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# Decision

**Matter of:** Tech Marine Business, Inc.

**File:** B-420872; B-420872.2; B-420872.3

**Date:** October 14, 2022

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Jerome S. Gabig, Esq., for Morgan Business Consulting, LLC, the intervenor.  
Timothy J. Stecker, Esq., and Emily T. Rubino, Esq., Department of the Navy, for the agency.  
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## DIGEST

Protest challenging the agency's evaluation of protester's task order proposal under the technical factor is sustained where the agency's evaluation documentation was inadequate to support the reasonableness of the agency's evaluation.

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## DECISION

Tech Marine Business, Inc., of Washington, District of Columbia, protests the issuance of a task order to Morgan Business Consulting (MBC), of Arlington, Virginia, under request for task order proposals (RFP) No. N00164-21-R-3018, issued by the Department of the Navy, Naval Surface Warfare Center, Crane Division, for professional and engineering support services for the Navy's International Fleet Support Program Office. Tech Marine contends that the Navy's evaluation of the protester's technical proposal and resulting award decision were improper.

We sustain the protest.

## BACKGROUND

The Navy's International Fleet Support Program Office (referred to as "PMS 326") executes and administers Security Assistance Programs and Foreign Military Sales (FMS) cases by providing follow-on technical support to foreign navies. Agency Report

(AR), Tab 2, RFP, Statement of Work (SOW) at 9.<sup>1</sup> The purpose of the procurement here is to provide eligible foreign navies with access to a broad range of life-cycle support and other related services associated with the acquisition, operation, upgrade, modification, modernization, and maintenance of naval vessels within their inventories. *Id.*

The RFP was issued on June 25, 2021, to holders of the Navy's SeaPort-NxG multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) section 16.505.<sup>2</sup> RFP at 4, 69; Contracting Officer's Statement (COS) at 1. The solicitation contemplated the issuance of a cost-plus-fixed-fee task order for a base year with four 1-year options. RFP at 5-6; COS at 1. In general terms, the SOW required the contractor to provide 92,160 labor hours annually (plus up to a 10 percent surge) in specified labor categories to assist Navy personnel with the development, coordination, monitoring, and integration efforts in specified FMS platform readiness functional areas. RFP at 5-6; SOW at 9.

The solicitation established that task order award would be made on a best-value tradeoff basis, based on three evaluation factors in descending order of importance: (1) technical and management (technical); (2) past performance; and (3) price (cost).<sup>3</sup> *Id.* at 79-81. The technical factor consisted of four equal elements: (1) technical capabilities and approach (technical capabilities); (2) personnel requirements; (3) staffing plan; and (4) management approach. *Id.* at 81. The technical and past performance factors, when combined, were significantly more important than price. *Id.*

Six offerors, including MBC and the incumbent Tech Marine, submitted proposals by the August 2 closing date for receipt of proposals. COS at 1. A Navy technical evaluation team (TET) evaluated offerors' non-cost proposals using adjectival rating schemes set forth in the RFP as follows: outstanding, good, acceptable, marginal, or unacceptable for the technical factor; and substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence for the past performance factor. RFP at 81-82. A separate cost evaluation team assessed cost proposals for reasonableness, balance, and realism. RFP at 84; COS at 5. On January 10, 2022, after evaluating initial proposals, the agency made a competitive range determination consisting of all offerors. COS at 6.

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<sup>1</sup> Unless otherwise noted, references to page numbers are to the Adobe PDF document page numbers.

<sup>2</sup> The solicitation was subsequently amended twice. All citations are to the final version of the solicitation.

<sup>3</sup> The RFP referred to the final evaluation factor as "total evaluated price," but also established that, for award purposes, the agency would determine each offeror's "total evaluated cost[]" by adding together all realistic costs for the base and options periods, fixed-fee, travel, and other direct costs. RFP at 81. For purposes of clarity, and insofar as the solicitation contemplated the issuance of a cost-reimbursable task order, our decision refers to the final evaluation factor as "cost."

The Navy conducted discussions with offerors, followed by the submission of final proposal revisions (FPR) by a March 9 closing date. The agency, thereafter, evaluated offerors' FPRs, with the final evaluation ratings and costs of the MBC and Tech Marine proposals as follows:

	<b>MBC</b>	<b>Tech Marine</b>
<b>Technical</b>	Outstanding	Outstanding
<b>Past Performance</b>	Satisfactory Confidence	Substantial Confidence
<b>Proposed Cost</b>	\$37,914,788	\$42,250,355
<b>Evaluated Cost</b>	\$38,041,204	\$42,307,994

AR, Tab 3, TET Evaluation Report at 33-38; Tab 6, Source Selection Decision Document (SSDD) at 2. In support of the adjectival ratings assigned, the TET identified strengths and weaknesses, or made other narrative findings regarding the offerors' proposals. AR, Tab 3, TET Evaluation Report at 33-38.

On June 3, the source selection authority (SSA) received and reviewed the technical and cost evaluation reports. AR, Tab 6, SSDD at 1, 5. When comparing the MBC and Tech Marine proposals against each other, the SSA found the two offerors to be essentially equal under the technical evaluation factor. *Id.* at 3, 31-32. The SSA then concluded that, insofar as Tech Marine's superior past performance did not outweigh the associated cost premium, MBC's proposal represented the overall best value to the agency. *Id.* at 3, 32.

On July 8, after receiving notice of task order award to MBC, and a debriefing, Tech Marine filed its protest with our Office.<sup>4</sup>

## DISCUSSION

The protester raises two challenges to the agency's evaluation and resulting award decision. First, Tech Marine alleges that the Navy's evaluation of the firm's technical proposal was unreasonable. Protest at 10-11. The protester also contends that the agency's best-value tradeoff decision was improper and that the Navy failed to adequately document its judgment as to why the proposal submitted by MBC, and not Tech Marine, represented the overall best value to the government. *Id.* at 7-10; Comments & Supp. Protest at 5-10. Had the agency performed a proper evaluation and

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<sup>4</sup> Because the value of the issued task order here is in excess of \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under IDIQ contracts established pursuant to the authority in title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

best-value tradeoff determination, Tech Marine argues, it would have been selected for award.<sup>5</sup> Protest at 9.

For the reasons discussed below, we find the Navy failed to adequately document aspects of its evaluation of Tech Marine's proposal and, consequently, that the agency failed to establish the reasonableness of its evaluation.

#### Technical Evaluation of Tech Marine

Tech Marine protests the Navy's evaluation of its technical proposal. Specifically, the protester maintains that the agency unreasonably failed to identify various strengths in the offeror's submission under the management approach element and technical capabilities element. Protest at 10-11. Had the Navy properly evaluated Tech Marine's technical proposal, the protester argues, the agency would not have found the Tech Marine and MBC proposals technically equal. *Id.* at 10.

As stated above, the task order competition was conducted pursuant to FAR subpart 16.5. RFP at 69. 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. *Ohio KePRO, Inc.*, B-417836, B-417836.2, Nov. 18, 2019, 2020 CPD ¶ 47 at 4; *Smartronix, Inc.*; *ManTech Advanced Sys. Int'l, Inc.*, B-411970 *et al.*, Nov. 25, 2015, 2015 CPD ¶ 373 at 5. In order for us to review an agency's evaluation judgment, an agency must have adequate documentation to support its judgment. *Ohio KePRO, Inc.*, *supra* at 6; *Technology Concepts & Design, Inc.*, B-403949.2, B-403949.3, Mar. 25, 2011, 2011 CPD ¶ 78 at 8-9. Where an agency fails to document its evaluation, it then bears the risk that there may not be adequate supporting rationale in the record for us to conclude that the agency had a reasonable basis for the source selection decision. *Ohio KePRO, Inc.*, *supra* at 6-7; see *Systems Research & Applications Corp.*; *Booz Allen Hamilton, Inc.*, B-299818 *et al.*, Sept. 6, 2007, 2008 CPD ¶ 28 at 12.

#### Management Approach

Tech Marine first contends that it should have been assigned a strength regarding its transition plan, under the management approach element. Relevant here, the RFP instructed offerors to submit a transition plan which:

describe[s] the transition process in detail including all steps the Offeror intends to take in order to assume the workload from the incumbent Contractor, if applicable, within sixty (60) days upon Task Order award.

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<sup>5</sup> Tech Marine also protested that MBC made material misrepresentations about the availability of its key personnel, and failed to fulfill its obligation of notifying the agency of changes in the status of its proposed key personnel. Protest at 11-13; Supp. Protest at 1-2. The protester subsequently elected to withdraw this basis of protest. Tech Marine Notice of Partial Protest Withdrawal, July 24, 2022.

Each Offeror shall address . . . how the Offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the program's current operation. . . . The plan shall include, but not be limited to: start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. . . . The Offeror's proposal shall discuss, but is not limited to, the following specific elements: [(a) transition team responsibilities; (b) work turnover; (c) incumbent capture; (d) security requirements; (e) quality assurance; (f) training; and (g) archived material.]

RFP at 74. The RFP also established that, as part of the technical evaluation factor,

[t]he Government will evaluate the Offeror's transition plan by analyzing the POA&M, Mitigation Plan and plan for hiring personnel with respect to understanding of the SOW and its approach to begin work immediately and assume responsibility from the incumbent Contractor, if applicable, within 60 days after Task Order award without discontinuity of workflow or loss of integrity of the program's current operation.

*Id.* at 83.

Tech Marine's proposal included a detailed transition plan which addressed: transition team roles and responsibilities; timeline to full transition; creating interfaces for technical and contract administration; risk identification and risk mitigation strategies; work turnover; incumbent capture; security requirements; quality assurance; training; archived material (i.e., transfer and storage of documentation; handling and storage of classified material, handling and storage of other types of sensitive information). AR, Tab 4.1, Tech Marine FPR, Vol. I, Technical Proposal at 94-104. The TET, when evaluating Tech Marine's technical proposal, found the offeror's transition plan to be neither a strength nor a weakness. AR, Tab 3, TET Evaluation Report at 33-37.

Tech Marine contends the agency's evaluation of its transition plan was unreasonable. Protest at 10. The protester argues that its transition plan exceeded the Navy's schedule for workload turnover and would be completed "well in advance[] of the 60-day requirement." *Id.* Tech Marine explains that, as the incumbent contractor with existing infrastructure, personnel, and processes in place, the firm's transition plan reduced the complexity and risk associated with transitioning to a new task order. *Id.*

The Navy asserts that its evaluation of Tech Marine's transition plan was reasonable and consistent with the stated evaluation criteria. Memorandum of Law (MOL) at 3. The agency also contends that it "only documented aspects of [Tech Marine]'s proposal where it found strengths, weaknesses, significant weaknesses, or deficiencies," because "GAO has held consistently that 'an agency is not required to document all 'determinations of adequacy' or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item.'" *Id.* at 5, *citing Allied Tech. Grp., Inc.*, B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74; *Building Ops. Spt. Servs., LLC*

(BOSS), B-407711, B-407711.2, Jan. 28, 2013, 2013 CPD ¶ 56. Finally, the agency provides a declaration from the lead evaluator stating that “the TET reviewed [Tech Marine]’s transition plan and did not consider the proposed ability to transition faster than the 60-day requirement to be a strength.” AR, Tab 5, TET Chairperson Declaration at 1.

As a preliminary matter, the Navy’s argument above reflects a fundamental misunderstanding of our prior decisions. We have previously stated that 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, 2019 CPD ¶ 341 at 10 n.15; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 8; *By Light Prof’l IT Servs., LLC*, B-417191.3, Dec. 4, 2019, 2019 CPD ¶ 416 at 4 n.5; *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17; see also FAR 15.305(a). We have not, however, stated that such challenges to an agency’s evaluation, when they occur, are somehow not subject to review, as the Navy essentially argues here. Rather, 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.<sup>6</sup> See *By Light Prof’l IT Servs., LLC*, *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 MVH, LLC*, *supra* at 7-8 (finding the statements from the evaluators and contracting officer responding to the protester’s arguments demonstrated the reasonableness of the agency’s decision not to assign the challenged strengths). In other words, an agency’s evaluation of proposals, source selection decision, or post-protest explanations should be in sufficient detail to allow for the review of the merits of a protest. *Sterling Medical Corp.*, B-412407, B-412407.2, Feb. 3, 2016, 2016 CPD ¶ 73 at 6.

We, likewise, find the Navy’s reliance upon the decisions to which it cites to be misplaced. In *Allied Tech. Grp., Inc.*, the protester challenged the agency’s decision not

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<sup>6</sup> As we have consistently explained, in reviewing an agency’s procurement actions, we do not limit our consideration to contemporaneously-documented evidence, but instead consider all the information provided, including the parties’ arguments, explanations, and any hearing testimony. *AllWorld Language Consultants, Inc.*, B-414244, B-414244.2, Apr. 3, 2017, 2017 CPD ¶ 111 at 4 n.3. While we accord greater weight to contemporaneous materials, as opposed to judgments made in response to protest contentions, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *NWT, Inc.; PharmChem Labs., Inc.*, B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16 (citing *Quality Elevator Co., Inc.*, B-276750, July 23, 1997, 97-2 CPD ¶ 28 at 3-4).

to assign it an evaluation strength regarding its proposed key personnel. *Id.* at 12. While acknowledging that the agency was not required to document a determination of adequacy as part of its contemporaneous evaluation report, our Office then reviewed and found the evaluation to be reasonable based upon the post-protest explanation provided by the agency as to why the protester's key personnel were found to meet, rather than exceed, the stated requirements, and thus did not merit the assignment of a strength. *Id.* at 13 (referencing a statement provided by the TET lead evaluator).

Similarly, in our *BOSS* decision, the protester alleged the agency had only evaluated those areas of the firm's proposal that had been identified as strengths or significant strengths, and had failed to consider the remainder of the protester's submission. *Id.* at 4. The agency, as part of its report to our Office, explained that each evaluator had assessed every aspect of every offeror's proposal; the agency also explained why the aspects of the protester's proposal that were not rated as a strength did not merit such a determination. *Id.* at 4-5. There, we stated:

That the [evaluation team] did not discuss in its report each and every area identified under the subfactors does not mean that the agency did not consider them. Contrary to the protester's assertion, the agency was not required to document "determinations of adequacy" or otherwise explain why aspects of [the protester's] proposal did not receive a strength, weakness, or deficiency.

*Id.* at 5. Our decision, however, went on to discuss how the evaluation was found to be reasonable based on the post-protest documentation provided by the agency explaining why the aspects of the protester's proposal, that were not rated as strengths, did not warrant such a finding. *Id.* at 5-6.

Here, by contrast, the agency essentially provides no explanation--contemporaneous or otherwise--to support the reasonableness of its evaluation of Tech Marine's transition plan. See *Engineering & Computation, Inc.*, B-261658, Oct. 16, 1995, 95-2 CPD ¶ 176 at 3-4 (sustaining protest where the agency's evaluation was based on unsupported conclusions and where the agency failed to rebut protester's assertions that its proposal was misevaluated). While the agency report to our Office states that the "Navy carefully considered the particulars of each aspect of [Tech Marine]'s proposed technical approach," the agency does not even attempt to address why Tech Marine's transition plan did not warrant a strength. MOL at 3. Similarly, the contracting officer's statement does not respond to any of the protest allegations, including the arguments raised by Tech Marine regarding the evaluation of the firm's transition plan.<sup>7</sup> See COS at 1-7. Finally, as set forth above, with respect to the TET's evaluation of the transition plan, the declaration submitted by the lead evaluator is limited to a single conclusory finding: "the TET reviewed [Tech Marine]'s transition plan and did not consider the proposed

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<sup>7</sup> Although, the COS provided a detailed review of the procurement up to the time of task order award, the statement did not otherwise address the protest issues raised by Tech Marine. See COS at 1-7.

ability to transition faster than the 60-day requirement to be a strength.” AR, Tab 5, TET Chairperson Declaration at 1. We fail to see--and the agency has not adequately explained--why exceeding the transition schedule set forth in the RFP would not be of benefit to the agency. Likewise, the Navy has failed to address why a transition plan that begins work and assumes responsibility immediately and which reduces the complexity and risk associated with transition (as alleged by the protester), does not represent a strength. In sum, we find the Navy’s evaluation conclusions regarding Tech Marine’s transition plan are not adequately supported, and that the agency failed to rebut the protester’s assertions that its proposal was misevaluated.<sup>8</sup> *Engineering & Computation, Inc., supra.*

### Technical Capabilities

Tech Marine also challenges the evaluation of its proposal with regard to the technical capabilities element. Here, the RFP established the agency would evaluate the degree to which the proposal demonstrated: specific knowledge, capabilities, and approach in performing all aspects of the SOW; an understanding of the interdependencies/ interrelationships of the programs; a clear understanding of current Navy and Department of Defense requirements, policies, and Naval Sea Systems Command procedures affecting each task; and sufficient detail and rationale in meeting all aspects of the requirement. RFP at 83. Tech Marine’s proposal set forth the technical capabilities and approach being proposed to perform the various work requirements, and the TET identified no strengths or weaknesses in the protester’s proposal in this area. AR, Tab 4.1, Tech Marine FPR, Vol. I, Technical Proposal, at 26-57; Tab 3, TET Evaluation Report at 33-37.

The protester contends it should have been assigned a number of strengths regarding its proposed technical capabilities. Protest at 11. Specifically, based on its intimate knowledge of past, current, and future PMS 326 requirements as demonstrated in its

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<sup>8</sup> We also find no merit in the Navy’s attempt to recast the Tech Marine protest as solely premised upon the “virtue of incumbency,” or that “the appropriate place to capture [Tech Marine]’s strong work as an incumbent [was] in past performance (Factor 2). . . .” MOL at 6. First, the fact that Tech Marine’s performance under the incumbent contract was part of the past performance evaluation does not mean that it cannot also be properly considered as part of another evaluation criterion. *CSRA LLC, supra* at 13 (finding “there is nothing inherently wrong with an agency assigning multiple strengths where the same advantage is relevant to multiple evaluation factors”); *UNICCO Gov’t Servs., Inc.*, B-409111 *et al.*, Jan. 23, 2014, 2014 CPD ¶ 55 at 11 n.6 (noting that an agency may properly consider an element of a proposal under more than one evaluation criterion where the element is relevant and reasonably related to each criterion under which it is considered). Moreover, as incumbency does not represent an unfair competitive advantage, proposal strengths flowing from a firm’s incumbency may properly be considered by an agency in proposal evaluation. See *Verestar Govt. Servs. Grp.*, B-291854, B-291854.2, Apr. 3, 2003, 2003 CPD ¶ 68 at 8 n.4; *Dayron*, B-265875.2, Jan. 11, 1996, 96-1 CPD ¶ 10 at 5.



proposal, Tech Marine argues that it should have received strengths related to, among other things: its approach for development of monthly status reports; its knowledge of the interdependencies and interrelationships of PMS 326 and its stakeholder organizations; its approach for identifying and developing logistics products; its approach related to data collection tools; its approach for assisting in the preparation and development of integration and installation work packages; and its approach for reviewing, developing, updating, and providing recommendations regarding engineering change proposals and alterations. *Id.*

The Navy argues that its evaluation was reasonable, and that the protester's disagreement with an agency's judgment in evaluating proposals is insufficient to establish that the agency acted unreasonably. MOL at 3-4, citing *First Coast Serv. Options, Inc.*, B-409295.4, B-409295.5, Jan. 8, 2015, 2015 CPD ¶ 33 at 5. In support of its position, the agency also again references the declaration provided by the lead evaluator stating that "[t]he TET considered the aforementioned aspects of [Tech Marine]'s proposal during its evaluation, and did not find anything rising to the level of a strength as defined in the solicitation." AR, Tab 5, TET Chairperson Declaration at 2.

We find that, in contrast to above, the Navy's response here provides a reasonable basis to support the agency's evaluation. As the agency correctly notes, the protest does nothing more than restate various SOW requirements and claim that Tech Marine deserved strengths in these areas. See, e.g., Protest at 11 (Tech Marine's approach for SOW 2.1.2, Attend Meetings, "has merit and demonstrated value to the Government," Tech Marine's approach for SOW 2.1.3, Update and Maintain Existing Correspondence, "has merit and demonstrated value to the Government"). The protester, however, fails to demonstrate that the Tech Marine proposal exceeded the stated requirements or otherwise warranted technical capabilities strengths. *Id.* As the protester offers no other evidence or information--save naked assertions--that its proposal deserved various strengths, we see no basis to object to the agency's conclusion here that Tech Marine's technical capabilities were found not to rise to the level of strengths as defined in the solicitation. See *Computer World Servs.*, B-417634, Sept. 6, 2019, 2019 CPD ¶ 340 at 7-8 (finding that the protester failed to identify any meaningful basis for questioning the agency's judgments--other than to express its general disagreement with those judgments based on its status as the incumbent contractor).

In sum, insofar as the agency failed to adequately explain its evaluation of Tech Marine's transition plan in response to a colorable argument that it was entitled to a strength for having proposed an approach that exceeded the agency's requirements, we cannot find the evaluation to be a reasonable one and sustain the protest on this basis.<sup>9</sup>

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<sup>9</sup> We also find the evaluation error here to be prejudicial to Tech Marine. Competitive prejudice is an essential element of a viable protest, and we will only sustain a protest where the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 8. Here, the Navy's best-value decision

*Business Integra Tech. Sols., Inc., supra.* However, as the Tech Marine protest fails to demonstrate that the agency's evaluation of the offeror's technical capabilities was unreasonable, we find no additional bases on which to sustain the protest.

### Best-Value Tradeoff Decision

Tech Marine also challenges the agency's best-value tradeoff decision. Specifically, the protester maintains that the agency's best-value tradeoff was both unreasonable and inadequately documented. Protest at 7-10; Comments & Supp. Protest at 5-8.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the SSA to perform a tradeoff between price and non-price factors, that is, to determine whether one proposal's (or quotation's) superiority under the non-price factor is worth a higher price. *Guidehouse LLP*, B-419848.3 *et al.*, June 6, 2022, 2022 CPD ¶ 197 at 17; *Alpha Omega Integration, LLC*, B-419812, B-419812.2, Aug. 10, 2021, 2021 CPD ¶ 302 at 7. In reviewing protests of awards 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. *Guidehouse LLP, supra*; *Triple Canopy, Inc.*, B-310566.4, Oct. 30, 2008, 2008 CPD ¶ 207 at 6-7. In this regard, FAR part 16 requires that agencies document the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. FAR 16.505(b)(7). An agency that fails to adequately document its source selection decision bears the risk that our Office may be unable to determine whether the decision was proper. *Alpha Omega Integration, LLC, supra.*

As set forth above, the RFP established three evaluation factors in descending order of importance: technical; past performance; and cost. RFP at 80-81. The non-cost factors, when combined, were significantly more important than cost. *Id.* at 81. With regard to past performance, the RFP established that proposals would be assigned an overall performance confidence assessment rating based on the recency, relevancy, and quality of an offeror's prior work. *Id.* at 81. Relevant here, the RFP defined a "substantial confidence" rating as "[b]ased on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform

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was based in part on the determination that the Tech Marine and MBC proposals were technically equal. We cannot say what impact even just one technical evaluation error would have had on the Navy's best-value decision: any change in Tech Marine's technical evaluation could have widened the gap between the two proposals sufficiently that the SSA no longer considered them technically equivalent, potentially resulting in a different best-value decision. In such circumstances, we resolve any doubts regarding prejudice in favor of the protester because even a reasonable possibility of prejudice forms a sufficient basis to sustain a protest. *Arctic Slope Mission Servs., LLC*, B-410992.5, B-410992.6, Jan. 8, 2016, 2016 CPD ¶ 39 at 15. Accordingly, we conclude that Tech Marine has established the requisite competitive prejudice to prevail in its bid protest of this issue.

the required effort,” and a “satisfactory confidence” rating as “[b]ased on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.” *Id.* at 82.

When performing a comparison of MBC’s and Tech Marine’s proposals as part of the best-value tradeoff determination, the SSA first found the two offerors to be essentially equal under the technical evaluation factor. AR, Tab 6, SSDD at 3, 31. With regard to the past performance factor, the SSA found:

Both offerors provided recent past performance of varying relevance. Based on the overall relevance in the cited past performance, the TET assessed “Substantial Confidence” in [Tech Marine]’s proposal and “Satisfactory Confidence” in MBC’s proposal for Factor 2. Despite [Tech Marine]’s higher rating, the MBC past performance is a positive indication of ability to perform this work and does not present significant risk to successful contract execution. From the RFP, a rating of “Satisfactory Confidence” means that the Government has a reasonable expectation that MBC will successfully perform the required effort.

*Id.* at 31.

Finally, the SSA set forth her conclusion as follows:

The [Tech Marine] and MBC proposals were both technically sound, with no significant distinguishing features in either. [Tech Marine’s] past performance was rated higher than MBC’s, however there is not a high level of risk to successful contract performance considering the MBC past performance rating. . . . Considering the parity between the two proposals in Factor 1, and the only slightly stronger experience in Factor 2 for [Tech Marine]’s proposal, I conclude that I cannot justify the 11.22% premium in [cost] included in [Tech Marine]’s proposal. . . .

*Id.* at 32.

Tech Marine contends the agency’s best-value tradeoff decision failed to adequately document why the protester’s superior past performance--a criterion which the RFP established was of greater importance than cost--was not worth the 11% cost premium. Comments & Supp. Protest at 5-8. The protester also argues the agency gave too much weight to the cost factor as part of the award decision. *Id.* at 8-10. In response, the agency asserts that the SSA sufficiently documented the best-value tradeoff decision in accordance with the solicitation. MOL at 7-10. The agency also argues the SSA properly considered the offerors’ relative costs, and that Tech Marine’s disagreement with the agency’s judgment as to which proposal offers the best value, without more, does not establish that the decision was unreasonable. *Id.* at 8.

We note the source selection document is fairly limited in its explanation as to why Tech Marine's superior past performance was found not to be worth the associated cost premium, insofar as the solicitation established that past performance was a more important evaluation criterion than cost. See *NOVA Corp.*, B-408046, B-408046.2, June 4, 2013, 2013 CPD ¶ 127 at 7-8. However, in light of our determination that certain aspects of the evaluation of Tech Marine's technical proposal were not reasonable, and our corresponding recommendation, we need not address, here, whether the agency's best-value tradeoff decision was reasonable and adequately documented. *Innovative Test Asset Sols., LLC*, B-411687, B-411687.2, Oct. 2, 2015, 2016 CPD ¶ 68 at 19 n.26. The agency may wish to revisit the adequacy of its tradeoff rationale in a subsequent best-value selection decision.

## CONCLUSION AND RECOMMENDATION

On the basis of our review of the record, we conclude that the agency's evaluation of Tech Marine's transition plan and response to that protest allegation does not provide our Office with information sufficient to review the reasonableness of the agency's conclusions, and sustain the protest on that basis. We recommend that the agency reevaluate Tech Marine's proposal, consistent with this decision, and, based on that reevaluation, make a new source selection determination. If, upon reevaluation, Tech Marine is determined to offer the best value to the government, the Navy should terminate MBC's task order for the convenience of the government and make award to Tech Marine. We also recommend that Tech Marine be reimbursed the costs of filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). Tech Marine should submit its certified claim for costs, detailing the time expended and costs incurred, directly to the contracting agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez  
General Counsel