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Decision

Matter of: Crowley Logistics, Inc.
File: B-412628.2; B-412628.3; B-412628.4
Date: April 19, 2016

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Susan Warshaw Ebner, Esq., and Jacqueline R. Scott, Esq., Fortney & Scott, LLC, for GENCO Infrastructure Solutions, Inc., an intervenor.

Col. Matthew J. Mulbarger and Michael G. McCormack, Esq., Department of the Air Force; and W. Craig Mullen, Esq., Peter B. Ries, Esq., and Karen L. Tibbals, Esq., United States Transportation Command, for the agency.

Matthew T. Crosby, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency's discussions with the protester were not meaningful is sustained where the agency did not convey its concern regarding what was evaluated as a significant performance risk, thus denying the protester an opportunity to meaningfully respond to the issue.
 2. Protest challenging agency's evaluation of the awardee's technical proposal is denied where the record reflects the evaluation was reasonable and consistent with the solicitation's evaluation criteria.
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DECISION

Crowley Logistics, Inc., of Jacksonville, Florida, protests the award of a contract to GENCO Infrastructure Solutions, Inc., of Pittsburgh, Pennsylvania, by the Department of Defense, United States Transportation Command, under request for proposals (RFP) No. HTC711-15-R-R003 for freight transportation services. Crowley alleges that the agency's discussions with the firm were not meaningful, its best-value tradeoff was flawed, and its evaluation of proposals was unreasonable.

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

BACKGROUND

The solicitation, issued on an unrestricted basis on March 25, 2015, contemplated the award of a single indefinite-delivery/indefinite-quantity, fixed-price-with-economic-price-adjustment contract¹ with a two-year base period and five one-year options. RFP at 1, 3-12, 15, 20-21, 32, 46.² The solicitation included a lengthy performance work statement (PWS). Id. at 71-126. At the highest level, the PWS provided that the successful offeror would be responsible for transportation and transportation coordination services for United States government and Department of Defense freight shipments between locations within the continental United States, Alaska, and Canada.³ Id. at 72-73. The solicitation established a maximum value of \$3 billion for all orders placed under contract. Id. at 13.

The solicitation provided that the award would be made on a best-value tradeoff basis, considering five factors: corporate experience, business proposal, technical capability, past performance, and price. RFP at 46. The technical capability factor included the following four subfactors, listed in descending order of importance: information technology/management, implementation, carrier management, and operational support. Id. The solicitation stated that proposals would be evaluated under the corporate experience and business proposal factors on an acceptable/unacceptable basis. Id. Regarding the relative importance of the remaining factors, the solicitation stated that the technical capability factor was more important than the past performance factor, and that the technical capability and past performance factors, when combined, were approximately equal in importance to price. Id.

Detailed evaluation criteria were provided for each factor and subfactor, with numerous areas listed for evaluation under the technical capability subfactors. RFP at 46-55. For the technical capability subfactors, the solicitation stated that two adjectival ratings would be assigned: one for technical merit, and one for risk. Id.

¹ While the majority of the solicitation's contract line item numbers (CLIN) were fixed-price-with-economic-price-adjustment, the solicitation also included fixed-price CLINs for systems and site implementation, as well as cost-type CLINs for customs brokerage services. RFP at 4-13.

² Citations to the solicitation refer to the "conformed" version that incorporated changes made under various solicitation amendments. Agency Report (AR), Tab 16, Conformed RFP. Additionally, because the record was supplied to our Office in an electronic format, citations refer to the electronic page numbers, rather than to any numbers that appear on the face of the pages.

³ The contract to be awarded under the solicitation is known as the Department of Defense Freight Transportation Services contract, or DFTS. See RFP at 71. Certain types of freight are excluded from the contract's scope, such as household goods, privately-owned vehicles, and arms, ammunition, and explosives. Id. at 73.

at 48-49. The available technical ratings were listed as outstanding, good, acceptable, marginal, and unacceptable, while the risk ratings were listed as low, moderate, and high. Id. For the past performance factor, the solicitation identified adjectival ratings of substantial confidence, satisfactory confidence, limited confidence, no confidence, and unknown confidence/neutral. Id. at 53-54.

The agency received four proposals by the solicitation’s closing date, including proposals from Crowley and GENCO. AR, Tab 62, Source Selection Decision Document (SSDD), at 1. Following an evaluation by the source selection evaluation board (SSEB), one offeror was eliminated from the competitive range. Id. Multiple rounds of discussions ensued. After discussions concluded, the agency requested and received final proposal revisions (FPR) from the competitive-range offerors.

When the evaluation process was complete, the SSEB finalized its evaluation findings in a report. AR, Tab 60, SSEB Rep. The final ratings for the proposals in the competitive range, as well as their total evaluated prices, are shown below.

	<u>Crowley</u>	<u>GENCO</u>	<u>Offeror 3</u>
Corporate Experience	Acceptable	Acceptable	Acceptable
Business Proposal	Acceptable	Acceptable	Acceptable
Technical Capability⁴			
Information Technology/ Management	Good Low Risk	Good Low Risk	Good Low Risk
Implementation	Good Moderate Risk	Good Moderate Risk	Good Low Risk
Carrier Management	Good Low Risk	Good Low Risk	Good Low Risk
Operational Support	Acceptable Moderate Risk	Outstanding Low Risk	Good Low Risk
Past Performance	Unknown Confidence/Neutral	Satisfactory Confidence	Substantial Confidence
Total Evaluated Price	\$6,998,832,416	\$8,023,715,078	\$9,012,180,956

AR, Tab 60, SSEB Rep., at 12, 30-31.

A source selection advisory council (SSAC) reviewed the SSEB report and the underlying evaluation documents. AR, Tab 61, SSAC Comparative Analysis, at 3.

⁴ Under the technical capability factor, ratings were assigned only at the subfactor level. As discussed above, there were separate ratings for technical merit and risk.

The SSAC then documented a comparative analysis of the proposals and recommended GENCO for award.⁵ AR, Tab 61, SSAC Comparative Analysis, at 3-6. The source selection authority (SSA) reviewed the proposals, the discussions documents, the SSEB's report, and the SSAC's comparative analysis. AR, Tab 62, SSDD, at 1. The SSA then documented a best-value tradeoff analysis and source selection decision.

In the source selection decision, the SSA first compared the proposals under the technical capability factor. AR, Tab 62, SSDD, at 3-5. In comparing Crowley's and GENCO's proposals, the SSA found that there was "no discernible difference" in the proposals' technical merit or risk under the first three technical capability subfactors. Id. at 3. However, with regard to the fourth subfactor--operational support--the SSA found that Crowley's proposal was not preferable based on its lower technical and risk ratings. Id. at 4. Also under this subfactor, the SSA noted that Crowley's proposal had been found to "lack[] indication that the Offeror would be proactive in identifying issues prior to notification by the Government which could cause degradation in performance," [DELETED]." Id. Ultimately, the SSA ranked GENCO's proposal first under the technical capability factor, followed by offeror 3's proposal, with Crowley's proposal last. Id.

Under the past performance factor, the SSA again compared and ranked the proposals. Here, offeror 3's proposal was ranked first, followed by GENCO's, with Crowley's again ranked last. AR, Tab 62, SSDD, at 5. Regarding Crowley's ranking, the SSA commented that while the proposal's rating of unknown confidence/neutral was "considered neither favorable nor unfavorable," GENCO's and offeror 3's confidence assessment ratings were considered comparatively "more advantageous to the Government." Id.

The SSA concluded by selecting GENCO's higher-rated, higher-priced proposal for award over Crowley's lower-rated, lower-priced proposal. AR, Tab 62, SSDD, at 6-7. As for the price/technical tradeoff, the SSA stated:

⁵ The SSAC noted a large discrepancy between the offerors' total evaluated prices and the contract's anticipated value, and commented as follows:

The contract is to be awarded at a value of approximately \$2.2 [billion], which differs from the total evaluated price (TEP). The award value is based on a mix of the government estimate for transportation and actual system and site implementation rates. The TEP includes every single transportation rate across . . . three tiers spanning all possible seven years, however, it is recognized that not every rate across all tiers will be utilized.

AR, Tab 61, SSAC Comparative Analysis, at 1.

[T]he lower [total evaluated price] offered by Crowley is not advantageous to the Government considering the lower technical rating of Acceptable under the Operational Support subfactor and higher technical risk rating under the Operational Support subfactor, which is manifested by the need for increased Government oversight and potential disruption of schedule or degradation of performance throughout the life of the contract. . . . Considering the complexity of this effort and a cost difference of 13.64%, it is more advantageous to the Government to award to a higher priced Offeror whose past performance indicates a reasonable expectation the Offeror will successfully perform this effort than it would be to award to a lower priced Offeror whose past performance indicates an unknown expectation the Offeror will successfully perform this effort.

AR, Tab 62, SSDD, at 6.

After the award was made to GENCO, Crowley received a debriefing. The firm later filed a protest and two supplemental protests with our Office.

DISCUSSION

Crowley alleges that the agency's discussions with the firm were not meaningful, its best-value tradeoff was flawed, and its evaluation of proposals under the technical capability and past performance factors was unreasonable. For the reasons discussed below, we agree that one aspect of discussions was not meaningful, and we sustain the protest on this basis. Because a new best-value determination will be necessary to implement our recommendation on this issue, we need not address Crowley's allegations regarding the best-value tradeoff. Regarding the challenges to the evaluation of proposals, we deny Crowley's claims, with the exception of one issue that we need not address, as noted below.

Discussions

Crowley alleges that the agency's discussions regarding the evaluation of the firm's proposal under technical capability subfactor 4, operational support, were not meaningful. Protest at 16-21. Crowley points out that the agency documented a significant concern that the firm's proposal lacked detail as to how Crowley would be proactive in identifying performance issues before notification by the agency. Protest at 19. Crowley then alleges that the agency improperly failed to raise this issue in discussions. Id. at 16-19. For the reasons discussed below, we agree.

It is a fundamental principle of negotiated procurements that discussions, when conducted, must be meaningful; that is, discussions must identify deficiencies and significant weaknesses in an offeror's proposal that could reasonably be addressed so as to materially enhance the offeror's potential for receiving award. Sentrillion

Corp., B-406843.3 et al., Apr. 22, 2013, 2013 CPD ¶ 207 at 6; Spherix, Inc., B-294572, B-294572.2, Dec. 1, 2004, 2005 CPD ¶ 3 at 13; Federal Acquisition Regulation (FAR) § 15.306(d).

Here, the record reflects that after the initial evaluation of Crowley's proposal, the SSEB assessed no strengths, weaknesses, or deficiencies under subfactor 4, and assigned it a technical rating of acceptable and a risk rating of moderate under this subfactor. AR, Tab 60, SSEB Rep., at 14. However, the SSEB also documented its finding that "[t]he proposal lacked indication that the Offeror would be proactive in identifying issues prior to notification by the Government which could cause degradation in performance throughout the life of the contract." Id.

As stated above, the evaluation criteria for the technical capability subfactors included numerous areas. The SSEB finding quoted above apparently relates to the area of quality assurance, or, more specifically, the solicitation's statement that under subfactor 4, the agency would evaluate the extent to which an offeror's quality assurance surveillance plan "reflects that the contractor, not the government, is responsible for ensuring performance meets the terms of the contract" and the extent to which the plan "[e]nsures early identification and resolution of performance issues to minimize impact on mission performance." RFP at 53. As relevant here, other subfactor 4 evaluation areas included staffing and, under the heading quality control, shipment loss/damage mitigation, claims processing, and low volume/low frequency sites. Id. at 52.

Following the initial evaluation of Crowley's proposal, four evaluation notices (EN) regarding subfactor 4 were issued to the firm. AR, Tab 60, SSEB Rep., at 317-20, 334-37. These ENs were identified as pertaining to the areas of shipment loss/damage mitigation, claims processing, low volume/low frequency sites, and staffing. Id. Hence, none of the ENs were identified as pertaining to the early identification and resolution of performance issues. Additionally, none of the ENs addressed Crowley's approach to being proactive in identifying issues before notification from the agency.⁶

⁶ One EN asked Crowley to explain its process for identifying patterns of shipment loss/damage. AR, Tab 60, SSEB Rep., at 317, 334. While identifying shipment loss/damage patterns is an aspect of quality assurance, we do not view this EN to have adequately led Crowley to the concern at issue here. In this regard, the EN is reasonably read to address the discrete subfactor 4 evaluation area of shipment loss/damage. See id. Further, it did not communicate the agency's concern that Crowley's proposal generally failed to adequately address how the firm would be proactive in identifying performance issues before notification from the agency. See id.

Crowley submitted responses to the ENs, which the SSEB evaluated as “satisfactory.” See AR, Tab 60, SSEB Rep., at 23. However, the SSEB also repeated its finding that “[t]he proposal lacked indication that the Offeror would be proactive in identifying issues prior to notification by the Government,” and it added that this issue “could cause degradation in performance throughout the life of the contract.”⁷ Id. No further ENs regarding subfactor 4 were issued to Crowley.

Following the submission and evaluation of Crowley’s FPR, the firm’s subfactor 4 technical rating remained acceptable, and its subfactor 4 risk rating remained moderate. AR, Tab 60, SSEB Rep., at 30. At this point, the SSEB prepared a comparative analysis of the proposals in the competitive range. Under subfactor 4, the SSEB documented the following:

Crowley’s proposed approach is considered to be the least preferable under this Subfactor as they received a technical rating of Acceptable along with a Moderate risk rating. The moderate risk associated with Crowley’s proposal is due to a lacking indication that the Offeror would be proactive in identifying issues prior to notification by the Government which could cause degradation in performance throughout the life of the contract.

Id. at 36 (emphasis in original). Thus, the SSEB made clear that the concern regarding whether Crowley would be proactive in identifying issues before notification from the agency was the reason for the elevated risk rating assigned to the firm’s proposal.

As discussed above, the SSA selected GENCO’s higher-rated, higher-priced proposal for award based essentially on three factors: Crowley’s past performance rating of unknown confidence/neutral versus GENCO’s rating of satisfactory confidence, Crowley’s technical rating of acceptable under subfactor 4 versus GENCO’s rating of outstanding, and Crowley’s risk rating of moderate under subfactor 4 versus GENCO’s rating of low. See AR, Tab 62, SSDD, at 4-7. As also discussed above, the source selection decision specifically highlighted the finding underpinning Crowley’s elevated risk rating (i.e., the concern over whether Crowley would be proactive in identifying issues before notification from the agency), as well as the finding that [DELETED]. Id. at 4.

⁷ The SSEB also added that “[s]pecial contractor emphasis and close Government monitoring will likely be able to overcome the difficulties.” AR, Tab 60, SSEB Rep., at 23. This language, as well as the language regarding the degradation of performance, is taken from the solicitation’s definition for the moderate risk rating. See RFP at 49.

As previously stated, in order to be meaningful, discussions must identify deficiencies and significant weaknesses in an offeror's proposal. Here, the agency did not label its concern regarding whether Crowley would be proactive in identifying issues as a significant weakness or deficiency. For the reasons discussed below, however, we find that the issue represented a significant weakness.

First, SSEB repeatedly documented its view that the issue "could cause degradation in performance throughout the life of the contract." AR, Tab 60, SSEB Rep., at 14, 23, 36. Second, the SSA echoed this conclusion in his source selection decision. AR, Tab 62, SSDD, at 4. We have previously concluded that when an agency finds, as it did here, that the risk associated with a given aspect of an offeror's proposal may jeopardize successful performance of a contract, it represents a significant weakness. See Raytheon Co., B-404998, July 25, 2011, 2011 CPD ¶ 232 at 7; AT&T Corp., B-299542.3, B-299542.4, Nov. 16, 2007, 2008 CPD ¶ 65 at 11; see also FAR § 15.001 (defining a "significant weakness" as a proposal flaw that appreciably increases the risk of unsuccessful performance). Given the degree of risk that both the SSEB and the SSA attributed to the concern, we view it as a significant weakness, regardless of the fact that the agency did not expressly characterize it as such. See Raytheon Co., supra; AT&T Corp., supra.

Prejudice is an element of every viable protest. See Piquette & Howard Electric Serv., Inc., B-408435.3, Dec. 16, 2013, 2014 CPD ¶ 8 at 10; Supreme Foodservice GmbH, B-405400.3 et al., Oct. 11, 2012, 2012 CPD ¶ 292 at 14. Here, the SSA selected GENCO's proposal for award notwithstanding its evaluated price premium of more than \$1 billion. AR, Tab 62, SSDD, at 6-7. Further, he based his tradeoff decision essentially on only three factors, one of which was Crowley's elevated risk rating under subfactor 4. As discussed above, the record shows that the sole basis for the elevated risk rating was a concern that should have been, but was not, raised in discussions. Given the magnitude of difference in the total evaluated price of the two proposals (more than \$1 billion), we cannot say what the award decision might have been had Crowley been provided the opportunity to improve its risk rating under subfactor 4. In such circumstances, we resolve doubts regarding prejudice in favor of a protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See Supreme Foodservice GmbH, supra;

Kellogg, Brown & Root Servs., Inc.--Recon., B-309752.8, Dec. 20, 2007, 2008 CPD ¶ 84 at 5. Accordingly, we conclude that there is a reasonable possibility that Crowley was prejudiced by the agency's actions.⁸

In sum, we sustain Crowley's claim regarding discussions because: (1) in its initial evaluation, the agency documented concern over whether Crowley would be proactive in identifying issues before agency notification; (2) the agency did not raise this issue in discussions but instead documented it as a significant performance risk; and (3) the issue was a material factor in the agency's best-value tradeoff, demonstrating prejudice to Crowley. We therefore recommend that the agency reopen the competition, conduct meaningful discussions with the competitive-range offerors, request and evaluate revised proposals, and make a new source selection decision.⁹

⁸ The contracting officer minimizes the \$1 billion evaluated price difference between the two proposals by arguing that Crowley's and GENCO's evaluated prices of approximately \$7 and \$8 billion, respectively, are "not indicative of what will truly be spent over the lifetime of the contract" and that the percentage of price difference "is more important than the actual price difference." Contracting Officer's Statement at 32. These arguments do not change our view regarding prejudice. First, we believe that a 13 percent price differential reasonably can be viewed as significant, and we observe, in this regard, that the SSAC viewed the 11.6 percent difference between GENCO's and offeror 3's prices as "substantial." AR, Tab 61, SSAC Comparative Analysis, at 5. Second, regarding the contracting officer's apparent position that the total evaluated price is not reflective of the cost of performance, see also n.5, supra, we observe that in evaluating competitive proposals, agencies are required to meaningfully consider the cost to the government. See FAR § 15.304(c)(1); Eurest Support Servs., B-285813.3 et al., July 3, 2001, 2003 CPD ¶ 139 at 7. Thus, to the extent the agency does not consider the total evaluated prices here to be a reasonable assessment of the cost of performance, the agency should consider whether the solicitation's price evaluation methodology should be revised. See Eurest Support Servs., supra (although agencies have discretion in determining what price evaluation method to use, the method should, to the extent possible, accurately measure the cost to be incurred under the proposals); Lockheed, IMS, B-248686, Sept. 15, 1992, 92-2 CPD ¶ 180 at 6 (same).

⁹ Crowley also alleges that discussions were not meaningful with regard to the firm's past performance, arguing that the agency improperly failed to "alert Crowley to any . . . inadequacies regarding its past performance." Supp. Protest at 2-4; Comments at 16; Supp. Comments at 12. We see no merit in this claim. After the initial evaluation of proposals, the agency notified Crowley on numerous occasions that its proposal had been assessed a past performance rating of unknown confidence/neutral. AR, Tab 37, Crowley Competitive Range Notification Ltr., at 2; AR, Tab 43, First Crowley FRP Request Ltr., at 1; AR, Tab 48, Crowley Interim Rating Notification Ltr., at 2; AR, Tab 51, Second Crowley FRP Request Ltr., at 3. Further,
(continued...)

Best-Value Tradeoff

Crowley alleges that the agency's best-value tradeoff was flawed in several respects. Because, as discussed above, we recommend that the agency make a new source selection decision after reopening discussions, we need not address these allegations.¹⁰ Nevertheless, we observe that notwithstanding the high dollar value of this procurement and the complexity of the requirement, the agency's tradeoff analysis is quite brief and focuses primarily on proposal ratings rather than qualitative evaluation findings. See AR, Tab 62, SSDD, at 4-7. We point out that where a higher-priced, higher-technically-rated proposal is selected for award, the award decision must be supported by a rational explanation showing that the higher-rated proposal is in fact superior, and explaining why the technical superiority of the higher-priced proposal warrants the additional cost. See FAR § 15.308; Metis Solutions, LLC et al., B-411173.2 et al., July 20, 2015, 2015 CPD ¶ 221 at 13; DKW Commc'ns, Inc., B-411182; B-411182.2 June 9, 2015, 2015 CPD ¶ 178 at 5. We further point out that agencies may not base their selection decisions on adjectival ratings alone, since such ratings serve only as guides to intelligent decision making; source selection officials are required to consider the underlying bases for ratings, including the advantages and disadvantages associated with the specific content of competing proposals. See Metis Solutions, LLC et al., supra; DKW Commc'ns, Inc., supra, at 6-7.

Technical and Past Performance Evaluations

Crowley's primary allegation in this area is that the agency's evaluation of GENCO's technical proposal under the technical capability factor was unreasonable. In this regard, Crowley contends that GENCO's proposal did not address various tasks listed in the PWS and that the agency therefore should have evaluated the proposal as unacceptable. Comments at 4-6; Supp. Comments at 2-9. We disagree.

(...continued)

Crowley was afforded opportunities to submit revisions to the past performance volume of its proposal, and it did so as part of its FPR. AR, Tab 43, First Crowley FPR Request Ltr., at 1; AR, Tab 51, Second Crowley FPR Request Ltr., at 3; Tab 60, SSEB Rep., at 28-29. Thus, we see no basis to conclude that the agency's discussions with the firm regarding past performance were not meaningful.

¹⁰ We reach the same conclusion regarding Crowley's allegation that the agency evaluated Crowley's and GENCO's proposals unequally under subfactor 4. This allegation concerns the firms' approaches to quality control and/or quality assurance. Our recommendation that the agency reopen discussions and permit Crowley to respond to the agency's concern regarding the firm's approach to quality assurance necessarily will lead to a reevaluation under subfactor 4.

In reviewing protests of an agency's evaluation of an offeror's technical proposal, our Office does not reevaluate proposals; rather, we review the evaluation to determine if it was reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. See Alutiiq Tech. Servs. LLC, B-411464, B-411464.2, Aug. 4, 2015, 2015 CPD ¶ 268 at 4; Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6. An offeror's disagreement with the agency's evaluation, without more, does not establish the evaluation was unreasonable. See Alutiiq Tech. Servs. LLC, supra; Wackenhut Servs., Inc., supra.

As previously stated, the evaluation criteria for the technical capability subfactors set forth numerous areas for evaluation. See RFP at 49-53. Crowley's claim is based on its assertion that GENCO's proposal did not address various tasks listed in the PWS. Comments at 4-6. However, with one exception--discussed below--Crowley has not asserted, and it is not apparent to us, that the tasks that GENCO's proposal allegedly failed to address correlate to the areas listed in the solicitation's evaluation criteria. See RFP at 49-53. In other words, Crowley's protest concerns areas of the PWS that apparently were not the subject of evaluation.¹¹ Accordingly, we deny this ground of protest.

As mentioned above, Crowley identifies one PWS requirement--the use of specialized equipment--that GENCO's proposal allegedly did not address, but that was listed as an area for evaluation. Comments at 5; Supp. Comments at 8-9. In response to Crowley's claim, the agency points out that an EN was issued to GENCO asking the firm to explain how specialized equipment would be implemented. Agency Supp. Response to 2d Supp. Protest at 3 (citing AR, Tab 84, GENCO EN GNAK-1007, at 1). The record reflects that GENCO submitted a detailed response to the EN and that the agency evaluated GENCO's response as satisfactory. Id. While Crowley contends that the agency's evaluation in this area was nevertheless unreasonable, Crowley Comments on Agency Supp. Response to 2d. Supp. Protest at 3-5, Crowley's arguments reflect only disagreement with the agency's subjective evaluation judgments. This protest claim also is denied.

Finally, Crowley alleges that the agency's evaluation of the firm's past performance was unreasonable. Protest at 24-31; Comments at 20-21. We have considered all of Crowley's allegations in this area, and, based on the record, we find that none has merit.

¹¹ Crowley argues that general language in the solicitation's instructions-to-offerors section conveyed that the agency would evaluate an offeror's approach to every requirement in the PWS. Comments at 4 (citing RFP at 40); Supp. Comments at 3-4 (same). Given that the solicitation's instructions to offerors and technical capability evaluation criteria described numerous, specific PWS tasks that would be the subject of the evaluation, we see no merit in this argument.

RECOMMENDATION

We recommend that the agency reopen the competition, conduct meaningful discussions with the competitive range offerors, request and evaluate revised proposals, and make a new source selection. If a proposal other than GENCO's is selected for award, the agency should terminate GENCO's contract for convenience and make award to the appropriate offeror. We also recommend that Crowley be reimbursed the costs of filing and pursuing this protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d) (2016). Crowley's certified claim for costs, detailing the time expended and costs incurred, must be submitted to the agency within 60 days after receipt of this decision. Id. § 21.8(f).

The protest is sustained in part and denied in part.

Susan A. Poling
General Counsel