency explains, these aspects are intertwined, and when considered together, reasonably prompted the CBP evaluators to question the degree to which H2K would be successful in performing SOW task 1.

To the extent H2K intended to propose new tools as additional technologies that might improve performance, it was incumbent upon the protester to clearly articulate this as its approach, as well as to explain how these new technologies would work with the CBP’s current tools identified in the RFQ. We have consistently found that it is a 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 quotation, or to supply information that the protester elected not to provide. *Innovative Mgmt. Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 7. Here, the protester failed to provide sufficient detail regarding its approach. We find the CBP’s evaluation of decreased confidence for H2K’s technical management plan was reasonable. This protest ground is denied.

Task 2 (Out of Box Experience and Device Enrollment)

Under the technical management plan sub-element of the technical approach factor, H2K challenges the agency’s evaluation of its and Cloud Lake’s task 2 technical approaches as evincing disparate treatment. Supp. Comments & 2nd Supp. Protest at 9-11. In support of this position, H2K cites to common references in both vendors’ quotations to device enrollment programs and applications and [DELETED] as purported evidence that the vendors’ task 2 narratives were “nearly identical,” yet received “exact opposite evaluations.” *Id.*

Task 2, which is addressed in SOW section 4.2, required the contractor to “provide the full range of support required to engineer, implement, and support the user Out of Box Experience and Device Enrollment process for devices covered under this contract (desktops, laptops, tablets, and mobile computing devices).” RFQ at 87.

In evaluating H2K's approach to task 2, the agency identified two concerns with H2K's task 2 narrative which decreased confidence in H2K's performance. First, the agency found that H2K's task 2 narrative "failed to adequately describe [H2K's] proposed technical approach" to providing the "full range of support required to engineer, implement, and support the user Out of Box Experience and Device Enrollment process."⁹ AR, Tab 11, Final TER at 36. In explaining this finding, the TET cited an example in H2K's quotation where, despite H2K's mentioning of an intent to leverage standard technologies--like [DELETED]--the TET found H2K's narrative "lacked details on how [it] would perform the task." *Id.* Second, the TET found that H2K's task 2 narrative "discusses exploring additional technical approaches without context to the CBP environment," which the TET identified as a "risk to CBP." AR, Tab 11, Final TER at 36; *see, e.g.*, AR, Tab 6, H2K Tech. Quotation at 4 ("Team H2K will explore [DELETED]" and "[w]e will also explore [DELETED][.]").

In evaluating Cloud Lake's task 2 narrative, the TET found that Cloud Lake's proposed approach increased confidence in performance because Cloud Lake "had a comprehensive technical approach to the tasks as listed in the SOW" and "no items of decreased confidence." AR, Tab 11, Final TER at 28. Specifically, the TET found that Cloud Lake's quotation "demonstrated a thorough and detailed understanding of what is required to provide the full range of support required to engineer, implement, and support the Out of Box Experience and Device Enrollment process for devices covered under the contract." *Id.* In support of this conclusion, the TET pointed to a few excerpts from Cloud Lake's quotation, which the TET found "exemplifies this[.]" *Id.* For example, the TET noted that Cloud Lake's approach explained how it is "[DELETED]." *Id.* The TET also noted that Cloud Lake's narrative also detailed how it "[DELETED]." *Id.* In addition, the TET noted that Cloud Lake described how it would "support the OOBE lifecycle" by "[DELETED]," and described how its knowledge of these technologies "[DELETED]." *Id.* at 20-21. The agency found that "[t]his is a benefit to CBP." *Id.*

H2K asserts that the agency downgraded H2K's quotation for proposing to "leverage technologies, such as [DELETED], and [DELETED] during the initial setup process," Supp. Comments & 2nd Supp. Protest at 9-10, while finding increased confidence with Cloud Lake's proposed approach that used "the exact same technologies" and provided "nearly identical levels of detail" as H2K's quotation. *Id.* at 10, 17; *see, e.g.*, AR, Tab 14, Cloud Lake Tech. Quotation at 9 (stating that Cloud Lake "[DELETED]."). The agency responds that H2K's challenge fails to acknowledge the substantive differences in H2K's and Cloud Lake's task 2 narratives from which the TET's findings stemmed. 2nd Supp. MOL at 13.

We find nothing unreasonable regarding the agency's evaluation. The record reveals that the agency found distinctions in Cloud Lake's and H2K's task 2 narratives, which

⁹ H2K's task 2 narrative stated the following:

[DELETED].

AR, Tab 11, Final TER at 36.

support the agency's finding of increased confidence for Cloud Lake's task 2 technical approach and decreased confidence for H2K's. Although both vendors proposed to use [DELETED] in support of task 2, the agency expressed concern regarding H2K's approach, in part, because H2K's narrative explored additional technologies that the agency indicated in the SOW were not currently in use. AR, Tab 6, H2K Tech. Quotation at 4; MOL at 14. As noted above and reflected in the record, the agency found that H2K's "discuss[ion] exploring additional technical approaches without context to the CBP environment" is a risk. AR, Tab 11, Final TER at 36. The agency did not find a similar risk in Cloud Lake's task 2 narrative. AR, Tab 11, Final TER at 36.

The protester also does not assert or otherwise demonstrate that Cloud Lake's quotation proposed an approach similar to H2K's in this regard. Accordingly, although H2K maintains that one aspect of the agency's reasoning for finding decreased confidence for H2K's task 2 narrative (*i.e.*, proposing to leverage the same technologies) applies equally to Cloud Lake, the protester's argument overlooks the fact that another aspect of H2K's task 2 narrative raised concern with H2K's proposed approach--which was not a concern raised with Cloud Lake's quotation--and that this concern also factored into the agency's determination that H2K's approach decreased confidence in its performance, while Cloud Lake's approach increased confidence in its performance. Thus, contrary to what H2K claims, the agency's evaluation of H2K's and Cloud Lake's quotations did not rest on "nearly identical" solutions to task 2, but instead on the fact that Cloud Lake's solution provided a more detailed explanation about how it would accomplish the task area with no risk. *Id.* While H2K may disagree, the agency was left with decreased confidence that H2K would successfully perform task 2 based on its reasonable assessment of H2K's task 2 narrative. H2K's disagreement in this regard, without more, does not provide a basis to sustain its protest. Further, the protester has failed to demonstrate that the agency's evaluation was not based on the difference in the vendors' technical approaches. Accordingly, this protest ground is denied.

Best-Value Tradeoff Determination

H2K contends that the technical evaluation report "contains a clear error in its summary of the consensus technical evaluation of H2K's [quotation]" under the technical approach factor and that the agency "relied on this clear error in its source selection document and best value trade-off decision," thus rendering the source selection decision unreasonable. Comments & Supp. Protest at 11. According to H2K, it received fourteen "Significant Strengths" in connection with its technical management plan because the TET stated, "This is Significant," when outlining those portions of H2K's technical management plan that increased confidence. *Id.* at 11-12. H2K complains that the agency ignored or overlooked these "significant strengths" when it described H2K in the summary description as having an "adequate technical approach" to fourteen of the tasks as listed in the SOW. *Id.* at 12 (quoting AR Tab 11, Final TER at 9). The protester argues that the SSA then relied on the TET's description of H2K's technical management plan, which was carried over into the source selection document. As a result, H2K claims that the SSA's best-value tradeoff considered only the two

alleged “significant weaknesses” and not the fourteen “significant strengths” H2K received under factor 2 for its technical management plan. *Id.* at 12-13. For the reasons discussed below, the protester’s argument provides no basis to sustain the protest.

As an initial matter, as discussed previously, the solicitation did not require, and the agency did not evaluate quotations, based on significant strengths or significant weaknesses. Rather, the solicitation provided that the technical approach factor would be “evaluated holistically with a rating scale of ‘high confidence,’ ‘some confidence,’ and ‘low confidence,’ representing the Government’s confidence that the [vender] understands the requirement and will be successful in performing the work.” RFQ at 79. Accordingly, the protester’s contention that it received, and the agency ignored, 14 “significant strengths” in its quotation is simply without a factual basis.

Rather, the record reflects that after all consensus findings were completed, the TET chair provided a final TER to communicate the TET’s consensus evaluation findings to the contracting officer, who also served as the source selection authority (SSA). See AR, Tab 11, Final TER. The report provided the TET’s confidence ratings and detailed summaries of the TET’s findings, including consensus worksheets, and it was signed by all TET members, and, ultimately, the SSA. *Id.* at 18-19. To arrive at the TET’s holistic confidence rating for factor 2, the TET logically summarized its findings for each of the four sections of H2K’s technical quotation. *Id.* at 37. At the end of its consensus worksheet, the TET distilled its findings in the following manner:

H2K Solutions Inc was assessed by the Technical Evaluation Team (TET) based on the quote submissions under Factor 2: Technical Approach – Volume III, and Supplemental Instructions (Attachment A) in correlation to the requirements described in the SOW for operating the U.S. Customs and Border Protection, Office of Information and Technology, Field Support Directorate, OIT End-User Device IT Management Services Contract.

For Factor 2: Technical Approach, Technical Management Plan – Overall, in the technical approach there were two items that decreased confidence and were found to be **significant**.

For Factor 2: Technical Approach, Transition In Plan – Overall, the quote was adequate in its approach in correlation to what was listed in the SOW. **This is significant.**

For Factor 2: Technical Approach, Staffing Plan – Overall, the quote had an inadequate technical approach with decreased confidence. **This is significant.**

For Factor 2: Technical Approach, Resumes for the four key personnel – All four were rated to increase confidence. **This is significant.**

Thus, evaluations of factor 2, Technical Approach, for H2K Solutions Inc quote overall gives the government SOME CONFIDENCE that tasks, metrics, and KPIs [key performance indicators] set forth will be met by the offeror.

Id.

In populating its summary in the final TER, the TET again summarized each section within the technical approach volume in this manner, adding detail consistent with the lengthier consensus findings to create a clear, meaningful snapshot of the bases for the TET's holistic "Some Confidence" factor 2 rating. *Id.* Within the body of the report, the TET noted its finding that H2K's technical management plan section "did not have the appropriate detailed technical approach required to successfully perform," despite proposing "an adequate technical approach to fourteen of the tasks as listed in the SOW." *Id.* at 9-10. The TET also noted its assessment that H2K's staffing plan section "did not have a sufficient staffing plan to successfully staff the task order," as well as the TET's positive findings as to the sufficiency of H2K's transition-in plan and key personnel. *Id.* at 9-10. In addition, the TET also included the lengthy task-by-task findings set out in its consensus worksheet as an enclosure to its report. *Id.* at 19, 29-37.

As for the TET's evaluation of Cloud Lake's technical approach, the evaluators found that Cloud Lake "proposed a sound technical approach to" each of the SOW tasks 1-16, in each case finding that "[t]he quote demonstrated a thorough and detailed understanding of what is required" to perform the specified task and supporting that finding with one or more examples drawn verbatim from Cloud Lake's task narrative. AR, Tab 11, Final TER at 21-28. The evaluators also documented their consensus findings as to Cloud Lake's transition-in plan, staffing plan, and the qualifications of the key personnel proposed by Cloud Lake, all of which fell within the "increases confidence" category. *Id.* at 26-27. The TET identified no aspects of Cloud Lake's technical quotation that decreased confidence that Cloud Lake understood the requirement, proposed a sound approach, and would be successful in performing the task order.

In conducting the tradeoff, the SSA explained that "[l]ooking behind the ratings," both Cloud Lake and H2K "instill[ed] High Confidence during" the phase one evaluation of prior experience. AR, Tab 8, AWD at 25. The SSA found, however, "some distinctions" between the two quotations based on the vendors' proposed technical approaches. *Id.* Specifically, the SSA noted that H2K's quotation "referenced using certain tools not in use by CBP (as stated in the SOW) to perform Task1," "failed to adequately describe the [vendor's] proposed technical approach to Task 2," and "included a flawed [RACI] Matrix that mapped 'teams' to the CBP SOW tasks with gaps in coverage[.]" *Id.* The SSA explained that "[b]oth [vendors] proposed staffing the requirement with [DELETED] FTEs," but for Cloud Lake's staffing plan, "the TET determined the use of [DELETED] FTEs appropriate based on" the vendor's "breadth of incumbent programmatic knowledge, operational environment knowledge, and direct hands-on experience and Cloud Lake's highly detailed matrixing chart," which the SSA noted, "provided the

percentage of time each FTE mapped to individual SOW tasks.” *Id.* The SSA concluded that “[g]iven these technical approach distinctions, the added benefits of Cloud Lake Technology LLC’s higher rated technical approach” is “well worth the associated modest price premium of \$174,282.43[.]” *Id.*

The protester argues that the source selection decision was based on clear error because the agency referred to H2K’s technical management plan as “adequate,” which in the protester’s view, means the agency failed to consider the positive aspects evaluated for its plan. While the TET and SSA referred to H2K’s technical management plan--where the agency had concerns with H2K’s approach to tasks 1 and 2--as an “adequate technical approach,” the TET and SSA referred to Cloud Lake’s technical management plan--with no evaluated concerns--as a “sound technical approach.” *Compare* AR, Tab 11, Final TER at 9, *with id.* at 21. We find nothing unreasonable or improper regarding the agency’s description of its evaluation in this manner.

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 quotations. *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 on an assessment of the relative merits of quotations as reflected in the underlying narrative assessments. The record reflects that the TET carefully detailed its evaluation of the vendors’ technical approaches in the final TER, which was signed by all members of the TET and the SSA. The SSA then reasonably relied upon these findings in the award decision memorandum. The record shows that the agency’s summaries of its evaluation were based on the agency’s detailed consideration of the positive and negative aspects of each vendor’s quotation. 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 simply is not sufficient to show that the decision was unreasonable. Based on our review, we find nothing unreasonable regarding the agency’s evaluation.

The protest is denied.

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General Counsel