



Decision

Matter of: Granite Telecommunications, LLC

File: B-423102.3

Date: July 21, 2025

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.

David E. Fletcher, Esq., Cooley LLP, for the protester.
Thomas K. David, Esq., Lewis P. Rhodes, Esq., Reston Law Group, LLP, for Manhattan Telecommunications Corporation LLC, the intervenor.
Tia Dinh, Esq., and Peter S. Kozlowski, Jr., Esq., Department of Veterans Affairs, for the agency.
Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest contending awardee should have been evaluated as technically unacceptable because its low price demonstrated a lack of understanding of the requirements is dismissed for failing to state a valid basis of protest where solicitation did not provide for a price realism evaluation.
2. Protest arguing agency failed to assess multiple strengths in protester's proposal is denied where the record reflects the evaluation was reasonable and consistent with the solicitation. The protester's disagreement with the agency's assessment of the merits of the firm's proposal does not provide a basis to sustain the protest.
3. Protest alleging agency made award on a lowest-priced, technically acceptable basis, rather than conducting a tradeoff as required by the solicitation, is denied where the record shows the agency considered the relative benefits of the competing proposals and made award using the tradeoff process contemplated by the solicitation.

DECISION

Granite Telecommunications, LLC (Granite), of Quincy, Massachusetts, protests the issuance of a task order to Manhattan Telecommunications Corporation LLC (MetTel), of New York, New York, under request for proposals (RFP) No. 36C10A24R0003, issued by the Department of Veterans Affairs (VA or agency) for plain old telephone services (POTS) replacement services. The protester challenges the evaluation of proposals and resulting source selection decision.

We dismiss the protest in part and deny it in part.

BACKGROUND

On July 1, 2024, using the procedures of Federal Acquisition Regulation subpart 16.5, the agency issued the solicitation to holders of indefinite-delivery, indefinite-quantity (IDIQ) contracts under the General Services Administration's Enterprise Infrastructure Solutions (EIS) multiple-award IDIQ contract vehicle. Agency Report (AR), Tab 4a, RFP at 5, 6, 60.¹ The solicitation sought proposals to provide the VA with POTS replacement services, and required that the successful "Contractor shall provide Managed Network Services (MNS) per Section C.2.8.1 of the EIS Contract and Section C.9 in the SOW [statement of work]." *Id.* at 6, 12. Specifically, the solicitation stated: "This effort is for a turn-key Contractor managed and maintained solution that shall include all required service related equipment to replace existing VA POTS lines. Contractor's solution shall operate independent of any VA data network services." *Id.* at 14.

The solicitation contemplated issuance of a single fixed-price and time-and-materials with economic price adjustment task order with a 1-year base period, six 1-year option periods, and a seventh 5-month option period. RFP at 7-10, 49, 63. Award was to be made on a best-value tradeoff basis considering the following four factors: (1) technical; (2) past performance; (3) price; and (4) veterans' involvement. *Id.* at 68. The solicitation provided that technical was the most important factor, and it was significantly more important than the second most important factor--past performance. *Id.* Past performance, in turn, was significantly more important than price, which was significantly more important than veterans' involvement. *Id.* Relevant here, under the technical factor, the agency would assign proposals one of the following adjectival ratings: outstanding; good; acceptable; susceptible to being made acceptable; or unacceptable. AR, Tab 6, Source Selection Evaluation Plan at 11. For the price factor, the agency would evaluate proposed prices for reasonableness and balance. *Id.* at 5; RFP at 69.

The agency received four timely proposals, and, after conducting discussions with offerors and evaluating final revised proposals, made award to MetTel on September 30, 2024. AR, Tab 9, Source Selection Decision (SSD) at 1; Contracting Officer's Statement (COS) at 1 ¶¶ 2-3. Granite protested the award decision to our Office, in response to which the VA submitted a notice of corrective action resulting in our dismissal of the protest as academic. *Granite Telecomms., LLC*, B-423102, Nov. 14, 2024 (unpublished decision). As part of the agency's corrective action, the VA amended the solicitation, and requested revised technical and price proposals. *Id.*; COS at 1-2 ¶¶ 4-5, 7-8; AR, Tab 9, SSD at 1-2. Three of the original four offerors submitted revised proposals, and after evaluation, the agency conducted discussions with each of the three offerors. COS at 2 ¶ 7, 4 ¶ 15; AR, Tab 9, SSD at 2. Based on

¹ Our citations use the Adobe PDF pagination of documents in the record. Unless otherwise noted, citations to the RFP are to the final conformed version of the solicitation inclusive of all amendments produced by the VA as Tab 4a of the agency report.

its evaluation of final revised proposals, the agency made award to MetTel for a second time on February 14, 2025. AR, Tab 9, SSD at 2. Granite protested the second award decision to our Office, and the VA, again, proposed to take corrective action, which resulted in the dismissal of the protest as academic. *Granite Telecommunications, LLC*, B-23102.2, Mar. 14, 2025 at 2 (unpublished decision).

In implementing its second corrective action, the VA did not further amend the solicitation, request proposal revisions, or reopen discussions. AR, Tab 9, SSD at 2. The agency's second corrective action was limited to reevaluating proposals under the technical factor only, and making a new source selection decision. *Id.*; COS at 4-5 ¶¶ 17, 19. Based on the totality of discussions, proposal revisions, and evaluations completed during the VA's implementation of two rounds of corrective action, the agency assessed the protester's and awardee's final proposals as follows:

	Granite	MetTel
Technical	Acceptable	Acceptable
Past Performance	Low Risk	Low Risk
Veterans' Involvement²	Some Consideration	No Consideration
Price	\$33,421,181	\$32,793,430

AR, Tab 9, SSD at 3. After conducting a comparative assessment of the proposals and determining MetTel's proposed price to be reasonable, the source selection authority (SSA) concluded that MetTel's proposal offered the best value to the government and selected it for award. *Id.* at 10. Following notification of award and receipt of a debriefing, Granite filed this protest with our Office.³

DISCUSSION

The protester challenges the VA's evaluation of the awardee's technical proposal on the basis that the MetTel's low price reflects a lack of understanding of the requirements. Protest at 26. For the reasons explained below, we dismiss this argument for failing to state a factually and legally sufficient basis of protest. The protester also challenges the

² The solicitation explained that the agency would "assign evaluation credit for Non-SDVOSB/VOSB [service-disabled, veteran owned small business/veteran-owned small business] Offerors proposing to use SDVOSBs or VOSBs as subcontractors." RFP at 69. If a non-SDVOSB/VOSB offeror proposed to use SDVOSB or VOSB firms as subcontractors, provided a brief description of the proposed subcontracts, and the approximate dollar value of the proposed subcontracts, the offeror would receive an evaluation rating of "some consideration." *Id.* If an offeror did not include such information in its proposal, the offeror would receive an evaluation rating of "no consideration." *Id.*

³ As the value of the protested task order exceeds \$10 million, it is without our jurisdiction to hear protests of orders placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(B)(2).

VA's evaluation of Granite's proposal, contending that the agency "conducted a simplistic box-checking exercise," rather than a qualitative assessment, which unreasonably resulted in multiple warranted strengths not being assessed in the firm's proposal. *Id.* at 19, *generally* at 20-25. Further, the protester argues the agency's failure to conduct a qualitative assessment of proposals led to the VA choosing "MetTel on a lowest price technically acceptable [LPTA] basis, contrary to the evaluation criteria and basis for award described in the RFP." *Id.* at 15, *generally* at 15-20. As discussed below, the protester's contentions are not supported. The record instead reflects an evaluation and source selection that were reasonable and consistent with the solicitation. While our discussion below does not address in detail every argument, or permutation thereof, raised by the protester, we have considered them all, and find none provides a basis to sustain the protest.⁴

Evaluation of Awardee's Proposal

As an initial matter, the protester challenges the VA's evaluation of the awardee's proposal on the basis of MetTel's revised price. In the protester's view, the fact that MetTel lowered its price by approximately \$21 million, as part of proposal revisions during the first round of corrective action, is "inexplicable" and reflects a lack of understanding of the requirements. Protest at 26. Prior to submitting its report responding to the protest, the agency requested dismissal of this argument for failing to set forth a factually and legally sufficient basis of protest. Req. for Partial Dismissal at 2, 6-7. We agreed that dismissal of this allegation was appropriate for the reasons discussed below.

Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds of protest, and that those grounds be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). That is, a protest must include sufficient factual bases to establish a reasonable potential that the protester's allegations may have merit; unsupported or inaccurate assertions by a protester do not constitute an adequate basis for protest. *Operations Servs., Inc.*, B-422772.2, Feb. 18, 2025, 2025 CPD ¶ 51 at 4.

⁴ For example, the protester argued the VA unreasonably failed to factor into its tradeoff source selection decision Granite's superior rating under the veterans' involvement factor in what was "an unreasonable departure from the stated evaluation criteria." Protest at 26-27. In the VA's report to our Office, the agency substantively addressed this issue. COS at 8 ¶ 32; Memorandum of Law (MOL) at 12-13; *see also* AR, Tab 9, SSD at 9 (SSA acknowledging Granite's higher rating under veterans' involvement factor was advantage in its favor, but--because price was significantly more important than veterans' involvement--concluding MetTel's price advantage outweighed Granite's advantage). In its comments on the agency report, Granite did not reply to the agency's response or further pursue this protest issue. *See generally* Comments. We therefore consider this argument to be abandoned and will not consider it further. 4 C.F.R. § 21.3(i)(3); *Calhoun Int'l, LLC*, B-421047, Nov. 14, 2022, 2022 CPD ¶ 282 at 3 n.3.

Relevant to the parties' arguments here, a brief history of the solicitation's amendments is necessary. Specifically, the first award to MetTel, which Granite protested and our Office dismissed in the fall of 2024, was made under solicitation amendment 2. Req. for Partial Dismissal at 2; COS at 1 ¶¶ 2-3. Solicitation amendment 2 permitted offerors "to propose an approach that could include an array of solutions to include Managed Network Services, Broadband Internet Services, Service-Related Equipment, and/or a combination thereof." Req. for Partial Dismissal at 3 (citing Req. for Partial Dismissal attach. A, RFP amend. 2 at 18). As offerors were permitted to propose a myriad of possible solutions as part of their technical approaches, solicitation amendment 2 also permitted the submission of alternative pricing proposals. Req. for Partial Dismissal at 4 (citing Req. for Partial Dismissal attach. A, RFP amend. 2 at 70). With respect to the evaluation of price, solicitation amendment 2 explicitly required the agency to conduct a price realism evaluation. Req. for Dismissal attach. A, RFP amend. 2 at 77 ("Price evaluation shall consist of a review of the price portion of a contractor's proposal to determine if the overall price to the Government proposed is realistic for the work to be performed.").

In contrast to solicitation amendment 2, under which the agency made its first award to MetTel, the final version of the solicitation under which the currently protested third award to MetTel was made, narrowed the types of solutions offerors could propose; it no longer permitted the submission of alternative price proposals, and no longer required or permitted the agency to conduct a price realism evaluation. *Compare* Req. for Partial Dismissal attach. A, RFP amend. 2 at 18, 70, 77 *with* AR, Tab 4a, RFP at 14, 64, 69. As part of the corrective action implemented after Granite protested the first award to MetTel, the agency issued RFP amendments 3, 4, 5, 6 and 7 which revised the SOW, price workbook, and evaluation criteria, and provided answers to offeror questions. COS at 2 ¶ 7. Additionally, the agency requested and received revised proposals. *Id.*

Unlike RFP amendment 2, the final amended solicitation required all offerors to propose a managed network service solution. RFP at 14. Additionally, the final solicitation removed all language relating to price realism, and instead provided the agency would evaluate price for reasonableness and balance. *Id.* at 69. Thus, rather than being "inexplicable," as claimed by the protester, the fact that MetTel's price changed between submission of its first proposal in response to RFP amendment 2 and its revised proposal in response to the final RFP, is explained by the substantive changes made to the solicitation.

Turning to the protester's contention that MetTel's decision to lower its price by approximately \$21 million reflects a lack of understanding of the requirements, we find it fails to set forth a valid basis of protest. In this regard, the protester's contention essentially raises a challenge to the realism of the awardee's price. Our decisions have explained that because below-cost prices are not inherently improper, offerors competing for award of a fixed-price contract must be given reasonable notice that their business decision to submit a low-priced proposal will be viewed negatively by the government in assessing the risk associated with their proposals. *Quadrant Training*

Solutions, JV, B-422339, May 7, 2024, 2024 CPD ¶ 116 at 6. That is, offerors must be reasonably informed that a price realism analysis will occur.

Here, however, not only did the final solicitation clearly reflect that no price realism analysis would be performed, but the amended RFP specifically removed the price realism evaluation language included in earlier versions of the solicitation. Accordingly, the protester's argument that the agency acted unreasonably by not finding MetTel's proposal reflected a lack of understanding of the requirements because of its purportedly low price fails to state a valid basis of protest and is dismissed.⁵ See e.g., *Quadrant Training Solutions, JV, supra* at 6 (dismissing argument that agency acted unreasonably by not assessing a technical risk for awardee's low price where solicitation for fixed-price contract did not require or permit price realism analysis).

Evaluation of Protester's Proposal

The protester challenges the VA's evaluation of Granite's proposal, contending that the agency "conducted a simplistic box-checking exercise," rather than a qualitative assessment, which unreasonably resulted in multiple warranted strengths not being assessed in the firm's proposal. Protest at 19, *generally* at 20-25. The agency maintains "Granite's allegations are without merit," and that the record shows "VA's technical evaluation of Granite's proposal was reasonable and consistent with the solicitation." MOL at 7, 11. We agree.

In reviewing protests of awards in a task order competition, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria, and applicable procurement laws and regulations. *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 4. An agency's judgment that the features identified in a proposal did not exceed the requirements of the solicitation--and thus did not warrant the assessment of strengths--is a matter within the agency's discretion and one that we will not disturb where a protester fails to demonstrate that the evaluation was unreasonable. *CORE O'Ahu, LLC*, B-421714, B-421714.2, Aug. 31, 2023, 2023 CPD ¶ 212 at 9. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Id.*; *22nd Century Techs., Inc., supra*; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 4.

Relevant here, the solicitation instructed that an offeror's technical proposal "shall address" the following areas. First, each offeror was required to address its proposed

⁵ Moreover, we note that while Granite challenges the realism of the awardee's price as "inexplicable," the protester's proposed price is only \$627,151--or 1.88 percent--higher than MetTel's proposed price. Protest at 26. The protester did not provide any explanation as to why the same purported concern about MetTel's proposal not reflecting an understanding of the requirements should not be ascribed to Granite's own only marginally higher-priced proposal. See *id.*

managed network services solution, “as required by Statement of Work Sections C.8 and C.9,” by describing “the overarching technical methodology for delivering the services at” the required VA locations, of which there are over 1,500. RFP at 64-65; AR, Tab 5, Technical Evaluation Team (TET) Chair Decl. at 5 ¶ 18. In addition, each offeror was required to “address their proposed solution(s)” for four specific VA sites. RFP at 65. Second, offerors were required to propose a “solution to meet the VA functional requirements outlined in C.8 related to Fire/Life Safety compliance.” *Id.* Third, offerors were required to “[p]rovide design diagrams related to proposed POTS replacement equipment/services” showing that the proposed equipment met the various size, physical space, and electrical power requirements of the various VA locations. *Id.* Finally, offerors also were instructed to address their proposed transition approaches as part of their technical volumes. *Id.* Specific to transition approach, the solicitation instructed that a “proposal shall include descriptions of the available offeror’s assets in technical manpower, equipment, and program/performance management to meet the transition defined goals as required in C.16.2.” *Id.*

The solicitation established the technical “evaluation process” would consider:

- a. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- b. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror’s methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

RFP at 68. The record shows the evaluators assessed no strengths, weaknesses, or deficiencies in Granite’s proposal, and assigned the proposal a rating of acceptable under the technical factor. AR, Tab 7, Granite’s Technical Evaluation (Tech. Eval.) at 1, 6-7.

The protester argues the VA failed to award Granite numerous strengths for various meritorious aspects of the firm’s technical approach related to its proposed use of “EPIK,” which the protester represents is its own “patented POTS replacement service, proven to be the industry’s best solution for replacing analog voice lines, fire alarm lines, burglar alarm lines, elevator lines, and other services.”⁶ Protest at 20. Specifically, Granite acknowledges the agency’s evaluation report “mentions EPIK six times,” but characterizes the evaluation statements as “minimizing or ignoring altogether the

⁶ It is unclear whether EPIK is a trade name or an acronym. Neither Granite nor the record provide any definition of the term.

operational characteristics of that solution and its benefits to Granite's technical and transition approaches--with no explanation or analysis to support the Agency's dismissive conclusions."⁷ *Id.* at 22. Based on our review of the record, we find no merit in the protester's critique of the evaluator's judgments about the firm's proposal or in Granite's myriad claims of unacknowledged strengths. Below, we discuss two representative examples of the protester's challenges.

Original Equipment Manufacturer Status

One of Granite's claimed strengths--and characterized by the protester as "[m]ost notably" among the unacknowledged strengths--is that "Granite is the original equipment manufacturer (OEM) for EPIK." Protest at 20. The protester maintains that being an OEM "provides Granite with multiple technical and strategic advantages. *Id.* at 21. For example, the protester asserts that "Granite does not face the risk of supply chain challenges." *Id.* In contrast, the protester alleges "MetTel is not an OEM, but rather resells DataRemote's product," and posits that this "exposes the VA to significant supply chain and related risks because of MetTel's reliance on a third-party in fulfilling its contract obligations." *Id.* The protester contends that "[i]n a transition of this scale, supply chain risk poses a significant threat to both cost and schedule," such that "Granite's OEM status and inventory readiness should have been recognized as a strength in a best-value tradeoff." *Id.* at 25.

The record reflects the evaluators were aware that Granite proposed using the EPIK system, for which it is the OEM, but the evaluators also noted that "POTS replacement services are not a new technology, and every telecommunications carrier offers their version of the service." AR, Tab 7, Granite Tech. Eval. at 4. The evaluators specifically acknowledged Granite's proposal statements about being the "OEM with sufficient inventory for this effort," but concluded that Granite's "status as OEM with readily availab[le] inventory does not exceed VA's requirements for transition as the expectation of VA is that all offerors meet the requirement equipment needs to support their Managed Network Service offering." *Id.* at 6.

In responding to the protest, the agency explains further that because the solicitation required all offerors to describe "available offeror's assets in technical manpower, equipment, and program/performance management to meet the transition defined goals" the evaluators "did not find a distinction in meeting these goals amongst Offerors who were OEM or resellers." AR, Tab 5, TET Chair Decl. at 4-5 ¶ 16. The TET chair describes as "unsupported" the protester's claim that because Granite is an OEM it is "able to 'perform quicker configuration and shipping,'" noting that while "Granite assumes other Offerors do not have equipment on hand" the solicitation "require[d] all offerors to include a description of their available equipment." *Id.* at 5 ¶ 18. Thus, the agency maintains the protester's "claim that 'all the equipment needed is already

⁷ The VA provided Granite a redacted copy of the firm's final technical evaluation report as part of the unsuccessful offeror notification and debriefing process. COS at 6 ¶ 22.

produced and stored in Granite's warehouse' therefore only shows that it meets the requirement that it has the necessary assets on hand." MOL at 8.

The protester replies that the TET Chair's statement that POTS replacement is not a new technology is a "*non sequitur*," which shows "[t]he VA simply did not consider" questions of "whether, and the extent to which, Granite's status as an OEM and some of the operational consequences of that status lower the risk of unsuccessful performance and/or enhance Granite's likelihood of successful performance." Comments at 16. As detailed above, however, the record refutes this contention, instead showing the evaluators were aware of the protester's status as an OEM and specifically considered, and rejected, Granite's proposal's claims of purported advantages stemming from this status. While the protester expresses its disagreement with the evaluators' judgment on this point, it has not shown how the agency's evaluation was inconsistent with the solicitation. Accordingly, the protester's contention that this aspect of its proposal deserved a strength does not provide a basis to conclude the agency's evaluation was unreasonable. See e.g., *Perspecta Eng'g, Inc.*, B-420501.2, B-420501.3, Dec. 13, 2022, 2022 CPD ¶ 348 at 7 (denying argument that protester's proposal deserved a strength where agency noted proposed approach that achieves solicitation requirement "did not merit a strength").

Class 5 Softswitch

Another unacknowledged strength claimed by the protester is for EPIK's self-described "best-in class capabilities" for failover using a "Class 5 softswitch."⁸ Protest at 21. Specifically, the protester notes Granite's proposal highlighted that "EPIK calls stay connected even if a call switches from one connection technology to another," and that it does this by having "central office Class 5 Softswitch functionality built into the device, eliminating the latency and other performance issues caused by cloud-based call routing." *Id.* The protester acknowledges that the evaluators noted this feature in their report, stating that Granite "highlighted EPIK capabilities including Failover, Fax, and Class 5 Softswitch," but concluded "Class 5 softswitch and failover for their solution is an open source and common design used in the telecom industry." *Id.* at 23 (citing AR, Tab 7, Granite Tech. Eval. at 3). The protester argues "the VA is simply wrong, as a factual matter" because Granite's class 5 softswitch is a patented feature that "distinguishes EPIK from other solutions in the market, as does the manner in which

⁸ A "class-5 telephone switch" or "class-5 switch" "is a telephone exchange" that "provides telephone service to end customers locally in the exchange area." https://en.wikipedia.org/wiki/Class-5_telephone_switch (last visited July 15, 2025). Traditionally, class-5 switches are hardware-based switches, while a "softswitch" uses "software to perform its functions." <https://astppbilling.org/class-5-softswitch-open-source-is-essential-for-evolving-telecom-infrastructure> (last visited July 15, 2025). While Granite touts the patent-protected version of a class-5 softswitch used as part of EPIK, the evaluators noted that class 5 softswitches generally are available as "an open source and common design used in the telecom industry." AR, Tab 7, Granite Tech. Eval. at 5.

EPIK delivers failover capability.” Protest at 24. The protester asserts that Granite’s class 5 softswitch provides “superior failover capability” because it “runs locally rather than in the cloud” meaning “EPIK enables failover from one mode of connectivity to another seamlessly even during a call, without the need for reconfiguration.” *Id.* at 25. The protester contends the agency “failed to recognize or reasonably evaluate this aspect of Granite’s proposal.” *Id.*

As acknowledged by the protester, the record shows the evaluators discussed EPIK’s class 5 softswitch and failover capabilities described in Granite’s proposal. AR, Tab 7, Granite Tech. Eval. at 5. In fact, although not mentioned by the protester, the agency’s evaluators specifically recognized the section of Granite’s proposal summarizing EPIK’s “patent-protected and other proprietary features,” and concluded “[t]he features meet VA’s requirements.” *Id.* In responding to the protest, the agency clarifies that “Class 5 rated telecommunication softswitches and failover features are themselves common in the industry,” and that “[t]he proprietary feature of EPIK’s Class 5 Softswitch is that it is built into each EPIK device as opposed to a centralized model relying on off-premise or cloud-based deployment.” AR, Tab 5, TET Chair Decl. at 3 ¶ 13. The agency explains that “[u]se of a class 5 softswitch (whether on or off premises) and uninterrupted failover” did not impact the evaluation because the solicitation establishes that “connection is still required in the event of service disruption” meaning that EPIK’s particular type of class 5 softswitch and failover method met the requirements but did not merit assessment of a strength. *Id.* at 4 ¶ 13.

The protester replies that the TET chair’s explanation “misses the point,” because “Granite does not argue that *having* a Class 5 softswitch makes Granite’s proposal superior to others,” but “that the *unique characteristics* of Granite’s built-in Class 5 softswitch--which are patent-protected and otherwise proprietary--and the functions they enable deliver value that the other offerors’ solutions cannot provide.” Comments at 13. The protester insists that the agency “minimized or ignored those unique features and assumed, for purposes of the evaluation, that one Class 5 softswitch is the same as another.” *Id.* at 14. Granite’s argument, however, ignores, in part, that the evaluators specifically noted the representations in Granite’s proposal regarding the patented aspects of EPIK’s offering, and concluded that these proprietary features did not offer benefits beyond other class 5 softswitch and failover methods available in the marketplace, such that it warranted assessment of a strength. Granite’s insistence that its patented solution is better than other available solutions expresses nothing more than the protester’s disagreement with the evaluators’ judgments about the merits of the firm’s proposal, but such disagreement is insufficient to establish that the agency’s evaluation was unreasonable.⁹ See e.g., *CACI, Inc.--Federal*, B-420729.2, Mar. 1,

⁹ The protester also argues, based on the alleged defects in the evaluation of Granite’s own technical proposal, that “it seems likely” the agency failed to conduct a reasonable evaluation of MetTel’s technical proposal. Protest at 26. Granite provides no support for this bare assertion, and we dismiss it accordingly for failing to set forth a factually and legally sufficient basis of protest. 4 C.F.R. §§ 21.1(c)(4), (f); see e.g., *Eagle Techs.*, (continued...)

2023, 2023 CPD ¶ 51 at 9 (denying allegations that proposal merited strengths where, like here, contemporaneous evaluation record demonstrated that protester “holds a different opinion from the evaluators” about merits of protester’s proposal).

Source Selection Decision

The protester argues that the agency’s failure to conduct a qualitative assessment of proposals, to include the alleged evaluation errors discussed above, led the VA to make award on an LPTA “basis, contrary to the evaluation criteria and basis for award described in the RFP.”¹⁰ Protest at 15, *generally* at 15-20. Specifically, the protester contends that the report of Granite’s technical evaluation reflects a “simplistic box-checking exercise,” rather than a qualitative technical evaluation, and that “[s]uch an evaluation provides no basis for the Agency to make qualitative judgments about the extent to which offerors will perform as the VA requires, or the degree or level of confidence that the Agency should have with each offeror’s proposed technical and transition approaches.” *Id.* at 19-20. Without such judgments, the protester maintains, “the Agency has no basis for distinguishing reasonably between one offeror and another,” which “could *only* have resulted in the assignment of equal ‘Acceptable’ ratings to MetTel and Granite--a false equivalency” that did not permit award to be made on a best-value tradeoff basis, as required by the solicitation. *Id.* at 20 *also* at 27-28; *see also* Comments at 4-5. The agency responds that the SSA’s “best value determination was well-documented, reasonable, and entirely consistent with the RFP.” MOL at 14.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and nonprice factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation. *Id.* at 14. An award decision in favor of a lower-rated, lower-priced proposal must acknowledge and document any significant advantages of the higher-rated, higher-priced proposal, and explain why they are not worth the price premium; having performed this analysis, however, it is within an SSA’s

Inc., B-420135.2 *et al.*, June 22, 2022, 2022 CPD ¶ 198 at 7 (dismissing argument that evaluation of protester’s and awardee’s quotations was incorrect where protest lacked any explanation of what exactly the agency purportedly did wrong).

¹⁰ Alternatively, the protester argues that “even if the VA’s source selection process could be characterized as a ‘best value tradeoff’ instead of an improper LPTA award, the source selection decision still cannot stand because the underlying” evaluation of proposals was flawed. Protest at 27. As discussed above, we find no merit in the protester’s arguments concerning the underlying evaluation of proposals, thus this derivative argument is equally without merit. *See Cognosante MVH, LLC, supra* at 10 n.8.

discretion to choose the lower-rated, lower-priced proposal as the best value. *Intecon LLC*, B-422124.2, Apr. 22, 2024, 2024 CPD ¶ 108 at 10.

Here, contrary to the protester's arguments and as discussed in detail above, the record demonstrates the agency evaluated Granite's proposal in a manner consistent with the solicitation, and we find no basis to question the evaluators' conclusion that the proposal met, but did not exceed, the solicitation requirements. Further, the record shows the SSA conducted a comparison of MetTel's and Granite's proposals. See *generally* AR, Tab 9, SSD at 8-9. Under the most important factor--technical--the SSA found "that both proposals were essentially equal with no distinguishable difference between either Offeror." *Id.* at 8. Similarly, under the second most important factor--past performance--the SSA noted that because "both Offerors demonstrated a low risk of unsuccessful performance. . . this Factor was not a discriminator between the Offerors." *Id.* For the third most important factor--price--the SSA concluded that MetTel's 1.914 percent lower price was a discriminator in the firm's favor. *Id.* Lastly, under the fourth and least important factor--veterans' involvement--the SSA recognized that Granite received a higher rating and found the firm's proposal "demonstrates a greater commitment to including SDVOSB/VOSB [service-disabled veteran-owned small businesses and veteran-owned small businesses] in the execution of this requirement and is an advantage for" Granite. *Id.* at 9.

The SSA then considered the competing merits between Granite's advantage under the veterans' involvement factor and MetTel's advantage under the price factor. AR, Tab 9, SSD at 9. Taking into account the solicitation's evaluation methodology, the SSA explained that "[a]lthough [Granite's] rating under Veterans Involvement is slightly higher, the Veterans Involvement Factor is the least important Factor and when compared to Price, the Price Factor is significantly more important." *Id.* Thus, the SSA concluded, Granite's "minimal advantage under the least important Factor" did not justify payment of a price premium over MetTel's proposal. *Id.*

On this record, where the SSA clearly acknowledged the benefits of veterans' involvement associated with the protester's higher-rated, higher-priced proposal, but concluded the benefits did not merit paying the Granite's associated price premium, we find no basis to sustain the protest. See *e.g.*, *Intecon LLC*, *supra* at 10 (denying allegation of improper LPTA conversion where SSA considered protester's higher rating under one of three non-price factors, but concluded protester's technical advantage did not justify its price premium); *Arctic Slope Mission Servs. LLC*, B-417244, Apr. 8, 2019, 2019 CPD ¶ 140 at 11 (denying contention that agency converted the basis of award from tradeoff to LPTA where awardee and protester had same ratings under some factors but different ratings under others and SSA expressly considered the differences between proposals in selecting the best value).

The protest is dismissed in part and denied in part.

Edda Emmanuelli Perez
General Counsel