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Decision

Matter of: A Square Group LLC

File: B-424052; B-424052.2; B-424052.3

Date: February 12, 2026

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DIGEST

1. Protest alleging the agency unreasonably failed to assign strengths to the protester's proposal is denied where the agency's evaluation was reasonable and in accordance with the solicitation.
 2. Protest that the agency disparately evaluated the proposals of the protester and the awardee is denied where the record shows that the differences in the agency's evaluation stemmed from differences in the proposals.
 3. Protest challenging the agency's comparative analysis and source selection decision is denied where the agency's best-value tradeoff and source selection decision were reasonable, adequately documented, and consistent with the terms of the solicitation.
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DECISION

A Square Group LLC, a small business of Frederick, Maryland, protests the issuance of a task order to LightGrid, LLC, a small business of Virginia Beach, Virginia, under request for proposals (RFP) No. 832571223, issued by the Department of Defense, Defense Information Systems Agency (DISA) for technical and operational support services. The protester alleges that the agency improperly evaluated proposals and conducted a flawed best-value tradeoff.

We deny the protest.

BACKGROUND

Pursuant to Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the RFP on June 20, 2025, to firms holding a DISA Systems, Engineering, Technology, and Innovation small business suite indefinite-delivery, indefinite-quantity (IDIQ) contract. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. The RFP, which the agency amended twice, sought proposals for technical and operational support services to maintain the global network infrastructure of the Defense Commissary Agency (DeCA). *Id.* at 2; Agency Report (AR), Tab 1a, Performance Work Statement (PWS) at 1. As explained in the RFP:

DeCA operates approximately 236 commissaries, 11 central distribution centers . . . , and 3 regional offices worldwide to provide a premier quality of life benefit to the armed services. To accomplish this mission, DeCA is dependent upon its global infrastructure to support its core mission of selling groceries through its retail point of sale . . . system and services and its other business functions (e.g., debit and credit card transaction authorizations, "just in time" product ordering, shipping, receiving, invoicing and billing).

PWS at 1.

The RFP contemplated issuance of a single, fixed-price task order with cost-reimbursement line items for other direct costs. AR, Tab 1, RFP at 1. The period of performance comprises a 1-year base period and four 1-year options. *Id.* The RFP stated that the agency would make its source selection decision on a best-value tradeoff basis, considering two factors: technical/management approach; and price. *Id.* at 4-5.

The technical/management approach factor consisted of three subfactors: network and cyber operations staffing and management; cybersecurity compliance and risk management; and voice over internet protocol (VoIP) technical approach and sustainment strategy. *Id.* The network and cyber operations staffing and management subfactor and the cybersecurity compliance and risk management subfactor were equally important and would be considered in the agency's tradeoff analysis, while the VoIP technical approach and sustainment strategy subfactor would be evaluated on an acceptable or unacceptable basis. *Id.* The RFP further provided that the technical/management approach factor was more important than price. *Id.* at 5. Only the network and cyber operations staffing and management subfactor and the cybersecurity compliance and risk management subfactor are relevant to the protest allegations.

The RFP did not provide specific content instructions with respect to the technical/management approach factor, stating that "[t]he technical portion of the proposal shall include information regarding the offeror's ability to conform to all

required terms and conditions in the solicitation[,]" and providing a limit of 40 pages for that portion of proposals. *Id.* at 3-4.

The RFP stated that the agency would evaluate proposals under the network and cyber operations staffing and management subfactor as follows:

Offerors will be evaluated on their demonstrated ability to effectively manage and staff operations across the Network Operations Center (NOC), Enterprise Wireless, and Security Operations Center (SOC). Evaluation will consider the proposed recruiting, hiring, training, and personnel management plans that ensure mission continuity and quality service delivery.

Id. at 4-5. The RFP also identified three PWS tasks as being related to the subfactor. *Id.*

With respect to the cybersecurity compliance and risk management subfactor, the RFP stated that the agency would evaluate proposals as follows:

Offerors will be evaluated on their technical approach to performing cybersecurity assessments and managing risk in accordance with [Department of Defense (DOD) Instruction] 8510.01[, Risk Management Framework (RMF) for DOD Information Technology (IT)], [National Institute of Standards and Technology], and [payment card industry] standards. This includes methods for assessing systems, applications, and networks to ensure ongoing compliance and risk mitigation.

Id. at 5. The RFP also identified one PWS task as being related to the subfactor. *Id.*

The RFP provided that the agency would assign adjectival ratings to proposals for each of these two subfactors using one of the following: blue/outstanding; purple/good; green/acceptable; yellow/marginal; and red/unacceptable. Relevant here, the agency would use the following definitions:

Color	Rating	Description
Blue	Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Id. at 4; AR, Tab 1e, Evaluation Tables at 1.

The agency received five timely proposals, including from the protester and LightGrid. COS/MOL at 5. The agency evaluated the proposals submitted by the protester and LightGrid as follows:

	A Square Group	LightGrid
TECHNICAL/MANAGEMENT APPROACH		
Network and Cyber Operations Staffing and Management	Green/Acceptable	Blue/Outstanding
Cybersecurity Compliance and Risk Management	Green/Acceptable	Green/Acceptable
VoIP Technical Approach and Sustainment Strategy	Acceptable	Acceptable
PRICE	\$85,181,654	\$99,827,538

AR, Tab 2, Price Negotiation Memorandum (PNM) at 6-7.

The contracting officer, who served as the source selection authority, reviewed and agreed with the findings of the technical evaluation team, which had concluded that LightGrid's proposal was technically superior to the other proposals the agency received. *Id.* at 7; AR, Tab 9a, Selection Recommendation Document (SRD) at 11. The contracting officer further agreed with the evaluators' conclusion that the technical advantages of LightGrid's proposal warranted paying the associated price premium as compared to the protester's proposal. AR, Tab 2, PNM at 9-10; AR, Tab 9a, SRD at 11-12. The contracting officer therefore selected LightGrid for receipt of the task order. AR, Tab 2, PNM at 10.

This protest followed.¹

DISCUSSION

The protester alleges that the agency improperly evaluated its proposal, failing to assign strengths that were merited under the RFP's terms as well as for aspects of its proposal that were similar to those for which the agency assigned strengths to LightGrid's proposal. The protester also alleges that the agency's best-value tradeoff was flawed and failed to give appropriate consideration to the protester's lower proposed price. We have reviewed the protester's allegations and the record and conclude that there is no basis to sustain the protest.²

Failure to Assign Strengths

The protester alleges that the agency unreasonably failed to assign strengths to its proposal under both the network and cyber operations staffing and management subfactor and the cybersecurity compliance and risk management subfactor, and that its proposal therefore merited a higher rating than assigned by the agency. Supp. Protest at 4-11; Comments & 2nd Supp. Protest at 4-16. The agency responds that it reasonably determined that the protester's proposal did not merit strengths under those subfactors. COS/MOL at 17-39.

¹ As the value of the issued task order exceeds \$35 million, this protest is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

² The protester also alleged that the agency improperly conducted a price realism analysis and erred in not opening discussions pursuant to Defense Federal Acquisition Regulation Supplement section 215.306(c)(1) but subsequently withdrew those allegations. See Comments & 2nd Supp. Protest at 4 n.2; Resp. to Req. for Partial Dismissal at 1 n.1. Additionally, the protester alleged that the agency could not have reasonably found that LightGrid's proposal offered a lower risk than the protester's proposal because of the protester's incumbent staffing approach, and the agency therefore unequally assigned ratings to proposals. Protest at 4-5; Supp. Protest at 12-14. We dismissed those allegations as factually and legally insufficient because there 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 offeror. Electronic Protest Docketing System No. 21; see, e.g., *AECOM Tech. Servs., Inc.*, B-422030, B-422030.2, Jan. 2, 2024, at 5 (dismissing allegation that protester's incumbent status meant its corporate experience must be superior).

The protester raises other collateral arguments. While we do not address each of the protester's allegations and variations thereof, we have reviewed them all and conclude that none provides a basis to sustain the protest.

The evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, at 15. When reviewing protests of an award in a task order competition, we do not reevaluate proposals but, rather, 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. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, at 7. A protester's disagreement, without more, does not form the basis for us to conclude that an evaluation was unreasonable. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, at 7.

Additionally, an agency's judgment that the features identified in the proposal did not significantly exceed the requirements of the solicitation--and thus did not warrant the assessment of unique strengths--is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, at 8 n.4. In that regard, an agency's contemporaneous evaluation record is not required to "prove a negative," or document determinations of adequacy (*i.e.*, why a proposal did *not* receive a strength or weakness). See, e.g., *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, at 10 n.15; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, at 8; *By Light Pro. IT Servs., LLC*, B-417191.3, Dec. 4, 2019, at 4 n.5; *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, at 17; see also FAR 15.305(a). When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we continue to review whether an agency's explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. See *By Light Prof'l Servs.*, *supra* at 4-5 (finding the post-protest explanations provided by the agency established the reasonableness of the evaluation regarding the alleged unacknowledged strengths); *Cognosante*, *supra* at 7-8 (same).

In arguing that its proposal merited strengths, the protester points to the PWS tasks the RFP listed as being related to the subfactors, contending that its proposal had merit or exceeded the PWS requirements to the advantage of the agency. We discuss two representative examples here.

PWS Subtask 6.1.1

The first PWS task the RFP listed as related to the network and cyber operations staffing and management subfactor is subtask 6.1.1, which requires the selected contractor to "[p]rovide physical and logical network management including the proactive operations management and control of the data transport, data network equipment, and cloud infrastructure." PWS at 3. The PWS goes on to provide further details on services to be provided, as well as qualification requirements for personnel. *Id.* at 3-5.

The protester contends that its proposal exceeded requirements for this task in several respects. The protester points first to statements in its proposal that a member of its team that performed on the incumbent effort exceeded the PWS's relevant service level agreements (SLA), stating that the team member "achieved a [DELETED] percent store circuit uptime (compared to the PWS requirement of 95 percent . . .) and a [DELETED] response and resolution percentage (compared to the PWS's 95 percent . . .)." Supp. Protest at 6. The agency provides a declaration from the lead member of the technical/ management evaluation team stating that "[p]ast performance was not a part of the evaluation criteria[.]" and that the agency did not assign a strength because the protester's proposal did not demonstrate how it would continue this past success. AR, Tab 10, Technical Decl. at 3-4. The protester responds that "the RFP did not limit the scope of information that an offeror could include in its technical proposal so long as it adequately demonstrated the offeror's ability to satisfy the PWS and RFP requirements[.]" and therefore that the protester's "reliance on the corporate experience of its team fell squarely within the RFP's description of what information an offeror could rely on." Comments & 2nd Supp. Protest at 8.

We need not resolve the parties' disagreement regarding the consideration of past performance information, as we conclude that the protester's proposal did not clearly demonstrate an ability to exceed performance requirements, as the protester argues. With respect to store circuit uptime, the protester's proposal stated that the "[s]tore [c]ircuit [u]ptime SLA is 95 [percent] and [the protester's team member] [a]chieved [DELETED] [percent]." AR, Tab 6p, Protester Technical/Management Approach Proposal at 2. The relevant SLA in the PWS, however, states that the acceptable quality level is that "95 [percent] of stores each month measure 99 [percent] or better uptime[.]" PWS at 82. It is therefore unclear whether the proposal's statement that the protester's team member "[a]chieved [DELETED] [percent]" is a representation that the team member achieved the 99 percent or better uptime requirement for [DELETED] percent of stores each month, or that the team member achieved [DELETED] percent uptime for the required 95 percent of stores. The former would exceed the SLA, while the latter would only meet it. Thus, while the protester represents that its team member exceeded this SLA, the data provided do not clearly support that statement.

Similarly, while the protester's proposal stated that the "[r]esponse and [r]esolution SLA [t]arget is 95 [percent] and [the protester's team member] [a]chieved [DELETED] [percent,]" AR, Tab 6p, Protester Technical/Management Approach Proposal at 2, that statement does not fully capture the relevant SLA criteria. As stated in the PWS, the acceptable quality level requires that 95 percent of all monthly problems receive a response within 15 minutes, *and* that problems at defined priority levels be resolved within stated timeframes. PWS at 81. The statement in the protester's proposal that its team member "[a]chieved [DELETED] [percent]" therefore does not make clear whether and how that percentage encompasses all aspects of the relevant SLA.

It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its offer evaluated unfavorably where it fails to submit an

adequately written proposal. *PEAKE*, B-417744, Oct. 11, 2019, at 4. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *Candor Sols., LLC*, B-417950.5, B-417950.6, May 10, 2021, at 9. Here, contrary to the protester's argument, the protester's proposal does not clearly demonstrate that its team member exceeded requirements in performance on the incumbent effort. The agency therefore reasonably did not find that these statements in the protester's proposal supported assignment of a strength.

The protester also points to the requirement in PWS subtask 6.1.1 that contractor personnel were to "[h]ave familiarity with at least one network management product such as IBM Tivoli, Solarwinds, OPManager, WhatsUpGold, or equivalent." PWS at 5. The protester argues that its proposal demonstrated knowledge and expertise with over 16 products, including several identified by the PWS, thereby exceeding the RFP's requirements and meriting assignment of a strength. Supp. Protest at 6. The agency responds that the referenced portion of the protester's proposal states only that the protester would utilize those tools, but "does not specifically reference individual . . . personnel or their familiarity with any particular network management product." AR, Tab 10, Technical Decl. at 5.

On our review of the record, we conclude that the agency has reasonably explained why it did not assign a strength. The protester's proposal provides a table of "[t]ools [u]tilized" that lists various products and describes their uses. AR, Tab 6p, Protester Technical/Management Approach Proposal at 6-7. While the proposal states that these tools are "backed by the expertise of our experienced team[.]" *id.* at 6, it does not state that its personnel have experience with those tools or otherwise provide information to demonstrate that the protester's personnel have familiarity with them. In that way, the protester's proposal does not clearly demonstrate that the protester's approach would exceed the requirements of PWS subtask 6.1.1--which the RFP identified as related to the subfactor--or have merit to the advantage of the agency with respect to the management and staffing of operations. The protester therefore has not demonstrated that the agency's decision not to assign a strength in this regard was unreasonable.

The protester's final argument with respect to PWS subtask 6.1.1 is that its proposal merited a strength for continuity and an associated reduction in risk because its "personnel proposed . . . have supported DeCA continuously for a decade or more." Supp. Protest at 7. The agency responds that it recognized the protester's incumbent staffing approach and its proposed personnel's experience but concluded that the protester's "proposed staffing approach was adequate to meet relevant requirements, nothing more." AR, Tab 10, Technical Decl. at 6; *see also id.* ("[P]erforming root cause analysis, resolving issues, escalating incidents, and ensuring continuity are baseline PWS requirements. Ultimately, Protester's proposal did not provide adequate details demonstrating how its staffing approach had merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.") (internal citations omitted).

While the protester contends that its proposal of incumbent personnel was an aspect of its proposal that had merit and would be advantageous to the government such that it merited a strength, Comments & 2nd Supp. Protest at 11, that argument presents only the protester's disagreement with the agency's evaluative judgment. As we have noted, there is no requirement that an incumbent be given extra credit for its status as such. *Candor Sols.*, *supra* at 15 n.12. Accordingly, the protester's disagreement with the agency's conclusion that its proposal of incumbent personnel did not warrant assignment of a strength, without more, provides no basis for us to question the agency's evaluation. *Id.*

PWS Subtask 6.5.1

The protester also alleges that the agency unreasonably failed to assign a strength to its proposal under the cybersecurity compliance and risk management subfactor, to which the RFP stated PWS subtask 6.5.1 was related. RFP at 5. That subtask requires the contractor to “[c]onduct security assessments . . . and evaluate the risk to DeCA information systems, enclaves, products, technology, and applications[.]” PWS at 45. Similar to the arguments addressed above, the protester contends that its proposal warranted a strength under this subfactor for the experience of incumbent personnel and demonstrated success on the incumbent effort. Supp. Protest at 10-11. The agency responds that the RFP did not provide for consideration of past performance information under this subfactor, and that the agency noted the protester's incumbent staffing approach and concluded that it met requirements but did not merit a strength. AR, Tab 10, Technical Decl. at 10-11.

With respect to the discussion in the protester's proposal of successful performance on the incumbent effort, we agree with the agency that the RFP did not contemplate consideration of past performance information under the cybersecurity compliance and risk management subfactor. The RFP stated that proposals would be “evaluated on their technical approach to performing cybersecurity assessments and managing risk[.]” including “methods for assessing systems, applications, and networks to ensure ongoing compliance and risk mitigation.” RFP at 5. In stating that the agency would evaluate the “technical approach” and “methods,” the RFP made clear that the agency would consider what offerors proposed to do, rather than assess what they previously had done. The protester has not shown that its proposal clearly demonstrated a correlation between past successes and how the protester proposed to perform the requirements solicited here. Accordingly, the agency reasonably did not consider past performance information in the protester's proposal under this subfactor.

The protester also contends that its proposal merited a strength for the experience and knowledge of the incumbent personnel the protester proposed. As with the previous subfactor, the protester has not provided any argument beyond its disagreement with the agency's assessment of the merits of its proposal. The agency considered the protester's proposed approach, including the use of incumbent personnel, and concluded that it would meet requirements but did not warrant assignment of a strength. The protester's disagreement with that judgment, without more, is insufficient to

demonstrate that the agency's evaluation was unreasonable. We therefore deny this ground of protest.

Unequal Assignment of Strengths

Next, the protester alleges that the agency unequally evaluated proposals in assigning two strengths to LightGrid's proposal for aspects the protester contends were substantially similar to those in its own proposal. Comments & 2nd Supp. Protest at 2-4; Supp. Comments at 2-3, 4-6. The agency responds that the differences in the evaluation stemmed from differences between the proposals. Supp. MOL at 4-9.

It is a fundamental principle of federal procurement law that agencies must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *NTT Data Servs. Fed. Gov't, LLC*, B-421708.3, B-421708.4, Nov. 27, 2023, at 10. To prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded or failed to credit its proposal for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *CAE USA, Inc.*, B-421550 *et al.*, June 22, 2023, at 9; *Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, at 5 (citing *Office Design Grp. v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020)).

The record reflects that the agency assigned two strengths to LightGrid's proposal under the network and cyber operations staffing and management subfactor. AR, Tab 9a, SRD at 5. The first strength related to LightGrid's "approach to managing and staffing operations across the NOC and SOC[,]" citing seven aspects of the proposal that the agency found collectively exceeded requirements to the agency's benefit. *Id.* The second related to LightGrid's staffing approach specifically with respect to the SOC, based on four aspects of the proposal that the agency found collectively supported the assignment of a strength. *Id.*

In responding to the protester's allegation of unequal treatment, the agency provides a comparison of the aspects of LightGrid's proposal that supported the strengths with the protester's proposal. Supp. MOL at 5-6, 8-9. With respect to the first strength, the agency states that the protester's proposal was similar in regard to only one of the seven aspects identified by the agency in LightGrid's proposal. *Id.* at 5-6. With respect to the second strength, the agency similarly identifies only one aspect of the protester's proposal that was similar to the four aspects supporting the strength assigned to LightGrid's proposal. *Id.* at 8-9.

The protester contends that its proposal offered approaches that were substantially similar to those that supported the agency's assignments of strengths to LightGrid's proposal. See Supp. Comments, app. 1 (comparing proposal contents). Upon review of the record, we disagree that the protester's proposal was substantively indistinguishable from LightGrid's in these respects. For example, one aspect of LightGrid's proposal supporting the first strength the agency assigned to it was its "staffing model that includes [DELETED][,]" which, in combination with other aspects,

the agency found “ensur[es] continuity of fully credentialed personnel and minimiz[es] the risk of staffing gaps.” AR, Tab 9a, SRD at 5. The protester largely cites portions of its proposal related to the protester’s incumbent staffing approach, including, in particular, language from its proposal regarding the protester’s “scalable workforce” and “contingency staffing plans in place” to demonstrate the similarities between its proposal and LightGrid’s. See Supp. Comments, app. 1 at 1. While the proposed use of incumbent personnel may be relevant to initial staffing and continuity, the record reflects that the agency found LightGrid’s [DELETED] to be beneficial with respect to minimizing staffing gaps and ensuring continuity as performance proceeds. The protester’s more general statements lack the specificity cited by the agency with respect to LightGrid’s approach to continuously ensuring availability of qualified personnel.

Also relevant to continuity and minimizing staffing gaps, the agency cited LightGrid’s “[DELETED],” AR, Tab 9a, SRD at 5, which include “[DELETED], [DELETED], and [DELETED],” AR, Tab 11, LightGrid Technical/Management Approach Proposal at 11.³ The protester points in part to the statement in its proposal that it “is fully committed to retaining its current personnel, offering [DELETED], [DELETED], and [DELETED].” Supp. Comments, app. 1 at 2 (quoting AR, Tab 6p, Protester Technical/Management Approach Proposal at 14). Similar to the statements discussed above, the protester’s proposed “[DELETED]” and “[DELETED]” lack the specificity of the retention strategies described in LightGrid’s proposal, and the agency therefore reasonably considered them to be substantively distinguishable.

As a final example, one of the four aspects of LightGrid’s proposal that supported the agency’s assignment of the second strength was the use of [DELETED]. AR, Tab 9a, SRD at 5. As described in LightGrid’s proposal, its “proven [DELETED], translating into [DELETED].” AR, Tab 11, LightGrid Technical/Management Approach Proposal at 22. The protester contends that its proposal contained discussion of a similar feature, which stated that “[o]ur [DELETED].” Supp. Comments, app. 1 at 6 (quoting AR, Tab 6p, Protester Technical/Management Approach Proposal at 28).

To whatever extent the proposals’ identification of [DELETED] as an aspect of the offerors’ technical approaches was similar, the record reflects that LightGrid’s proposal provided a clear discussion of both the primary and secondary benefits of that proposal aspect, identifying the [DELETED] and the effects that had on [DELETED]. The protester’s proposal, by contrast, does not similarly delineate the positive effects of its [DELETED]. On this record, it was not unreasonable for the agency to conclude that the proposals were substantively distinguishable in this regard.

As the foregoing examples demonstrate, the proposals submitted by the protester and LightGrid were substantively distinguishable with respect to those aspects of LightGrid’s

³ Citations to this document are to the electronic page numbers.

proposal that the agency found merited the assignment of strengths. We therefore deny the protester's allegation of unequal treatment.⁴

Best-Value Tradeoff

Finally, the protester alleges that the agency's best-value tradeoff was flawed, contending that the agency failed to adequately document its consideration of the relative merits of the proposals, including with respect to the protester's lower proposed price. Protest at 6-7; Comments & 2nd Supp. Protest at 16-19. The agency responds that the record demonstrates that the contracting officer was aware of the relative merits and prices of the proposals and provides a reasonable basis for the agency's source selection decision. COS/MOL at 12-16.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, at 13. An agency has broad discretion in making a tradeoff between price and non-price 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's stated evaluation criteria. *Id.* at 14. Where an agency conducts a tradeoff in a task order procurement subject to the provisions of FAR subpart 16.5, there is no need for extensive documentation of every consideration factored into the tradeoff decision. FAR 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5,

⁴ The protester further contends that the agency departed from the RFP's terms in assigning strengths based on multiple aspects of proposals. The protester points to the RFP's definition of a "strength" as "an aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance." AR, Tab 1e, Evaluation Tables at 1. Thus, the protester argues, "a [s]trength corresponded to a singular feature of a proposal[.]" rather than a collection of proposal aspects. Supp. Comments at 3. The protester therefore contends that even if its proposal did not demonstrate all of the aspects that collectively supported the assignment of strengths to LightGrid's proposal, the RFP required the agency to assign strengths for each individual aspect, such that the protester's proposal would have received some strengths, though fewer than assigned to LightGrid's proposal.

We previously have rejected such arguments as representing disagreement with an agency's judgment. See, e.g., *Apogee Eng'g, LLC*, B-419108, B-419108.2, Dec. 16, 2020, at 10-11 (rejecting allegation that three aspects of protester's proposal merited three strengths where agency reasonably concluded that those aspects collectively merited a single strength); *SMS Data Prods. Grp., Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, at 6-7 (similarly denying challenge related to the number of unique strengths assigned as such arguments, without demonstrating that the underlying evaluation was unreasonable or inconsistent with the solicitation's evaluation criteria, "quintessentially elevate form over substance").

July 3, 2013, at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.* A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp., supra* at 16.

As discussed above, the record reflects that the agency's evaluators reasonably assigned two strengths to LightGrid's proposal and no strengths to the protester's proposal under the network and cyber operations staffing and management subfactor. On the basis of that evaluation, the evaluators concluded that the protester's proposal was "inferior" to LightGrid's proposal with respect to that subfactor, and furthermore that LightGrid's proposal "offered the superior technical approach overall." AR, Tab 9a, SRD at 10-11. The contracting officer reviewed the evaluators' findings and "concur[red] with all aspects[.]" AR, Tab 2, PNM at 7.

The agency's evaluators also noted that the protester's "proposal presented the lowest total evaluated price," but that its "technical approach simply meets the requirements of the solicitation and does not present added value to the Government." AR, Tab 9a, SRD at 11. Considering "that technical was more important than price, the technical evaluation team determined it was worth paying more for the technical advantages associated with LightGrid's solution as compared to [the protester's proposal]." *Id.* The contracting officer stated that she "reviewed the rationale for award provided by the evaluation teams" and "determined based on [her] review of the evaluator[s] recommendations/evaluations and [her] own independent assessment" that LightGrid's proposal represented the best value to the agency. AR, Tab 2, PNM at 10. She further concluded that "[t]he merits of LightGrid's technical approach (including lower overall risk), was worth paying more than for the less expensive approach[] offered by . . . [the protester]." *Id.*

We conclude that the record here demonstrates that the contracting officer was aware of the relative merits and costs of the competing proposals. Additionally, her conclusion that the technical advantages of LightGrid's proposal warranted the associated price premium was reasonably based, given the multiple technical advantages that LightGrid's proposal offered and the RFP's statement that the technical/management approach factor was more important than price. While the protester disagrees with that judgment, that disagreement, without more, provides no basis to sustain the protest.

The protest is denied.

Edda Emmanuelli Perez
General Counsel