



Decision

Matter of: H2L Solutions, Inc.

File: B-424610

Date: September 14, 2026

Jonathan Hard for the protester.

John R. Tolle, Esq., Baker, Cronogue, Tolle & Werfel, LLP, for The Dalton Gang, Inc., the intervenor.

Magda T. Reyes, Esq., and Desiree A. DiCorcia, Esq., Department of Veterans Affairs, for the agency.

Nathaniel S. Canfield, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency improperly evaluated the protester's quotation is denied where the record shows that the agency's evaluation was reasonable and in accordance with the solicitation.

DECISION

H2L Solutions, Inc., a service-disabled veteran-owned small business (SDVOSB) of Huntsville, Alabama, protests the issuance of an order to The Dalton Gang, Inc., an SDVOSB of Warrenton, Virginia, under request for quotations (RFQ)

No. 36C10B26Q0157, issued by the Department of Veterans Affairs for sanitization and disposal of sensitive media. The protester contends that the agency unreasonably assigned two negative findings to its quotation, resulting in an unreasonable source selection decision.

We deny the protest.

BACKGROUND

The agency issued the RFQ using the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4 on April 20, 2026, and amended it

three times.¹ Contracting Officer's Statement (COS) at 1, 3. The RFQ, which was set aside for SDVOSB vendors, sought quotations for the certified sanitization and disposal of sensitive media including hard drives, compact discs and digital video discs, digital platters, iPads, smartphones and cell phones, VHS backup and other tape media, flash drives, and other media. *Id.* at 1; Agency Report (AR) Tab 4D, Amended RFQ at 13.

The RFQ contemplated issuance of a single, fixed-price order with a 12-month base period of performance and three 12-month option periods. Amended RFQ at 14, 83. The agency would issue the order to the vendor whose quotation presented the best value to the agency on the basis of three factors: technical; price; and past performance. *Id.* at 84-85. The technical factor was more important than price, which was more important than the past performance factor. *Id.* at 85. Only the technical factor is relevant to this protest.

With respect to the technical factor, the RFQ directed vendors to "propose a detailed approach that addresses the following:"

¹ The contracting officer and the RFQ state that the agency would issue the order on the basis of a comparative evaluation in accordance with FAR subpart 8.4. COS at 1; Agency Report (AR) Tab 4D, Amended RFQ at 84. As part of an ongoing "Revolutionary FAR Overhaul" (RFO), the General Services Acquisition Manual (GSAM) has replaced most of the FSS ordering procedures previously found in FAR part 8 for agencies that have issued an adopting FAR deviation. On September 17, 2025, prior to the issuance of the RFQ here, the agency issued a FAR deviation adopting the RFO changes to FAR part 8. Class Deviation for FAR Part 8 in Support of Executive Order on Restoring Common Sense to Federal Procurement (VIEWS 13782920), available at https://www.acquisition.gov/sites/default/files/page_file_uploads/VA_RFO_Deviation_Part-8.pdf (last visited Sept. 4, 2026). Also, prior to the issuance of the RFQ, the General Services Administration issued a mass modification to its FSS contracts to adopt the RFO versions of multiple FAR clauses and provisions. MAS Refresh 30 Clause and Provision Changes at 1 (available at https://buy.gsa.gov/interact/system/files/MAS_Refresh_30%20Clause%20and%20Provision%20Changes-%20Revised%2011_5_25.pdf) (last visited Sept. 4, 2026); see also *Stondoh LLC*, B-424439, July 6, 2026, at 3 n.3 (discussing mass modification to FSS contracts).

We requested that the agency report identify the applicable FAR terms--title 48 of the Code of Federal Regulations, a deviation such as the RFO, or a combination thereof--and if a deviation applied, include the deviation and explain which parts of the RFQ are subject to the deviation. Electronic Protest Docketing System No. 7. To that end, the cover letter and index accompanying the agency report in this matter states that "[t]his procurement was conducted under FAR [subpart] 8.4," but acknowledges the agency's class deviation adopting the RFO procedures for FSS orders such as the one at issue here. Cover Letter and Index at 2. To resolve the instant protest, we need not address any differences between the procedures set forth in FAR subpart 8.4 and the class deviation adopted by the agency.

1.) The [vendor's] approach to performing media sanitization and destruction in accordance with (IAW) performance work statement (PWS) paragraph 5.2.3.

2.) The [vendor's] approach to mitigating the risks associated with sanitizing and destroying sensitive electronic media IAW PWS paragraph 5.2.3.

3.) The [vendor's] approach to providing a secure web portal service to users IAW PWS paragraph 5.2.2 and all its subparagraphs.

Id. at 87.

The RFQ provided that the agency would evaluate quotations under the technical factor as follows:

The [quotation] will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

The [quotation] will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The [quotation] will be evaluated to determine the level of confidence provided to the [g]overnment with respect to the [vendor's] methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

Id. at 85.

The agency received and evaluated four quotations, including those submitted by the protester and Dalton. COS at 3. The agency evaluated the quotations submitted by the protester and Dalton as follows:

	H2L	Dalton
TECHNICAL	Low Confidence	High Confidence
PAST PERFORMANCE	Low Risk	Low Risk
PRICE ²	\$3,917,004	\$4,890,323

AR, Tab 6, Brief Explanation at 1.

² Figures are rounded to the nearest dollar.

Based on a comparative analysis of quotations, the agency determined that the quotation submitted by Dalton presented the best value to the agency and selected Dalton for receipt of the order. COS at 3.

On June 23, 2026, the agency notified the protester that Dalton had been selected for receipt of the order. *Id.* at 4. On June 25, the agency provided the protester with a brief explanation for its selection decision. *Id.* In particular, the agency identified two discriminators under the technical factor as the reasons why the protester was not selected for receipt of the order, noting that the protester's quotation had failed to address destruction of tape media, and that its risk mitigation approach had not addressed loss or theft of agency media. AR, Tab 6, Brief Explanation at 1-2.

This protest followed.³

DISCUSSION

The protester contends that the agency unreasonably found that its quotation failed to address destruction of tape media and loss or theft of agency media, or, alternatively, that the agency's evaluation departed from the RFQ's terms in applying unstated criteria. For the reasons discussed below, we conclude that there is no basis on which to sustain the protest.

The procedures under subpart 8.4 of the FAR and subpart 538.71 of the GSAM both provide for the evaluation of quotations on the basis set forth in the solicitation in the circumstances relevant here. See FAR 8.405-2(d) (for orders requiring a statement of work, "[t]he ordering activity shall evaluate all responses received using the evaluation criteria provided to the schedule contractors"); GSAM 538.7103-3 (for acquisitions above the simplified acquisition threshold, the agency is to "[f]airly consider all quotations received by evaluating and making award according to the basis described in the RFQ"). Thus, where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 (or its RFO equivalent) 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. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, at 3-4; *DEI Consulting*, B-401258, July 13, 2009, at 2. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, at 4. A protester's

³ This protest is not subject to a GAO protective order because the protester opted to proceed *pro se*, that is, without counsel. Accordingly, our discussion of some aspects of the record is necessarily general to limit references to non-public information. Nonetheless, GAO reviewed the entire record *in camera* in preparing our decision.

disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting, supra* at 2.

Tape Media

The agency's brief explanation to the protester of the basis for its source selection decision identified two reasons why the agency had not found the protester's quotation to present the best value to the government, the first of which related to the failure to address the sanitization and destruction of tape media:

The [protester's] technical approach is less advantageous because the quot[ation] does not specifically address tape media or identify a tape destruction method as required by PWS 5.2.3. Tape media is within the scope of [the agency's] media sanitization and destruction requirement. This lack of specificity reduces confidence in coverage of required media types and may require [g]overnment intervention to clarify how tape media will be processed during performance.

AR, Tab 6, Brief Explanation at 2; see *also* AR, Tab 7, H2L Technical Evaluation Report (stating same negative finding).

The protester alleges that this evaluation finding was unreasonable, arguing that its quotation addressed the subject or, alternatively, that the agency's negative finding relied upon unstated evaluation criteria. Protest at 16-20; Comments at 13-16. The agency responds that it reasonably evaluated the protester's quotation in accordance with the RFQ's terms.⁴ Memorandum of Law (MOL) at 5-17.

⁴ Both the agency and the intervenor requested summary dismissal of the protest, contending that the protest contained citation irregularities bearing the hallmarks of the use of a large language model or other artificial intelligence technology without review for accuracy. MOL at 3-5; Intervenor Req. for Dismissal at 1-3. In response, the protester acknowledged that our Office may impose appropriate sanctions, including dismissal of a protest, based upon the submission of filings with citations to non-existent authority. Comments at 3-4 (citing *Raven Investigations & Sec. Consulting, LLC*, B-423447, May 7, 2025; *Helgen Indus. d/b/a DeSantis Gunhide*, B-423635, Aug. 26, 2025; *Oready, LLC*, B-423649 *et al.*, Sept. 25, 2025). The protester corrected some of the citations contained in its protest, and withdrew its reliance on other cited authorities. *Id.* at 4-6. The protester is advised to review citations for accuracy in any future filings with our Office.

We further advise the protester--and future parties that appear before this forum--that simply withdrawing reliance upon non-existent authority after it is identified is no substitute for reviewing citations for accuracy before submission of a filing. The concern that underlies our decisions in this area is ensuring that our bid protest forum provides for the inexpensive and expeditious resolution of protests. *Raven Investigations, supra* at 4 (citing 31 U.S.C. § 3554(a)(1)). In that regard, a party's citation of non-existent

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As an initial matter, we conclude that the agency did not depart from the RFQ's terms in considering the extent to which the protester's quotation addressed the destruction of tape media. The RFQ directed vendors to provide "a detailed approach" that addressed, among other things, the vendor's "approach to performing media sanitization and destruction in accordance with . . . [PWS] paragraph 5.2.3." Amended RFQ at 87. That paragraph of the PWS, in turn, requires the selected vendor to provide media sanitization and destruction services consistent with the methods and standards outlined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Revision 1, and specifically to "sanitize each hard drive, compact disc, tape and thumb drive, or other media type" and then destroy the sanitized media. *Id.* at 17. The RFQ stated that the agency would evaluate that aspect of quotations, in part, "to determine the level of confidence provided to the [g]overnment with respect to the [vendor's] methods and approach in successfully meeting and/or exceeding the requirements in a timely manner." *Id.* at 85.

Thus, the RFQ advised vendors to provide a detailed approach to media sanitization and destruction, including with respect to tape media. The RFQ further advised that the agency would evaluate that approach to determine the agency's confidence that the vendor would meet or exceed requirements, including those related to the sanitization and destruction of tape media. The agency therefore did not depart from the RFQ's stated evaluation criteria in considering the extent to which the protester's quotation addressed that matter.

The protester contends that its quotation addressed the destruction of tape media through statements that the protester would "apply the appropriate NIST SP 800-88 methodology--Clear, Purge, or Destroy--based upon the characteristics of the media presented for processing[.]" and further that it "repeatedly committed to complying with every requirement of PWS § 5.2.3." Protest at 17.

In a competitive FSS procurement, it is a vendor's responsibility to submit a well-written quotation, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *Crittenton Consulting Grp., Inc.*, B-422503, July 10, 2024, at 7. A vendor's technical evaluation is dependent on the information furnished, and a vendor that fails to

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authority--even if the party later expressly withdraws reliance upon it--requires the expenditure of time and resources to identify the improper citations, thereby wasting the time of all parties and GAO, and running counter to the statutory mandate of this forum. Such misconduct may result in the imposition of appropriate sanctions. See, e.g., *Oready, supra* (dismissing protests for abuse of process where the protester's pleadings included citations to non-existent decisions or materially false representations of the factual or legal issues addressed in the cited decisions).

submit an adequately written quotation runs the risk of having its quotation downgraded. *Id.*

On our review of the record, we cannot conclude that the agency's evaluation was unreasonable. While the protester's quotation generally states that the protester will use the appropriate method for sanitization and destruction based upon the media type, it provides no media type-specific detail as to what methods the protester will use. As the agency points out, NIST SP 800-88 prescribes sanitization and destruction procedures for tape media that differ from those applicable to, for example, compact discs. MOL at 13-15 (citing AR, Tab 8, NIST SP 800-88). In the absence of adequate detail in the protester's quotation, it was not unreasonable for the agency to question the protester's understanding of the differing methods applicable to sanitization and destruction of tape media, thereby reducing confidence in successful performance of the agency's requirements. Moreover, we fail to see how the protester's general references to compliance with NIST SP 800-88 and PWS paragraph 5.2.3 reflect how the protester would comply with those requirements. See, e.g., *DCR Servs. & Constr., Inc.*, B-420179.2, B-420179.3, Apr. 28, 2022, at 6 (general references to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and personnel experience did not demonstrate approach or capability to perform CERCLA functions that formed part of the agency's requirement). Although the protester may disagree with the agency's evaluative conclusions, such disagreement, without more, does not demonstrate that the agency's evaluation was improper or inconsistent with the stated evaluation criteria. *Id.*

Risk Mitigation Approach

The agency found that the protester's quotation did not present the best value to the government for a second reason, related to the protester's risk mitigation approach. Specifically, with respect to the loss or theft of agency media:

The [protester's] risk mitigation approach is less advantageous because, although the quot[ation] discusses missing media and transportation incidents, it does not expressly address loss or theft of [agency] media as a separate incident scenario as required by PWS 5.2.3.

AR, Tab 6, Brief Explanation at 2; see *also* AR, Tab 7, H2L Technical Evaluation Report (stating same negative finding).

As with the tape media finding discussed above, the protester alleges that this evaluation finding was unreasonable, arguing that its quotation addressed the subject or, alternatively, that the agency's negative finding relied upon unstated evaluation criteria. Protest at 21-25; Comments at 6-12. The agency responds again that it reasonably evaluated the protester's quotation in accordance with the RFQ's terms. MOL at 17-22.

We similarly conclude that the agency did not depart from the RFQ's terms in considering the extent to which the protester's quotation addressed loss or theft of agency media. The RFQ again instructed vendors to provide "a detailed approach" that addressed, among other things, "[t]he [vendor's] approach to mitigating the risks associated with sanitizing and destroying sensitive electronic media [in accordance with] PWS paragraph 5.2.3." Amended RFQ at 87. Paragraph 5.2.3 of the PWS requires the selected vendor to "provide a [r]isk [m]itigation [p]lan that addresses the risks associated with sanitizing and destroying sensitive electronic media including . . . loss or theft[.]" *Id.* at 17. The RFQ stated that the agency would evaluate that aspect of quotations, in part, "to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation[.]" *Id.* at 85.

Thus, the RFQ directed vendors to provide a detailed approach to risk mitigation, including specifically with respect to loss or theft of agency media. The RFQ further advised that the agency would evaluate that approach to determine the extent of the vendor's understanding of the requirements and how to meet or exceed them. The agency therefore also did not depart from the RFQ's stated evaluation criteria in considering the extent to which the protester's quotation addressed mitigating the risk of loss or theft of agency media.

Upon review of the record, we also cannot conclude that the agency's evaluation was unreasonable in this regard. The protester points to multiple aspects of its quotation that it contends addressed loss or theft, arguing that it "repeatedly addresses the operational controls whose very purpose is to prevent loss, theft, unauthorized access, and loss of accountability." Protest at 23. Indeed, the protester devoted several pages of its quotation to its approach to risk mitigation. See AR, Tab 5, Protester Technical Quotation at 5-8. While the quotation states that the protester's approach mitigates the potential for loss of agency media, however, it generally does not provide detail as to how the protester's risk mitigation approach does so. See *id.* at 5 (stating that the protester's controls "eliminate the potential for loss, tampering, or unauthorized access"); 8 (stating that loss is a risk present in a transportation incident). Moreover, the quotation contains no discussion of theft as a potential risk, or how the protester's approach mitigates that particular risk. To the extent the protester's operational controls mitigate the risk of loss or theft, it was incumbent upon the protester to clearly detail how they do so. On this record, it was not unreasonable for the agency to conclude that the protester's quotation did not detail how the protester's risk mitigation approach addressed loss or theft of agency media. Again, while the protester may disagree with the agency's evaluation, its disagreement, without more, does not demonstrate that the agency's evaluation was improper or inconsistent with the stated evaluation criteria.

Source Selection Decision

Finally, the protester argues that the agency's best-value tradeoff was flawed because it was based on a flawed evaluation. Protest at 26-29; Comments at 16-20. This

allegation is dismissed because it is based on the protester's challenges to the agency's evaluation, which we have denied. *See Crittenton, supra* at 12.

The protest is denied.

Edda Emmanuelli Perez
General Counsel