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Decision

Matter of: H2 Technology Group, LLC

File: B-423777; B-423777.2

Date: December 15, 2025

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Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protester's challenges to the technical evaluation of quotations are denied where the record of the agency's evaluation reflects reasonable judgments and conclusions.

DECISION

H2 Technology Group, LLC (H2TG), a small business of Huntsville, Alabama, protests the issuance of a task order to ThunderYard Liberty JV, LLC, a small business of Westlake, Ohio, under request for quotations (RFQ) No. 36C10B25Q0030, issued by the Department of Veteran Affairs (VA), Office of Information & Technology, for a comprehensive range of services in support of the VA's data and analytics integrated modernization and operations (DAIMO) program. The protester contends that the agency unreasonably evaluated H2TG's technical quotation, resulting in a flawed tradeoff decision.

We deny the protest.

BACKGROUND

The agency issued the RFQ as a small business set-aside to vendors holding General Services Administration's (GSA) Multiple Award Schedule (MAS) Information Technical Professional Service (GSA MAS 54151S) contracts. Agency Report (AR), Tab 4, RFQ

at 227.¹ The solicitation was issued to consolidate the development, enhancement, modernization, and daily operational sustainment of products and programs executed by the VA's Office of Information and Technology. *Id.* at 89; Contracting Officer's Statement (COS) at 1. In this regard, the RFQ requested quotations for a comprehensive range of information technology services, including "production and non-production support and provisioning, [o]perations and [m]aintenance [] for all product environments, project/product management, solution development, coordination with partners, software integration, testing, release management, technical support, training, content management, systems engineering, development, enhancements, modernization, and documentation." RFQ at 101. The RFQ contemplated the issuance of a single task order with fixed-price, time-and-materials, and cost-reimbursement line items. *Id.* The solicitation included a 12-month base period of performance with four 12-month optional periods and 16 "optional tasks" covering various areas of additional support. *Id.*; COS at 1.

As specified in the RFQ, the agency intended to issue the task order to the "best overall (i.e., best value)" quotation using five evaluation factors: (1) case study submission; (2) written technical solution; (3) in-person technical demonstration; (4) veterans involvement; and (5) price/cost. RFQ at 236. The evaluation was to proceed in a two-step evaluation process. *Id.* Step 1 consisted of the evaluation of quotations under the case study submission factor. *Id.* The evaluation under this factor, however, would "not [be] part of the best value tradeoff analysis[.]" *Id.* The higher-rated vendors under the case study factor would proceed to step 2, where the agency would evaluate quotations under all of the remaining factors on a best-value tradeoff basis. *Id.* The RFQ stated that the in-person technical demonstration factor would be more important than the written technical solution factor, which, in turn, would be significantly more important than the veterans involvement and price/cost factors, which are equally-weighted. *Id.* The non-price/cost factors, when combined, would be significantly more important than the price/cost factor. *Id.*

Only the agency's evaluation of quotations under the written technical solution factor and the in-person technical demonstration factor are at issue in this protest.

For the written technical solution factor, the solicitation asked vendors to submit a detailed technical approach addressing the requirements in the performance work statement (PWS), including the vendors' approaches to operations and maintenance, software development, database architecture, and staffing. *Id.* at 232. When evaluating each vendor's written technical solution, the agency would consider the vendor's understanding of the problem and the feasibility of its approach. *Id.* at 238.

¹ The RFQ was amended six times. All references in this protest to the RFQ are to RFQ amendment 0006, unless otherwise noted. Citations to agency report documents are to the internal page numbers marked in the documents; for documents without consecutive page numbers, we cite to the Adobe PDF page numbers.

For the in-person technical demonstration factor, the solicitation required vendors to deliver a live presentation addressing solutions for three scenarios. *Id.* at 233. The agency would then evaluate the presentation to assess each vendor’s “understanding of the complexity of each scenario and their ability to design and demonstrate effective solutions.” *Id.* at 239. The agency’s evaluation would “focus on several key areas: the depth of the [vendor’s] expertise with the relevant products and platforms, their skill in designing solutions to the specified problems, their capability to plan, staff and clearly communicate the implementation of these solutions, their subject matter expertise, and the level of innovation incorporated into their approach.” *Id.* The agency would assess each vendor’s presentation based on its understanding of the problem and the feasibility of its proposed approach. *Id.* Finally, the RFQ informed vendors that the in-person technical demonstration should include a slide presentation consisting of no more than 20 slides, and the agency would not permit any revisions to the vendor’s presentations. *Id.* at 233, 239.

The agency received 16 quotations in response to the solicitation, including quotations from ThunderYard and H2TG.² AR, Tab 11, Source Selection Decision (SSD) at 3. As relevant to the instant protest, the result of the evaluation of quotations was as follows:

	ThunderYard	H2TG
Written Technical Solution	Outstanding	Good
In-person Technical Demonstration	Outstanding	Acceptable
Veterans Involvement	Full Credit	Full Credit
Price	\$276,018,972	\$210,819,371

Id. at 5; COS at 5.

On July 16, the agency issued the task order to ThunderYard. COS at 4. That same day, the agency notified H2TG of the award and provided the firm with a brief explanation of the basis of award in accordance with Federal Acquisition Regulation (FAR) section 8.405-2(d). *Id.* at 5. This protest followed.

DISCUSSION

H2TG raises numerous challenges to the agency’s evaluation of its quotation. First, the protester contends that the agency unreasonably assigned multiple weaknesses, including a significant weakness, under the in-person technical demonstration factor, which was the solicitation’s most heavily-weighted factor. The protester further asserts that the agency applied a disparate evaluation standard when assessing weaknesses to H2TG’s in-person technical demonstration while assigning strengths for similar features in ThunderYard’s quotation. Second, H2TG alleges that the VA failed to assess several

² H2TG is a mentor-protégé joint venture between protégé HigherEchelon, Inc. and mentor Science Applications International Corporation (SAIC). Protest at 4. SAIC is the incumbent contractor for the majority of work contemplated under the solicitation. *Id.*

strengths to H2TG's written technical solution and its in-person technical demonstration. Finally, H2TG contends that because of the flawed underlying evaluation, the agency's resulting best-value determination was unreasonable.

Where, as here, an agency issues an RFQ to GSA MAS contractors 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 and applicable procurement laws and regulations. *UltiSat, Inc.*, B-418769.2, B-418769.3, Feb. 26, 2021, 2021 CPD ¶ 110 at 6. The evaluation of vendors' technical quotations is a matter within the agency's discretion, and our Office will not perform its own technical evaluation or substitute its judgment for that of the procuring agency. See, e.g., *NextStep Tech., Inc.*, B-416877, Jan. 3, 2019, 2019 CPD ¶ 16 at 4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2017 CPD ¶ 7 at 5-6.

Assessed Weaknesses

H2TG challenges every weakness assigned in each of the three scenarios under the in-person technical demonstration factor. The agency maintains that it reasonably assessed the disputed weaknesses and evaluated H2TG's quotation even-handedly and consistently with the RFQ's terms. Although we do not address every argument raised, we have considered them all and find no basis to sustain the protest. We address the protester's primary arguments below.

In-person Technical Demonstration, Scenario 1

H2TG first challenges a weakness assessed to its quotation for failing to "demonstrate an understanding of data ingestion that follows industry standards for Medallion architecture [principles]." Protest at 19. The protester contends that the agency improperly assigned this weakness based on the unreasonable application of unstated evaluation criteria because the RFQ did not require vendors to follow or demonstrate Medallion architecture.³ *Id.*

For scenario 1, vendors were required to "demonstrate the ingestion of two or more data sources utilizing two data ingestion capabilities to include cloud native tools and services available in Microsoft Azure to refine and curate a data product." AR, Tab 5, In-person Technical Demonstration (ITD) Guidelines at 4. The agency would evaluate each demonstration based on the vendors' "ability to design and demonstrate effective solutions," including their capability to "clearly communicate the implementation of these

³ "Medallion architecture" is a term that describes "a data design pattern or structure used to organize raw, refined, and curated data" in three layers--labeled as bronze, silver and gold--and is "one of many accepted industry patterns for structuring data ingestion and transformation." Protest at 19-20; see also AR, Tab 6, Technical Evaluation Team (TET) Chairperson Decl. at 2.

solutions, their subject matter expertise, and the level of innovation incorporated into their approach.” RFQ at 239.

The protester asserts that it “did, in fact, implement principles of Medallion architecture in its approach to Scenario 1,” but nevertheless contends that the agency unfairly assigned H2TG a weakness for failing to demonstrate an approach that was not specifically required by the solicitation. *Id.* The agency argues that because H2TG elected to include Medallion architecture as part of its data ingestion solution, the protester “cannot then fault [the agency] for assessing a [w]eakness based on the protester’s flawed understanding of it.” Memorandum of Law (MOL) at 4.

Where a protester challenges an evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Appsential, LLC*, B-419046 *et al.*, Jan. 22, 2021, 2021 CPD ¶ 63 at 13. In that regard, procuring agencies are not required to identify every area that may be taken into account; rather, it is sufficient that the areas considered in the evaluation be reasonably related to or encompassed by the stated criteria. *ERP Servs., Inc.*, B-419315, Feb. 24, 2021, 2021 CPD ¶ 85 at 3. Further, where a vendor elects to propose a particular approach—even one not specifically required by the solicitation—the agency is not precluded from considering the merits of that approach so long as its consideration is reasonably tied to the stated evaluation factors. *Id.* at 4-5 (noting that an agency was not required to ignore an aspect of a protester’s demonstration because the protester could have demonstrated its solution in a different way).

Here, H2TG chose to demonstrate its technical approach and understanding of data ingestion by implementing principles associated with Medallion architecture. Protest at 19-27. Because the RFQ indicated the agency’s intent to assess each vendor’s solution and ability to clearly demonstrate data ingestion capabilities, we see no basis to fault the agency for considering how clearly H2TG communicated its chosen approach. See *ERP Servs., Inc.*, *supra* at 4-5.

Turning to the protester’s substantive challenge of the assessed weakness, H2TG next argues that the agency “misunderstood” H2TG’s approach, which “clearly reflect[ed] the principles and best practices associated with Medallion architecture.” Protest at 19-27. The agency responds that H2TG’s arguments represent disagreement with the agency’s reasonable evaluation judgments and amount to a *post-hoc* attempt to fill substantive gaps in H2TG’s presentation. See Supp. MOL at 3-4.

We agree with the agency and find that the protester’s arguments amount to disagreement with the agency’s evaluation judgment. As an example, part of the agency’s explanation for the assessed weakness under scenario 1 was that H2TG’s presentation “described using the [DELETED] in their drawing of the Medallion architecture.” AR, Tab 11, SSD at 11-12. The VA noted that this is “not only inaccurate but also a significant design weakness in their solution [quotation] and demonstrates a lack of understanding of standard data ingestion processing[.]” *Id.* at 19. The protester

argues that this interpretation is unreasonable because H2TG's presentation did not describe using the [DELETED]. Protest at 21-24. Instead, H2TG asserts that its presentation graphic "shows that raw data is ingested from source databases," which H2TG argues is consistent with Medallion architecture. *Id.* at 21. The protester further explains that this graphic, read together with various statements included in the slides that follow it, shows that H2TG's solution did, in fact, demonstrate Medallion principles and best practices for raw data ingestion, data refinement, and data curation. *Id.* at 21-27; Comments & Supp. Protest at 3-6.

The agency contends that the protester articulates connections that it failed to make in its slide presentation. For example, the agency notes that H2TG failed to identify the three data layers (which are bronze, silver, and gold) in its slide graphic or specify where the raw, refined, or curated data is supposed to reside in H2TG's solution. MOL at 5-6; AR, Tab 6, TET Chairperson Decl. at 2-3. Although H2TG argues that the graphic and the text in subsequent slides should have allowed the agency to infer H2TG's approach from context, the agency notes that these subsequent slides also fail to include specific labels identifying the bronze, silver, and gold layers in H2TG's approach. See AR, Tab 6, TET Chairperson Decl. at 2-3. Nor did H2TG explicitly connect the graphic and these slides during its oral presentation. *Id.* at 3. The agency contends that, ultimately, H2TG's slides are vague, disconnected from each other, and otherwise appear unanchored to Medallion architecture principles. See MOL at 5-6; AR, Tab 6, TET Chairperson Decl. at 3.

It is well established that it is a vendor's responsibility to submit a well-written quotation for the agency to evaluate, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. *NetCentrics Corp.*, B-421172.2, B-421172.3, Oct. 23, 2023, 2023 CPD ¶ 247 at 5. Additionally, a protester's disagreement with the agency's evaluation and assessment, without more, does not establish that the evaluation was unreasonable. *Id.*

Based on our review of the record, we find that the protester has not demonstrated that the agency's evaluation was unreasonable. In this regard, we agree with the agency that the graphic the protester cites lacks explanatory detail. We likewise see no basis to fault the agency for not connecting various arrows and unlabeled graphics on one slide to various statements on subsequent slides.⁴ See, e.g., *NetCentrics Corp.*, *supra* at 5.

⁴ We note that throughout its protest filings H2TG provides additional explanatory details concerning H2TG's intended approach when arguing why the agency should have inferred connections that were not explicitly made during the presentation. See Protest at 21-27 (explaining the meaning of various notations included in H2TG's slide graphic). As discussed above, however, it is a vendor's responsibility to submit a quotation with adequately detailed information and a vendor that fails to do so risks an unfavorable evaluation. See *Mobomo LLC*, B-423027.2, B-423027.3, Jun. 17, 2025, 2025 CPD ¶ 142 at 6 (denying protest and noting that "[t]o the extent [the protester's] protest submissions attempt to more clearly articulate its proposed technical approach, (continued...)

Further, the protester's graphic not only fails to include labels for bronze, silver or gold layers--which the protester dismisses as "buzz words," see Comments & Supp. Protest at 3--but similarly fails to explicitly notate the layers of data to which those labels refer, *i.e.*, raw, refined, or curated data. See AR Tab 9b, H2TG's In-person Technical Demonstration at 6; AR, Tab 6, TET Chairperson Decl. at 3. Contracting agencies are not obligated to go in search of needed information that the vendor has omitted or failed to adequately present. *Applied Insight LLC*, B-421221; B-421221.3, Jan. 20, 2023, 2023 CPD ¶ 33 at 8. Neither is an agency required to piece together general statements and disparate parts of a protester's quotation to determine the protester's intent. *Black Sec. Prods., LLC*, B-423082, Dec. 20, 2024, 2024 CPD ¶ 11 at 4. By failing to include sufficient information in its slide presentation to clearly convey its intent, the protester risked receiving a lower rating. *NetCentrics Corp.*, *supra* at 5. Accordingly, we have no basis to conclude that the agency's evaluation of H2TG's presentation was unreasonable.

Finally, the protester argues that the record shows impermissible disparate treatment in the agency's evaluation of ThunderYard's presentation for scenario 1 compared to the agency's evaluation of H2TG's presentation. In this regard, the protester contends that both H2TG and ThunderYard proposed the use of [DELETED] but only ThunderYard received a significant strength for doing so. Comments & Supp. Protest at 14-15. The agency responds by arguing that H2TG mischaracterizes the basis for the assigned strength. Supp. MOL at 16-17. Specifically, the agency contends that it did not assess a strength based simply on ThunderYard's proposed use of [DELETED]. *Id.* Instead, the agency assessed a strength in ThunderYard's presentation based on ThunderYard's demonstration of its expertise and ability to perform data ingestion, refinement and curation. *Id.* (citing AR, Tab 14b, ThunderYard In-person Technical Evaluation at 2).

It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 6. Where a protester alleges unequal treatment, it must show that the agency unreasonably evaluated the protester's quotation in a different manner than another quotation that was substantively indistinguishable or nearly identical. *Mobomo, LLC*, *supra* at 6.

Here, we see no basis to conclude that the agency evaluated vendors' quotations disparately. As the agency correctly notes, the RFQ required all vendors to demonstrate expertise in [DELETED]. Supp. MOL at 16-17. The record shows that the significant strength the agency assessed in ThunderYard's quotation went beyond the simple use of these tools and instead included ThunderYard's demonstration of its ability to refine and curate a data product using Medallion architecture processes while applying these abilities to specific VA use cases. See AR, Tab 14b, ThunderYard In-

our review is limited to the quotation, as submitted, as contracting agencies are not responsible for evaluating information that is not included in a quotation.").

person Technical Evaluation at 2. Based on our review of ThunderYard's presentation, we agree with the agency that the slides not only show the tools ThunderYard proposed to use but also include explanatory details and clear labels illustrating how data moves through its proposed Medallion architecture. See AR, Tab 15b, ThunderYard In-person Technical Demonstration at 5-7. In contrast, as noted above, the protester's presentation lacked specific details identifying how it intended to process raw, refined, and curated data. See AR TAB 8b, H2TG's In-person Technical Demonstration at 2-3. On this record, we find that the differences in ratings stem from differences between the vendors' quotations. Accordingly, we deny this allegation.

In-person Technical Demonstration, Scenario 2

H2TG next challenges the agency's assessment of a significant weakness in the firm's quotation under scenario 2. As relevant here, under scenario 2, vendors were required to present their solution to modernize the "Veterans Affairs [Department of Defense] Identity Repository" and "include a technical roadmap with timelines for the solution to be implemented." AR, Tab 5, ITD Guidelines at 4-5. Vendors were required to "address the proposed Level of Effort explaining the resources, skillsets and DAIMO optional tasks required to achieve their solution." *Id.*

The agency assigned H2TG's quotation a significant weakness because the protester "only proposed a data science team for [DELETED]," which the agency viewed as insufficient to meet H2TG's own proposed implementation timeline and as introducing a "risk for deploying new capabilities with latent defects." AR, Tab 8b, H2TG In-person Technical Evaluation at 4.

The protester argues that the agency's evaluation finding is "simply incorrect" and a misstate[ment] of H2TG's quotation. Protest at 28. In this regard, H2TG contends that it identified "[DELETED]" as a "representative unit" and as an "illustrative" level of effort and "not the full projected staffing footprint over the contract term." *Id.* at 28-29. H2TG further contends that "[b]ecause optional tasks under the terms of the RFQ can be exercised at any time, there is no constraint that would tie team activation to a fixed schedule" of [DELETED] only. *Id.* In sum, the protester argues that the agency unreasonably interpreted H2TG's approach as limiting the involvement of the data science team to [DELETED]--instead of recognizing that H2TG's approach allows the government flexibility "to scale the number of [data science] teams based on evolving mission needs." See *id.*

The agency maintains that its interpretation was reasonable and that H2TG's *post-hoc* protest argument is contradicted by the substance of the firm's in-person technical demonstration. In this regard, the agency notes that H2TG's presentation included a slide entitled "Proposed Level of Effort," which identified the applicable optional task and level of effort for the data science team as: "Optional Task 9: 2 Small Scrum Teams, [DELETED]." MOL at 9 (citing AR, Tab 9b, H2TG In-person Technical Demonstration at 15). The agency states that neither the text of the presentation slides, nor the in-person demonstration itself, specified that [DELETED] of data science team support

was for “illustrative purposes” or that H2TG intended its data science team to provide support beyond that time.⁵ MOL at 10; AR, Tab 6, TET Chairperson Decl. at 4.

Based on our review of the record, we see no basis to question the agency’s interpretation. First, we see no support for the protester’s argument that the agency should have understood the reference to “[DELETED]” to be a “representative unit” and not the full proposed level of effort for the data science team. Indeed, this argument is belied by other information on this same slide, where, for other optional task teams, H2TG proposed differing levels of effort--thus indicating that [DELETED] was not a standard “representative unit.” Specifically, the presentation states that the intended level of effort for the “DevSecOps Team” and the “Development Team” were each “[DELETED].” See AR, Tab 9b, H2TG In-person Technical Demonstration at 15. The protester fails to persuasively explain why it included a “representative unit” of [DELETED] support for the data science team but then identified [DELETED] of support for two other teams--when all teams referenced on this slide are tied to optional tasks that could be exercised more than once.

Additionally, we are not persuaded by the protester’s argument that the weakness is unreasonable because optional task 9 allows the agency to require data science team support beyond a [DELETED] period. As noted above, the RFQ anticipated that scenario 2 would be evaluated to assess the vendor’s proposed level of effort, including the vendor’s explanation of the resources, skillsets and optional tasks required to achieve the vendor’s proposed solution. AR, Tab 5, ITD Guidelines at 4-5; RFQ at 239. The protester’s argument, in contrast, puts the onus on the agency to discern the appropriate level of effort for the data science team intended by H2TG’s solution. Accordingly, even if we were to agree that H2TG’s reference to [DELETED] was clearly intended only for “illustrative purposes,” which we do not, we would still find no basis to fault the agency for noting H2TG’s failure to clearly state the full level of effort intended for the data science team to support H2TG’s solution. On this record, we see no basis to sustain this protest allegation.

We next address the protester’s challenge to a separate aspect of the significant weakness assessed under scenario 2, which was based on the agency’s concern with H2TG’s use of an apparent “waterfall project planning” approach instead of demonstrating an “Agile methodology.” Protest at 30-31. H2TG argues that the agency misunderstood its presentation, which H2TG argues used “Agile terminology.” *Id.*

⁵ The agency notes that the contemporaneous record supports this interpretation, with individual evaluator notes, taken during the presentation, that are consistent with the TET chairperson’s post-protest analysis. Supp. MOL at 7 (citing AR, Tab 13D, Evaluator D Notes at 4) (“Data Science team only needed [DELETED]? That seems very limited. No long term support from data architect or data scientists for data quality validation and testing through the project.”); (AR, Tab 13F, Evaluator F Notes at 4 (“Did not seem [data quality] was baked into future [level of effort].”).

The agency explains that “waterfall project planning” generally “divides a project into distinct phases that must be completed [] before moving on to the next phase.” AR, Tab 6, TET Chairperson Decl. at 4 (noting that “[u]nlike waterfall project planning, Agile methodology is an approach that focuses on iterative development where requirements and solutions evolve through collaborative effort and the project adapts to changes”). The agency notes that H2TG included, at slide 14, a bar-graph timeline showing segments of [DELETED] periods. *Id.* The agency avers that using a timeline of [DELETED] segments is not indicative of an Agile methodology, which “generally consists of small units or sprints [] much shorter than [DELETED].” *Id.* at 5. Additionally, for the first [DELETED], the timeline shows no overlap between identified events, which is also consistent with waterfall project planning rather than an Agile methodology. *Id.*

We find the agency’s evaluation reasonable. The protester faults the agency for not inferring that H2TG intended to use an Agile methodology based on H2TG’s use of Agile terminology in its slide presentation. See Protest 30-31. As noted above, however, a vendor bears responsibility to clearly articulate its approach. *NetCentrics Corp., supra* at 5. Our review of H2TG’s timeline shows hallmarks of a waterfall approach, including no overlap between events for the first [DELETED]. See AR, Tab 9b, H2TG In-person Technical Demonstration at 14. On this record, we see no basis to question the agency’s judgment and no basis to object to the significant weakness assessed under scenario 2.

In-person Technical Demonstration, Scenario 3

Under scenario 3, vendors were required to demonstrate their solution for monitoring all data and analytics products identified in the PWS, including real-time monitoring and alerting, data quality monitoring, and disaster recovery and backup monitoring. AR, Tab 5, ITD Guidelines at 5. The agency assigned two weaknesses to H2TG’s presentation for scenario 3 for (1) failing to “describe how they would alert, monitor or resolve data quality issues” and (2) failing to demonstrate disaster recovery and system backup monitoring. AR, Tab 11, SSD at 13.

Data Quality Monitoring

For the first weakness, the agency explains that H2TG “did not describe how they would resolve data issues related to data patterns, trends, and/or understanding database structure, entities and relationships [] or how they would develop corrective measures using VA tools as part of their operations and maintenance approach for data quality monitoring.” *Id.*

The protester argues that the agency’s finding is “inaccurate.” Protest at 31. H2TG states that its proposed architecture uses tools such as [DELETED] for both “infrastructure or application monitoring,” as well as for “detecting and responding to data quality issues across the DAIMO environment.” Protest at 31-32. The protester

asserts that its “demonstration clearly explained how H2TG monitors for data quality issues tied to trends, relationships, and structure.” *Id.* at 33.

In response, the agency included a declaration from the TET chairperson explaining that H2TG’s presentation discussed, at “a high-level,” tools such as [DELETED] to “explain that these are the tools H2TG plans to use.” AR, Tab 6, TET Chairperson Decl. at 6. However, “H2TG did not describe *how* the tools would be used to alert, monitor, or resolve data quality issues.” *Id.* In addition, the TET chairperson explains that the monitoring tools that H2TG demonstrated in its presentation are “used to monitor system health/performance and not data quality” and “would not monitor and alert on data quality issues which is the basis for the weakness identified by the TET in H2TG’s evaluation.” *Id.*

The protester argues that the agency clearly misinterpreted its oral presentation and contends that we should not give any weight to the agency’s post-protest declaration because it “does not appear to align with the contemporaneous evaluation record[.]” Comments & Supp. Protest at 9.

Our Office has stated that in the context of a FAR subpart 8.4 procurement, the agency’s evaluation judgments must be documented in sufficient detail to show that they are reasonable. *See, e.g., Analytica, LLC*, B-418966, Nov. 9, 2020, 2020 CPD ¶ 365 at 7. At the same time, we have found that apart from documenting evaluation judgments, subpart 8.4 does not expressly require an agency to record or otherwise transcribe the content of vendors’ oral presentations. *Id.* In addition, while it is well established that our Office accords greater weight to contemporaneous materials as opposed to judgments made in response to a protest, post-protest explanations that provide a more detailed rationale for contemporaneous conclusions and fill in previously unrecorded details will generally be considered in our review so long as those explanations are credible and consistent with the contemporaneous record. *Enterprise Sols. & Mgmt. Corp.*, B-421776, Sep. 28, 2023, 2023 CPD ¶ 231 at 9.

Here, we find the agency’s contemporaneous documentation of H2TG’s oral presentation to be thorough and otherwise consistent with an agency’s documentation obligations for a procurement conducted under FAR subpart 8.4. We likewise find the agency’s post-protest explanations from the TET chairperson to be credible and consistent with the contemporaneous evaluation record.

For example, the agency explains that while H2TG’s presentation included a demonstration of “tools such as [DELETED],” H2TG’s presentation did not describe “how they would alert, monitor or resolve data quality issues[.]” AR, Tab 11, SSD at 20. The agency’s position is further supported by individual evaluator notes, taken during the presentation, that likewise identify concerns with H2TG’s demonstration on data quality monitoring. AR Tab 13C, Evaluator C Notes at 5 (“[M]issed the mark on data quality.”); AR, Tab 13D, Evaluator D Notes at 5 (“Barely mentioned data quality at all, monitoring was only for exceptions that are [DELETED] it appears [and] didn’t focus on management of data quality issues detected.”); AR Tab 13E, Evaluator E Notes at 5

("Data Quality Monitoring [not included]."). Beyond expressing disagreement with the agency's evaluation conclusions, H2TG has not demonstrated that the agency's evaluation judgment was unreasonable. More is required to sustain H2TG's protest. See *Electrosoft Servs., Inc., supra* at 5-6.

Next, the protester argues that the agency treated vendors disparately when evaluating vendors' data monitoring solutions. In this regard, the protester argues that the agency assessed a weakness in H2TG's presentation for data monitoring while assigning ThunderYard a significant strength for a "demonstration [that] included application of VA approved tools such as [DELETED] to log and alert data quality issues." Comments & Supp. Protest at 9 (citing AR, Tab 11, SSD at 20). H2TG argues that because it also described the use of these same tools, this is a "textbook example of improper disparate treatment." *Id.* at 10.

Based on our review of the record, we find that differences in the vendors' presentations reasonably explain the differing evaluation treatment. In this regard, we note that ThunderYard's presentation went beyond identifying the [DELETED] tools. The agency explained that ThunderYard's demonstration:

[DELETED]

AR, Tab 14b, ThunderYard In-person Technical Evaluation at 4. In addition, the agency notes that ThunderYard's presentation included a slide that identified a specific "Use Case" illustrating how Thunderyard intended to "[p]roactively detect data drift or other data reliability issues." Supp. MOL at 17-18 (citing AR, Tab 15b, ThunderYard In-person Technical Demonstration at 18). In contrast, the agency assessed a weakness to H2TG's demonstration because it "did not describe how they would alert, monitor or resolve data quality issues." See AR TAB 8b, H2TG's In-person Technical Evaluation at 4-5. Based on the record before us, the protester has failed to demonstrate that the differences in the respective ratings did not stem from differences between the vendors' quotations. See *Mobomo, LLC, supra* at 6.

Disaster Recovery and Backup Monitoring

H2TG also challenges the second weakness assigned to its quotation under scenario 3: that H2TG "did not demonstrate disaster recovery [] and system backup monitoring." AR, Tab 11, SSD at 13. The protester argues that the agency "ignore[d] the material covered on Slide 17," which references both "failover monitoring . . . and backup health checks." Protest at 35. In this regard, the protester contends that H2TG's in-person demonstration "clearly outlined how [disaster recovery] and backup monitoring are integrated" into its approach. *Id.* at 35-36.

The agency responds that slide 17 "only references the benefits of [disaster recovery] in monitoring," and notes that H2TG's discussion of "failover monitoring" is not the same as disaster recovery. AR, Tab 6, TET Chairperson Decl. at 6-7. The agency explains that although H2TG listed several tools it would use for disaster monitoring, the firm "did

not demonstrate how the tools would be used for [disaster recovery] and system backup monitoring.” *Id.* at 7. Consequently, the agency maintains that H2TG’s demonstration did not demonstrate disaster recovery and system backup monitoring. *Id.*

The protester asserts that the agency’s interpretation of H2TG’s in-person demonstration is incorrect and again argues that we should disregard the agency’s post-protest explanation. Comments & Supp. Protest at 3.

Here, too, we find the explanations proffered in the TET chairperson’s declaration to be credible and consistent with the contemporaneous record. First, the TET chairperson’s analysis is consistent with statements in the SSD noting that H2TG’s presentation did not demonstrate disaster recovery and system back-up monitoring. AR, Tab 11, SSD at 20. Additionally, contemporaneous individual evaluator records likewise support the post-protest explanation provided by the TET chairperson. See AR TAB 13D, Evaluator D Notes at 5 (“Demonstrated outages but no [disaster recovery] or backup monitoring capability demonstrated. The demo barely mentioned backups or disaster recovery capabilities.”) AR, Tab 13E, Evaluator E Notes at 5 (“Disaster Recovery & Backup...no...backups and alerts about their health, but no [disaster recovery] mention.”); AR Tab 13F, Evaluator F Notes at 5 (“The demo was shown on the backup alerts for outages. Barely mentions disaster recovery and backup specifically in demo.”). In sum, on the record before us, we see no basis to question the agency’s judgment on the assessment of weaknesses in H2TG’s quotation under scenario 3.

Unassessed Strengths

Next, the protester identifies numerous aspects of its written technical solution and in-person technical demonstration that it contends the agency unreasonably failed to credit as strengths. Protest at 37-45. The agency responds that while it considered each of these aspects of the protester’s quotation, the agency did not view these features to be strengths. COS at 5-6; MOL at 17-22; AR, Tab 6, TET Chairperson Decl. at 7-9.

As a threshold matter, the assignment of strengths is generally a matter within the agency’s broad discretion, and our Office will not object to an agency’s judgment regarding whether specific features identified in a quotation exceed solicitation requirements unless the protester demonstrates that the evaluation was unreasonable. *IT Concepts, Inc.*, B-422152, B-422152.2, Jan. 16, 2024, 2024 CPD ¶ 25 at 12. When a protester challenges an agency’s failure to assign a strength for an aspect of the protester’s quotation, we review whether the agency’s explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. See, e.g., *22nd Century Techs., Inc.*, *supra* at 5. An agency’s contemporaneous evaluation record is not required to prove a negative, however, or document all determinations of adequacy, such as why a quotation did not receive a strength or weakness. *Id.* (explaining that “an agency is not required to document all aspects of its evaluation or explain why a quotation did not receive a strength, weakness, or deficiency for a particular feature”).

As noted above, in responding to the protest, the agency included a declaration from the TET chairperson that explains why the agency did not assign strengths to the identified features in the protester's quotation. AR, Tab 6, TET Chairperson Decl. at 7-9. As shown by the representative examples below, we conclude that the agency has demonstrated that it reasonably determined that the identified features did not merit the assignment of unique strengths.

For example, the protester contends that the agency should have assessed a strength under the written technical solution factor for the protester's commitment that "[DELETED] [percent] of the required staff will be fully operational within 45 days of contract award," to include "a team consisting of [DELETED] experienced and qualified incumbent personnel." Protest at 38-39. The protester argues that this "proven team with extensive VA experience" should have been recognized as a strength. *Id.* at 38. The agency explains, however, that [DELETED] personnel comprise only a portion of the staffing that is necessary to meet all of the immediate hiring needs required by the solicitation. AR, Tab 6, TET Chairperson Decl. at 8. Additionally, given the breadth of contracts and products under the VA's DAIMO program, the agency notes that "these incumbent personnel have touched less than half of DAIMO's products." *Id.* As a result, the agency did not view this quotation aspect--to use a portion of the required staffing experienced in only some of DAIMO's products--as a feature that exceeded requirements under the RFQ. *Id.*

On this record, we see no basis to question the agency's determination that these quotation aspects did not exceed the RFQ's requirements in a manner that merited a strength. Additionally, to the extent that the protester argues for greater credit because of its incumbency,⁶ our decisions have repeatedly noted that "[t]here is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent[.]" *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7.

The protester also alleges that the agency should have credited H2TG's written solution with a strength for the firm's "proven experience with Agile delivery" cited in its approach to software development. Comments & Supp. Protest at 13. The agency responds that this aspect of H2TG's quotation did not exceed requirements because Agile delivery is the industry standard for software development. AR, Tab 6, TET Chairperson Decl. at 8-9. In addition, the agency notes that the PWS also requires adherence to an Agile methodology; consequently, the evaluators did not view the restatement of features required by the solicitation as exceeding solicitation requirements. MOL at 18 (citing RFQ at 101) (requiring that services "adhere to the DevOps and [A]gile methodologies"). Agencies are not required to assign strengths for quotation aspects that merely meet the solicitation's requirements. *SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov't, Inc.*, B-413220.4 *et al.*, May 19, 2017, 2017 CPD ¶ 173 at 11. Accordingly, we

⁶ As discussed above, SAIC, one of the members of the H2TG joint venture, is the incumbent contractor for this requirement.

see no basis to question the agency's judgment that these quotation aspects did not merit strengths.

In sum, we find no basis to object to the agency's evaluation and conclude that the agency reasonably evaluated H2TG's quotation when declining to assess these additional strengths. H2TG's complaints reflect nothing more than its disagreement with the agency's judgments and provide no basis to sustain the protest. *SMS Data Prods. Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 6-7.

Best-Value Tradeoff

Finally, the protester argues that the agency's best-value tradeoff decision was improper because it was based on a flawed underlying evaluation. Comments & Supp. Protest at 16-17. This allegation is derivative of H2TG's various challenges to the agency's evaluation, which we have concluded do not provide a basis to sustain the protest. Accordingly, we dismiss this allegation because derivative allegations do not establish an independent basis of protest. See, e.g., *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, 2018 CPD ¶ 394 at 8.

The protest is denied.

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