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Decision

Matter of: DarkStar Intelligence, LLC

File: B-424306

Date: June 3, 2026

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Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated the protester’s proposal under the technical subfactor and utilized unstated evaluation criteria is denied where the record reflects that the agency’s evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest that the agency failed to consider price in its best-value tradeoff decision is denied where the agency documented its consideration of the awardee’s higher price and its best-value tradeoff decision was reasonable and consistent with the terms of the solicitation.
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DECISION

DarkStar Intelligence, LLC, of Woodbridge, Virginia, protests the Department of the Air Force’s issuance of a task order to Starlo Innovation, LLC, of Washington, D.C., pursuant to task order proposal request (TOPR) No. FA4890-25-R-CN97, for intelligence and operational support services. DarkStar argues that the agency unreasonably evaluated its proposal, utilized unstated evaluation criteria, and failed to consider price in the best-value tradeoff decision.

We deny the protest.

BACKGROUND

On August 5, 2025, pursuant to Federal Acquisition Regulation (FAR) subpart 16.5, the Air Force issued the solicitation as a small business set-aside to firms holding General Services Administration (GSA) One Acquisition Solution for Integrated Services Plus (OASIS+) indefinite-delivery, indefinite-quantity (IDIQ) contracts. Agency Report (AR), Tab 3, TOPR at 1. The solicitation sought intelligence analysis services in support of the Narcotics and Transnational Crime Support Center (NTC), to support law enforcement and inter-agency partners--led by the Department of Defense (DOD)--in their operations against drug trafficking organizations, terrorist groups, and other transnational organized crime networks. *Id.* at 80. The TOPR provided for the issuance of a firm-fixed-price task order with a 2-month transition period, a 10-month base period, four 1-year option periods, and a 6-month extension period. *Id.* at 1-2.

The solicitation contemplated award on a best-value tradeoff basis “to the responsible Offeror whose offer conforming to the solicitation will be most advantageous” to the agency, considering two factors: technical and price. *Id.* at 3. The solicitation advised that the technical factor “*will be considered significantly more important than price*” but that price would still “contribute meaningfully to the award decision.” *Id.* As a result, the solicitation stated that award could be made “to a higher rated, higher priced contractor” where the agency “determines that the technical capability of the higher priced contractor outweighs the price difference and represents the best value to the Government.” *Id.*

Under the technical factor, the solicitation established three subfactors: facility clearance, technical approach/mission understanding, and scenario-based questions. *Id.* Under the first subfactor, proposals would be rated on an acceptable/unacceptable basis. *Id.* at 3. Under the remaining two subfactors, proposals would be assigned “combined technical/risk” adjectival ratings of outstanding, good, acceptable, marginal, or unacceptable; and the solicitation also provided for the assessment of significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies. *Id.* at 6-11. The solicitation stated that these two technical subfactors were of equal importance. *Id.* at 3.

As relevant here, under the technical approach/mission understanding subfactor, the agency would “assess the offeror’s ability to address all functional areas of the Performance Work Statement” and to meet mission requirements. *Id.* at 7. In this context, the solicitation provided that the agency would “determine if the offeror demonstrated depth and breadth of technical knowledge and experience with subject matter expertise with particular emphasis [on] supporting the law enforcement partners (e.g., Department of Justice, the Drug Enforcement Administration, the Department of Homeland Security, Homeland Security Investigations, or the Federal Bureau of [Investigation]).” *Id.* at 9. Also relevant here, the solicitation further provided that the agency would evaluate the proposals based on the offeror’s “ability to clearly articulate, in detail, its depth and breadth of knowledge and experience of how the missions,

structures, leaders, and cultures of the various Law Enforcement [] components interact and connect with the DoD.” *Id.*

On or before the September 12 due date for receipt of proposals, the agency received proposals from twelve offerors, including DarkStar and Starlo. Contracting Officer’s Statement (COS) at 11. The Air Force evaluated the protester’s and awardee’s proposals as follows:

	DarkStar	Starlo
Technical Subfactor 1 (Facility Clearance)	Acceptable	Acceptable
Technical Subfactor 2 (Technical Approach / Mission Understanding)	Good	Outstanding
Technical Subfactor 3 (Scenario-Based Questions)	Good	Outstanding
Price	\$73,023,533	\$80,426,326

AR, Tab 6, Fair Opportunity Evaluation Report at 150-151; AR, Tab 8, Unsuccessful Offeror Notice at 2.

In evaluating DarkStar’s proposal under the technical approach/mission understanding technical subfactor, the agency assigned a rating of good and identified two strengths with no weaknesses, significant weaknesses, or significant strengths. AR, Tab 6, Fair Opportunity Evaluation Report at 48. The agency noted the protester’s “thorough approach and understanding of the requirements.” *Id.* However, the agency also stated that, “[w]hile the offeror’s approach is strong in many areas, the articulation of their overall depth of experience and understanding of the Law Enforcement partner perspective [] is less developed than their operational and technical descriptions.” *Id.* The agency found that DarkStar’s proposal “focuses heavily on the [subject matter expert’s] role in understanding NTC roles and authorities, rather than demonstrating a deeper, partner-centric understanding of the [law enforcement agency] missions, structures, and cultures from an integration standpoint.” *Id.* The agency stated that this “subtle imbalance in [DarkStar’s] approach is the primary driver for the Low to Moderate risk assessment,” as it “presents some risk that additional Government oversight may be needed to ensure a fully empathetic and integration partnership is developed with [law enforcement agency] entities.” *Id.*

The Air Force performed a tradeoff analysis and determined that Starlo’s proposal offered the best value to the agency. *Id.* at 160. The agency noted the good technical ratings assigned to DarkStar’s proposal but found that Starlo’s technically superior proposal justified paying a nine percent price premium. *Id.* at 158-159. The agency summarized its tradeoff decision by stating that “the substantial benefits and reduced

performance risk associated with [Starlo's] proposal were determined to be worth the price premium over all lower priced proposals." *Id.* at 160.

On February 26, 2026, the agency notified DarkStar that its proposal had not been selected for award. AR, Tab 8, Unsuccessful Offeror Notice at 1. DarkStar requested a debriefing, which the agency provided on March 3. AR, Tab 10, Debriefing at 1. On March 9, this protest followed.¹

DECISION

The protester challenges various aspects of the agency's evaluation. First, DarkStar argues that the agency unreasonably evaluated its proposal under the technical factor by misapplying the concept of risk and improperly assigning a rating of good, rather than outstanding, to the protester's proposal under the technical approach/mission understanding technical subfactor. Next, the protester asserts that the agency's critique of its proposal under the technical approach/mission understanding technical subfactor is unreasonable and relies on unstated evaluation criteria. Finally, the protester contends that the agency failed to consider price in conducting the best-value tradeoff and making the award decision. After reviewing the record, we find no basis to sustain DarkStar's protest.²

Risk Assessment

The protester argues that the agency misapplied the concepts of low and moderate risk to its proposal.³ Protest at 7. Specifically, the protester contends that "[n]othing in the

¹ The awarded value of the task order, which was issued under GSA's OASIS+ governmentwide acquisition contract, exceeds \$10 million. Accordingly, this protest is within our Office's jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B).

² In its various protest submissions, DarkStar has raised arguments that are in addition to, or variations of, those specifically discussed below. We have considered all of the protester's assertions and find that they afford no basis on which to sustain the protest.

³ In its initial protest filing, the only technical subfactor the protester specifically addresses is the technical approach/mission understanding subfactor. See Protest at 7. In its comments on the agency report, for the first time, the protester alleges that the agency's risk evaluation of its proposal under the scenario-based questions technical subfactor was unreasonable. Comments at 3 (contending that "nothing in the evaluation documentation indicates any [] risk evaluation for Subfactor 3."). In support of its argument, the protester cites to evaluation information that the agency also previously provided to DarkStar in its March 3 debriefing. *Id.* (citing AR, Tab 6, Fair Opportunity Evaluation Report at 51); see AR, Tab 10, Debriefing at 9-10. Since our Bid Protest Regulations do not contemplate the unwarranted piecemeal development of protest issues, and since DarkStar raised its argument concerning the scenario-based
(continued...)

evaluation . . . suggests that anything in DarkStar’s proposal assessed ‘the potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, [or] the likelihood of unsuccessful contract performance.’” Protest at 7 (quoting TOPR at 3); Comments at 1-2. DarkStar further asserts that the agency’s evaluation shows that its proposal contains “multiple strengths” and no documented risk; as a result, the protester argues that it should have received a rating of outstanding under the technical approach/mission understanding technical subfactor, in accordance with the solicitation’s adjectival ratings definitions. Protest at 7; Comments at 4.

The agency responds that its risk assessment of DarkStar’s proposal was reasonable and consistent with the solicitation. Memorandum of Law (MOL) at 8. Regarding the rating under the technical approach/mission understanding technical subfactor, the agency asserts that it “reasonably concluded that DarkStar’s proposal indicated a thorough approach and understanding but did not rise to the level of an exceptional approach and therefore, did not warrant a rating of [o]utstanding.” *Id.* at 14. The Air Force adds that meeting a specific number of strengths does not entitle the protester’s proposal to a rating of outstanding, and the solicitation does not contemplate that type of mechanical evaluation scheme. *Id.* at 14-15. Further, the agency contends that it did document its risk assessment when it explained that the protester’s failure to demonstrate a deeper, partner-centric understanding--with respect to law enforcement agencies--reflected a “subtle imbalance” in DarkStar’s approach. COS at 13-14 (citing AR, Tab 6, Fair Opportunity Evaluation Report at 48). The agency contends that this imbalance presents “a tangible performance risk, as it could necessitate additional Government oversight to ensure a fully integrated and successful partnership. *Id.* at 14.

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. *Antium, LLC*, B-421291, B-421291.2, Mar. 6, 2023, at 4. In reviewing protests of an award 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. *NCI Info. Sys., Inc.*, B-418977, Nov. 4, 2020, at 5. Moreover, a task order competition conducted pursuant to FAR subpart 16.5 does not mandate documentation

questions technical subfactor more than 10 days after it knew of the March 3 debriefing information giving rise to this allegation, we find DarkStar’s argument untimely. See 4 C.F.R. § 21.2(a)(2); *Pivotal Point LLC*, B-423072.2, Nov. 25, 2025, at 6 n.2 (“[O]ur Bid Protest Regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions providing alternate or more specific legal arguments missing from earlier general allegations of impropriety.”). As a result, we need not further address the protester’s arguments about the scenario-based questions technical subfactor; instead, we focus on the protester’s arguments concerning the agency’s risk evaluation under the technical approach/mission understanding technical subfactor.

requirements as strict as, for example, a negotiated procurement pursuant to FAR part 15. See *Accenture Fed. Servs., LLC*, B-421134.2 *et al.*, Apr. 12, 2023, at 13 (explaining that unlike a procurement conducted under FAR part 15 procedures, task order procurement procedures provide for a streamlined process requiring less rigorous documentation).

On this record, we agree with the agency that it reasonably evaluated the protester's technical proposal and assigned a rating of good under the technical approach/mission understanding technical subfactor. The solicitation advised offerors that, under this technical subfactor, proposals would receive a "combined technical/risk rating," where risk "includes an assessment of the potential for . . . increased Government oversight, as well as the likelihood of unsuccessful contract performance based on the offeror's identified approach and/or processes." TOPR at 3. The solicitation defined an outstanding proposal as one that "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." *Id.* at 8. The solicitation defined a proposal with a rating of good as one that "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." *Id.*

We reject Darkstar's assertion that "[n]othing in the evaluation" suggests that any risk existed in DarkStar's proposal. Protest at 7. The record shows that the evaluators documented their contemporaneous finding that DarkStar's proposal failed to demonstrate a "deeper, partner-centric understanding of the [law enforcement agency] missions, structures, and cultures from an integration standpoint"; and this "subtle imbalance" in DarkStar's approach did result in "some risk that additional Government oversight may be needed." AR, Tab 6, Fair Opportunity Evaluation Report at 48. In other words, there is documented evidence in the agency's evaluation showing that DarkStar's technical approach carried some risk; specifically, a "low to moderate" amount, in accordance with the solicitation's "good" adjectival rating definition. See TOPR at 8.

We also reject the protester's contention that its proposal is entitled to a rating of outstanding for the two strengths the agency identified in DarkStar's proposal under the technical approach/mission understanding technical subfactor. See Protest at 7; Comments at 4. The solicitation defines an "outstanding" proposal as one that demonstrates an "exceptional approach" *and* contains multiple strengths. TOPR at 8. Thus, the solicitation does not mandate that a proposal with multiple strengths will automatically receive a rating of outstanding. *Id.* On this record, the protester has not shown that the agency's determination--that DarkStar's proposal demonstrated a thorough, but not exceptional approach--is unreasonable or required the assignment of a higher rating. See AR, Tab 6, Fair Opportunity Evaluation Report at 48. This protest ground is denied.

Unstated Evaluation Criteria

Relatedly, the protester argues that the agency applied unstated evaluation criteria under the technical approach/mission understanding technical subfactor when it found that DarkStar's proposal displayed a "less developed" approach to understanding the law enforcement side of the relationship between DOD and its law enforcement agency partners. Protest at 8. The protester argues that the solicitation does not require offerors "to demonstrate a deep analysis of the 'Law Enforcement [partners] themselves.'" *Id.*; Comments at 5. DarkStar contends that the agency's finding is inconsistent with the solicitation advising that the agency would evaluate a proposal's "ability to clearly articulate, in detail, its depth and breadth of knowledge and experience of how the missions, structures, leaders, and cultures of the various Law Enforcement [components] interact and connect with the DoD." Comments at 5 (quoting TOPR at 9). The protester claims that including a deeper analysis of the law enforcement partners themselves in its proposal and describing the "missions and culture" of law enforcement would be "irrelevant information [that] is useless filler and fluff." *Id.*

The agency responds that it evaluated the protester's proposal in accordance with the solicitation criteria. MOL at 21. The Air Force points to its contemporaneous finding that DarkStar's proposal consistently focuses "on how the NTC, from a DoD perspective, can provide counsel and support to [law enforcement] partners," and that this approach, "while valuable, [] frames the role as an external consultant advising the NTC about law enforcement, not as a deeply integrated partner who demonstrates a foundational understanding of the [law enforcement] world." COS at 21 (quoting AR, Tab 6, Fair Opportunity Evaluation Report at 44). The agency argues that the solicitation "did not merely require offerors to describe their interaction with the DoD; it explicitly mandated a demonstrated understanding of the Law Enforcement partners' internal missions, structures, and cultures *and* how they connect with the DoD." COS at 21. In sum, the Air Force asserts that its contemporaneous finding concerning DarkStar's approach to the relationship between DOD and law enforcement components aligns with the expressly stated evaluation criteria and is "clearly" logically encompassed within the technical approach/mission understanding technical subfactor. MOL at 23.

When evaluating proposals in a task order competition, an agency properly may account for specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. *T3i, Inc.*, B-423815, Dec. 30, 2025, at 10. Further, where a protester challenges the evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs offerors of the basis for the evaluation. *Amentum Tech., Inc.; SOS Int'l LLC*, B-423898 *et al.*, Jan. 27, 2026, at 10. While a solicitation must inform offerors of the basis for proposal evaluation by identifying the evaluation factors and their relative importance, a solicitation need not specifically identify each and every element an agency considers during an evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated evaluation factors. *Id.*; FAR 16.505(b)(1)(iv)(C).

On this record, the agency's finding regarding DarkStar's approach to the partnership between DOD and law enforcement agencies for the services solicited in this procurement is logically encompassed by the solicitation's stated evaluation criteria. Under the technical approach/mission understanding subfactor, the solicitation provided that the agency would "determine if the offeror demonstrated depth and breadth of technical knowledge and experience with subject matter expertise *with particular emphasis [on] supporting the law enforcement partners.*" TOPR at 9 (emphasis added). Further, the solicitation provided that the agency would evaluate proposals based on "their ability to clearly articulate, *in detail*, its depth and breadth of knowledge and experience of how the missions, structures, leaders, and cultures of the various Law Enforcement [] components interact and connect with the DoD." *Id.* (emphasis added). In other words, the solicitation directed offerors to discuss how law enforcement components' missions and culture interact and connect with the DOD; as a result, we disagree with the protester's claim that discussing the "missions and culture" of law enforcement, or providing more information on the law enforcement partners themselves, would be "irrelevant information [that] is useless filler and fluff." See Comments at 5.

Further, the evaluators found that DarkStar's proposal "focuses heavily on the [subject matter expert's] role in understanding NTC roles and authorities, rather than demonstrating a deeper, partner-centric understanding of the [law enforcement agency] missions, structures, and cultures from an integration standpoint." AR, Tab 6, Fair Opportunity Evaluation Report at 48. This finding connects directly to the solicitation's requirement for offerors to demonstrate "depth and breadth of technical knowledge and experience" with supporting law enforcement partners. TOPR at 9. Logically, for an offeror to address the partnership between law enforcement components and the DOD--as contemplated by the solicitation--the offeror would have to understand and discuss the law enforcement agency partners themselves. As a result, we do not find unreasonable the agency's determination that DarkStar's proposal "frames [its] role as an external consultant advising the NTC about law enforcement, not as a deeply integrated partner who demonstrates a foundational understanding of the [law enforcement] world." AR, Tab 6, Fair Opportunity Evaluation Report at 44. Accordingly, the allegation that the agency relied on unstated evaluation criteria in evaluating the protester's proposal under the technical approach/mission understanding subfactor is denied.

Best-Value Tradeoff Decision

Finally, the protester argues that the agency failed to consider price when it conducted the best-value tradeoff decision. Specifically, DarkStar asserts that "[n]othing however even remotely suggests that 'cost/price' was considered in any way as 'contribut[ing] meaningfully to the award decision' as required by the TOPR." Protest at 7; Comments at 4. The protester contends that the Air Force failed to document the reasoning behind its decision to "pay a 9% premium for a marginally higher adjectivally rated proposal." Comments at 4.

The agency responds that it did consider price when it conducted the best-value tradeoff decision. MOL at 18. The agency argues that it compared the offerors' proposals to each other under the technical subfactors and looked beyond the ratings to compare the underlying merits of the proposals, ultimately determining that Starlo's proposal presented the best technical value to the agency. *Id.* at 19. Given the weight that the solicitation accorded to the technical subfactors, which were "*significantly more*" important than price, the agency asserts that it reasonably concluded Starlo's stronger technical proposal justified paying a price premium. *Id.* at 19-20 (citing TOPR at 3).

In the context of a best-value tradeoff competition for a task order, it is the function of the selection official to perform a cost/technical tradeoff; that is, to determine whether one proposal's technical superiority is worth its higher cost. *Laulima Gov't Sols., LLC*, B-415079.2, B-415079.3, Feb. 2, 2018, at 7. The agency has broad discretion in making that tradeoff, which nevertheless must be rational and consistent with the solicitation's evaluation criteria. *Id.* The documentation of the tradeoff only needs to 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.*

Here, the record shows that the agency meaningfully considered price when it conducted the best-value tradeoff decision, as required by the solicitation. The solicitation advised that "cost/price will contribute meaningfully to the award decision" and also emphasized that "[f]or the trade-off, Technical will be considered significantly more important than price." TOPR at 3. In light of the importance of the technical factor, the solicitation advised offerors that the tradeoff "may result in an award being made to a higher rated, higher priced contractor where . . . the technical capability of the higher priced contractor outweighs the price difference and represents the best value to the Government." *Id.*

In conducting the tradeoff, the agency noted that DarkStar "offered [a] cheaper proposal[]" but determined that Starlo's technically superior proposal justified paying a nine percent price premium and summarized its tradeoff decision by stating that "the substantial benefits and reduced performance risk associated with [Starlo's] proposal were determined to be worth the price premium over all lower priced proposals." AR, Tab 6, Fair Opportunity Evaluation Report at 158-160; AR, Tab 7, Fair Opportunity Decision Document at 20-22. In other words, contrary to the protester's assertions, the agency was aware of the relative merits and costs of the proposals and considered price when it conducted its best-value tradeoff decision, and it documented these considerations. In conclusion, we find that the agency reasonably exercised its broad discretion in conducting a best-value tradeoff decision and making award to Starlo. See *Laulima Gov't Sols., supra*. This protest ground is denied.

The protest is denied.

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General Counsel