



**DOCUMENT FOR PUBLIC RELEASE**

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

# Decision

**Matter of:** Caddell-Nova, JV

**File:** B-420892; B-420892.2

**Date:** October 20, 2022

Howard W. Roth, Esq., Douglas S. Oles, Esq., Jedidiah K. Blake, Esq., and Sydney M. Sullivan, Esq., Oles Morrison Rinker & Baker, LLP, for the protester.

Nick R. Hoogstraten, Esq., Peckar & Abramson, PC, for GWWH A Joint Venture, the intervenor.

Gina M. Sirianni, Esq., Department of Homeland Security, for the agency.

David A. Edelstein, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

1. Protest of agency's technical evaluation is denied where the protester has not demonstrated that the evaluation was unreasonable or that the agency evaluated proposals unequally.
2. Protest of agency's best-value tradeoff decision is denied where the agency considered the technical merit and price difference between proposals and made a reasonable and well-documented determination that the awardee's technical superiority outweighed the protester's lower price.

## DECISION

Caddell-Nova, A Joint Venture (Caddell), of Napa, California, protests the issuance of a task order to GWWH A Joint Venture, of Watsonville, California, under task order announcement (TOA) 70Z05022RABCD0001, issued by the Department of Homeland Security (DHS), United States Coast Guard, for design and construction services. The protester challenges the agency's technical evaluation and best-value tradeoff decision.

We deny the protest.

## BACKGROUND

The agency issued the TOA on January 20, 2022, under DHS's Nationwide Multiple Award Construction Contract II indefinite-delivery, indefinite-quantity contract, for the

design and construction of a Fast Response Cutter (FRC) homeport and other related facilities in Astoria, Oregon. Contracting Officer's Statement (COS) at 1-3. The solicitation anticipated issuance of a single fixed-price, design-build task order on a best-value tradeoff basis, with a period of performance of 1,066 days from the date of award. *Id.* at 1; Protest, exh. D, TOA<sup>1</sup> at 4, 20-21.

The solicitation included two base work items: construction of the FRC homeport and associated dredging requirements. TOA at 3. The solicitation also included four option items: two alternative options for either a modular or permanent facility for the maintenance and weapons division (MWD), an additional floating dock with associated expanded dredging requirements, and non-critical seawall revetment. *Id.* at 4. The solicitation stated that "[o]ptions that are exercised, if any, will be exercised at time of award." *Id.* at 25.

The solicitation provided that the agency would issue the task order on a best-value tradeoff basis considering price and three technical factors: design and construction approach for major scope items, phasing plan, and subcontractor management. *Id.* at 21. Proposals would be assigned adjectival ratings for each of these technical factors, as well as an overall technical rating. *Id.* The possible adjectival ratings, in descending order, were superior, good, satisfactory, marginal, and unsatisfactory. *Id.* at 21-22. The technical factors were of approximately equal importance, and, when combined, were approximately equal in importance to price. *Id.* at 19.

With respect to price, the solicitation stated that the agency would evaluate the total price for the base work items and any options exercised at the time of award. TOA at 4; Federal Acquisition Regulation (FAR) provision 52.217-4.

The agency received five timely proposals, including proposals from Caddell and GWWH. COS at 2. The agency convened a technical evaluation team (TET), which produced a report evaluating proposals on the technical factors. Agency Report (AR), Exh. 24, Non-Price Evaluation Report at 1.

On the design and construction approach factor, the TET assigned Caddell's proposal a rating of satisfactory based on an assessment of four strengths and three weaknesses. *Id.* at 1-2. On the phasing plan factor, the TET identified one strength, three weaknesses, and one significant weakness in Caddell's proposal, and assigned a rating of marginal. *Id.* at 2-4. With respect to subcontractor management, the TET identified three strengths and no weaknesses in Caddell's proposal, and assigned a rating of satisfactory. *Id.* at 4. The TET gave Caddell an overall technical rating of satisfactory. *Id.* at 2. Specific examples of the weaknesses and significant weaknesses found in Caddell's proposal are discussed below.

For the design and construction approach factor, the TET assigned GWWH's proposal a rating of good based on an assessment of five strengths and no weaknesses. *Id.* at 5.

---

<sup>1</sup> The TOA was amended ten times prior to submission of proposals. COS at 2. Unless otherwise specified, citations to the TOA are to the original TOA, Protest, exh. D.

For the phasing plan factor, the TET identified one strength and four weaknesses (none significant), and assigned GWWH's proposal a rating of satisfactory. *Id.* at 6. With respect to subcontractor management, the TET identified three strengths and no weaknesses in GWWH's proposal, and assigned a rating of good. *Id.* at 6-7. The TET gave GWWH an overall technical rating of good. *Id.* at 4.

The agency also prepared an abstract of prices, which set forth all offerors' proposed prices for the base work and the four options. AR, Exh. 23, Abstract of Prices. Caddell's price for the base work was \$29,395,185. *Id.* at 1. GWWH's price for the base work was \$30,690,631. *Id.*

In a task order award memorandum dated June 24, the contracting officer determined that award to GWWH was in the best interest of the agency. AR, Exh. 25, Award Memorandum at 13. In making this decision, the contracting officer weighed the technical merit and price of GWWH's and Caddell's proposals in a detailed discussion. The contracting officer wrote:

Due to GWWH's overall strong approaches to design, construction, and subcontractor management, GWWH provides an overall higher value proposal. Given the risk presented by [Caddell]'s phasing plan, it is recommended that award should be made to GWWH for a 4.4% higher base price. The additional cost of \$1.3M for the GWWH proposal is more than offset by the benefits of the GWWH's approach and the avoidance of the risks associated with [Caddell]'s proposal. GWWH has a superior, lower-risk approach to dredging, a lower-risk phasing plan, and a more robust management plan. Specifically, GWWH's approach to dredging is more effective at mitigating safety, environmental, permitting, and cost risks. The costs risks that GWWH's proposal mitigates can be considerable, as delays in the permitting process can produce added daily rates for barge / dredging equipment. Additionally, GWWH proposes an approach to fabrication of construction elements in a more controlled environment than [Caddell]'s proposed approach, which minimizes [quality control] challenges and the potential for re-work. Neither contractor presented a risk-free phasing plan, but GWWH's plan was considered superior to the plan from [Caddell] which had a significant weakness in regard to alignment with the contract requirements, activities at completion of construction, and fast tracking. The Coast Guard anticipates that [Caddell]'s schedule would need to be comprehensively revised in order to meet the project requirements. Such a revision would place undue administrative burden on the Coast Guard team and would likely increase costs to the contractor in the form of additional field time / general conditions costs. It could also put the ultimate project completion deadlines in the RFP at risk, thereby potentially compromising the Coast Guard's ability to provide critical services. Finally, while [Caddell] has submitted teaming

agreements with three major subcontractors, GWWH has teaming agreements with subcontractors for all the major work tasks (six subcontractors).

*Id.* at 12-13.

On July 6, the agency issued a task order to GWWH, for the base work items only, in the amount of \$30,690,631. AR, Exh. 1, Notice of Contract Award at 1-2. This protest followed.<sup>2</sup>

## DISCUSSION

### Technical Evaluation Challenges

The protester challenges multiple aspects of the agency's technical evaluation. In this regard, the protester alleges that the agency improperly assessed the six weaknesses and one significant weakness identified in its proposal, and that the agency evaluated offerors unequally.

The evaluation of technical proposals, including determinations regarding the magnitude and significance of evaluated strengths and weaknesses, is a matter largely within the agency's discretion, and a protester's disagreement with the agency's judgment, without more, does not establish a basis for our Office to sustain a protest. *Pemco Aeroplex, Inc.*, B-310372, Dec. 27, 2007, 2008 CPD ¶ 2 at 10-18. Our Office will not disturb an agency's evaluation of technical proposals unless it is shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *Wilson 5 Serv. Co., Inc.*, B-407047, Oct. 18, 2012, 2012 CPD ¶ 339 at 4. Further, when a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10.

With these standards in mind, we have reviewed all of the protester's challenges, and conclude that the agency's evaluation of proposals was reasonable, fair, and in accordance with the terms of the TOA. We address representative examples below.

### Evaluation of Factor 1 - Design and Construction Approach

The protester challenges the agency's assessment of a weakness, under the design and construction approach factor, for Caddell's plan to use an existing structure, referred to as "Pier 6," to take exploration borings below the high tide line. In this respect, Caddell's proposal stated: "[a]s of now, the geotechnical exploration consists of a number of borings below the [h]igh [t]ide [l]ine that will be taken off existing structures." Protest, exh. E, Caddell Non-Price Proposal at 6. The agency understood Caddell's reference to "existing structures" to mean Pier 6. AR, Exh. 24, Non-Price

---

<sup>2</sup> Because the value of the protested task order exceeds \$10 million, this protest is within our jurisdiction. 41 U.S.C. § 4106(f)(1)(B).

Evaluation Report at 2.<sup>3</sup> The agency found this to be a weakness because “[t]he existing Pier 6 is load restricted, and not feasible for taking borings from it.” *Id.*

The solicitation included a 2007 inspection and assessment report of Pier 6. Protest, exh. K, Pier 6 Inspection Report. This inspection report explained that Pier 6 consists of a concrete superstructure supported by 396 steel H-piles. *Id.* at 7. The inspection found that the concrete superstructure was “generally in satisfactory condition.” *Id.* at 5. However, the inspection found significant corrosion losses in the steel H-piles supporting the superstructure. *Id.* The report concluded: “Overall, the condition of the steel H-piles is [s]erious and the pier should be restricted from use until the piles are repaired or the superstructure can be supported by an alternative approach.” *Id.* at 13. Nothing in the TOA indicated that any such work has been performed since the report was issued, and, as the agency notes, the steel H-piles have likely experienced further corrosion in the intervening 15 years. Supp. COS at 6.

The protester argues that the agency’s assessment of a weakness is unreasonable because Caddell planned to conduct boring operations from Pier 6’s concrete superstructure, which the inspection report states was in satisfactory condition. Comments & Supp. Protest at 13-14. The agency counters that the condition of the superstructure is irrelevant to the assessed weakness, because the superstructure is supported by the corroded steel H-pile foundation, and it is the condition of the H-piles that makes Pier 6 unfit for use. Supp. COS at 5.

We agree with the agency. It is clear from the inspection report that Pier 6’s steel H-piles support its concrete superstructure, and that the H-piles are corroded to the point where the entire pier must be restricted from use. The protester’s interpretation that it can “use” the Pier 6 concrete superstructure for boring activities, notwithstanding its corroded support structure, is not a reasonable reading of the solicitation documents. Our Office will not sustain a protest that requires us to adopt a protester’s unreasonable interpretation of the solicitation. See, e.g., *MetroStar Systems, Inc.*, B-419890, B-419890.2, Sept. 13, 2021, 2021 CPD ¶ 324 at 11. Accordingly, we find the agency’s assessment of this weakness reasonable.

Also with respect to the design and construction approach factor, the protester argues that the agency treated Caddell and GWWH unequally because the agency assigned Caddell’s proposal, but not GWWH’s proposal, a weakness related to a plan to work outside of the normal working hours allowed by the TOA. In this regard, the solicitation stated that “[w]ork is authorized on Coast Guard property from 0730 to 1700 Monday through Friday. No work is allowed on weekends or Federal holidays without prior approval from the [c]ontracting [o]fficer.” Protest, exh. F, Specifications at 6. In response to a pre-proposal question, the agency agreed to a limited exception to this requirement, as follows: “[t]he [c]ontractor may perform in-water dredging activities

---

<sup>3</sup> Caddell appears to agree with the agency’s understanding that its reference to “existing structures” meant Pier 6. See, e.g., Comments & Supp. Protest at 13 (“[i]t is clear . . . that parts of Pier 6 can be used as reasonably proposed by [Caddell].”)

outside of normal work[ing] hours” with notification to (but not conditioned on specific approval by) the agency. Protest, exh. H, TOA Amendment 9 at 14. The agency amended the specifications to include this exception. *Id.* at 3.

Against this backdrop, Caddell stated in its proposal that it would perform work to remove existing steel piles “with notification . . . 7 days-per-week, 10 hours-per day.” Protest, exh. E, Caddell Technical Proposal at 7. The agency assessed a weakness to Caddell’s proposal, stating: “The proposal is assuming that [the] [c]ontracting [o]fficer will grant extended work hours as part of their proposal; however, the [solicitation] requires the proposal to assume in-water construction will only be permitted during normal working hours. Th[ese] extended work hours [are] not guaranteed, and this false assumption is a risk.” AR, Exh. 24, Non-Price Evaluation Report at 2.

In comparison, GWWH stated in its proposal: “[d]redging and capping operations will be performed on a 24-hour schedule to maximize the in-water work period.” AR, Exh. 17, GWWH Non-Price Proposal at 5. The agency did not assess a weakness to GWWH’s proposal for this plan. AR, Exh. 24, Non-Price Evaluation Report at 5.

Caddell contends that this constitutes unequal treatment because both Caddell and GWWH proposed to work outside of normal working hours, but the agency assessed a weakness to Caddell only. The agency argues that its response to the pre-proposal question and amendment to the solicitation’s specifications permitted only “in-water dredging” to be performed outside of normal working hours without prior agency approval. The agency further contends that the work that GWWH proposed to conduct outside of normal working hours was in-water dredging, but that the work that Caddell proposed to perform was not.

We find the agency’s argument reasonable. GWWH planned to perform “dredging and capping” outside of normal working hours. Capping refers to placing a layer of sand above dredged material, and is considered part of the dredging process. See, e.g., AR, Exh. 24, Non-Price Evaluation Report at 5 (awarding GWWH a strength for its approach to in-water dredging because of its ability to quickly place a capping layer of sand above dredged material management units). Accordingly, under the terms of the TOA, GWWH was permitted to perform this work outside of normal working hours with notice to the agency.<sup>4</sup>

---

<sup>4</sup> Caddell argues that GWWH’s proposal should have been found unacceptable because it did not expressly state that GWWH would give the required notice before dredging outside of normal working hours. Supp. Comments at 15. This argument is without merit. This notice requirement is contained in an amendment to the project’s specifications, a 255-page document comprising numerous requirements that the contractor will be obligated to follow. See Protest, exh. F, Specifications; Protest, exh. H, TOA Amendment 9 at 3. GWWH certified that it reviewed the project specifications. AR, Exh. 17, GWWH Non-Price Proposal at 8. While the solicitation required offerors to explain their “approach” to major scope items, TOA at 21, we do not

By contrast, Caddell planned to remove existing steel piles outside of normal working hours, by use of a vibratory pile extractor. Protest, exh. E, Caddell Technical Proposal at 7. Here, we credit the agency's argument that "dredging" is understood in the industry to mean removing sediment and debris from the bottom of waterways by scooping or suctioning, and does not extend to the removal of piles protruding from the water surface by means of a vibratory extractor. See Supp. COS at 7 (*citing* Dredging Contractors of America, Dredging 101, <https://dredgingcontractors.org/dredging-101/> (last visited Oct. 14, 2022)). Further, Caddell's protest argument that "in-water dredging" includes pile removal contradicts its own proposal, which clearly recognizes that these are separate activities. See Protest, exh. E, Caddell Technical Proposal at 7 ("our team has concluded that it is best to NOT be working on pile removal and dredging simultaneously").

Thus, the agency reasonably concluded that Caddell (but not GWWH) proposed to perform work other than in-water dredging outside of normal working hours, which would have required contracting officer approval.<sup>5</sup> In this respect, the proposals of Caddell and GWWH are plainly not the same. Because the difference in the agency's evaluation stems from a difference in the proposals, Caddell has not demonstrated unequal treatment. *IndraSoft, Inc.*, *supra* at 10.

#### Evaluation of Factor 2 - Phasing Plan

Under the phasing plan factor, Caddell challenges the agency's assessment of a significant weakness in its proposal. The TET summarized this significant weakness as follows:

The schedule does not align with [the solicitation] requirements and presents an increased risk to the [g]overnment of the construction not being able to be completed on time when the schedule is built in accordance with the contract.

---

think it required offerors to affirmatively certify an intent to comply with each and every one of the specifications' administrative requirements, particularly where nothing on the face of the offeror's proposal suggests an intent not to comply.

<sup>5</sup> Notably, in addition to Caddell's plan to perform pile removal work on weekends (which the TOA provided might have been allowed with prior contracting officer approval), Caddell also planned to perform this work outside of the allowable times on weekdays: Caddell stated that it intended to work 10-hour days; the solicitation provided that work was permitted from 0730 to 1700 on weekdays, a total of 9.5 hours. The TOA did not provide a mechanism for the contracting officer to authorize work outside of normal working hours on weekdays. See Protest, exh. F, Specifications at 6.

The entire proposed schedule sequencing and durations seem[] to be predicated on a flawed understanding of the “fast tracking” process.

AR, Exh. 24, Non-Price Evaluation Report at 3.

The “fast tracking” process under the TOA allowed the contractor, at its option, to design and construct the project in two phases, such that the contractor could begin construction work on the first phase while still performing design work on the second phase.<sup>6</sup> See, Protest, exh. F, TOA Specifications at 218-219. If the contractor elected to fast track its work, the TOA specifications required the contractor to submit design packages for each of the two phases, and stated that each phase’s design submittal “shall be reviewed and validated by the Coast Guard for conformance to the [solicitation/c]ontract requirements prior to commencement of procurement, fabrication, or construction for that phase.” *Id.* at 218.

In evaluating Caddell’s phasing plan, the TET identified several ways in which Caddell’s proposed schedule did not conform to the TOA’s fast tracking requirements. AR, Exh. 24, Non-Price Evaluation Report at 3. The TET found that Caddell’s schedule did not include two separate design packages, that Caddell planned to begin some phase I construction activities prior to the completion of that phase’s design, and that Caddell planned to begin procurement of long-lead items prior to the completion of design. *Id.* at 3-4.

Caddell makes several arguments against the assessment of this significant weakness.

First, Caddell argues that its proposal did not identify any fast-tracked work. Protest at 24. This argument is contradicted by Caddell’s proposal. The agency correctly identifies multiple instances in which Caddell expressly proposed to use fast tracking. COS at 13; Protest, exh. E, Caddell Non-Price Proposal at 8 (“[Caddell] will utilize a limited ‘fast track’ approach to construction of the waterfront improvements, including the pier bulkhead, pier, and floats.”), (“This fast-track design element approach [to pile design] will mitigate any potential supply chain issues that could jeopardize the pier construction schedule.”), at 10 (“design and approval of the floats needs to be handled in an expedited manner, with release for fabrication of the floats taking place on a fast-track”), (“This fast-track approach to ground improvements means that there will be no delay between the approval of the 100% design and the start of building foundation structural activities.”).

Second, Caddell argues that the schedule items the agency identified as improperly fast tracked were either minor, not on the critical path to project completion, or had sufficient “float” such that they would not have jeopardized the timely completion of the project. Protest at 24-25. Caddell suggests that it could have clarified or corrected these issues with the agency after contract award. *Id.* The agency asserts that this argument is not

---

<sup>6</sup> Phase I consisted of in-water demolition, site work, geotechnical, foundation, and civil work; phase II included structural, building enclosure, and remaining work phases. Protest, exh. F, TOA Specifications at 218.



germane to the significant weakness, because the significant weakness was assessed for Caddell's apparent limited understanding of critical aspects of the TOA's schedule requirements. COS at 15.

We find the agency's position to be reasonable. In this regard, the TOA clearly informed offerors that the agency would evaluate their understanding of the solicitation's requirements. For example, a rating of "superior" on any factor was reserved for proposals that "demonstrate[] an excellent understanding of the requirements," while a proposal that "demonstrate[d] a shallow understanding of the requirements" would be rated as marginal. TOA at 21-22. The agency reasonably concluded that Caddell's proposal, in multiple instances, demonstrated a lack of understanding of the solicitation's fast tracking requirements. Further, in making the tradeoff decision, the contracting officer expanded upon the TET's analysis and expressed concern that Caddell's schedule would need to be comprehensively revised during performance, which would place undue administrative burden on the agency, increase costs, and jeopardize timely project completion. AR, Exh. 25, Award Memorandum at 13. We see nothing unreasonable in this conclusion, or in the agency's decision to view Caddell's demonstrated lack of understanding of the fast tracking process as a significant weakness.<sup>7</sup>

Caddell also challenges the significant weakness the agency assessed under the phasing plan factor because the agency's assessment of that significant weakness was based, in part, on concerns related to option work that the agency did not award. Protest at 24. Specifically, in addition to the fast tracking issues discussed above, the TET identified several "closeout activities" as missing from Caddell's schedule, including one related to the construction of the MWD facility. AR, Exh. 24, Non-Price Evaluation Report at 3. The agency did not award the MWD facility option. See AR, Exh. 1, Award Notice at 1-2.

The agency contends that the contracting officer's tradeoff decision did not consider weaknesses related to the unawarded option work. COS at 12-13. The record confirms this. While the TET report mentioned closeout activities for the MWD building, the

---

<sup>7</sup> Caddell also argues that the agency treated it and GWWH unequally because the agency expressed concern with GWWH's approach to fast tracking, but did not assess a significant weakness or evaluate its phasing plan as marginal. Supp. Comments at 20-23. However, the record shows that the agency viewed GWWH's references to fast tracking as an "ambiguity" mitigated by the overall reasonableness of the project schedule presented in GWWH's proposal. AR, Exh. 24, Non-Price Evaluation Report at 6; AR, Exh. 25, Award Memorandum at 10. This is in contrast to Caddell's proposal, where the agency found that Caddell entirely misunderstood the fast tracking requirements, in a manner that would likely require wholesale revision of Caddell's schedule during performance. AR, Exh. 24, Non-Price Evaluation Report at 3-4; AR, Exh. 25, Award Memorandum at 13. The difference in the agency's evaluation thus stems from a difference in the proposals, and Caddell has not demonstrated unequal treatment. *IndraSoft, Inc.*, *supra* at 10.

contracting officer's award memorandum (which contained both a summary of the agency's evaluation findings and a detailed explanation of the agency's tradeoff rationale) did not. See AR, Exh. 25, Award Memorandum at 5-6, 10-13. In fact, the award memorandum, in discussing the contracting officer's rationale for viewing GWWH's phasing plan as superior to Caddell's, references only concerns about fast tracking:

Of particular significance to the Government is [Caddell]'s flawed assumptions regarding the fast track process. The RFP requirements specifically note that any construction activity selected for fast track can only commence after the design for that activity has been finalized. [Caddell]'s approach does not meet this requirement. At a minimum, this weakness demonstrates a limited understanding of a critical aspect of the schedule requirements; however, even if the offeror were to correct its proposed schedule to comply with the specifications after award, it would likely impact the total duration of their proposed schedule. This could in turn significantly increase the contractor's costs for the additional time in the field.

AR, Exh. 25, Award Memorandum at 12. In any event, the agency also identified closeout tasks for base work items that were missing from Caddell's schedule, such as certain "as-built" drawings and operations and maintenance manuals. AR, Exh. 24, Non-Price Evaluation Report at 3.

In short, we see no reason to conclude that the TET's concern with Caddell's schedule for the MWD facility was carried forward by the contracting officer or played a role in the agency's award decision. In such circumstances, Caddell cannot demonstrate competitive prejudice from this alleged error. See *LightBox Parent, LP*, B-420032.2, *et al.*, Feb. 24, 2022, 2022 CPD ¶ 63 at 15. Competitive prejudice is an essential element to every viable protest, and where an agency's improper actions did not affect the protester's chances of receiving award, there is no basis for sustaining the protest.<sup>8</sup> *Id.*

### Evaluation of Factor 3 - Subcontractor Management

With respect to the subcontractor management factor, Caddell does not challenge any specific finding of the agency's evaluation. Instead, Caddell argues that the agency--having found three strengths and no weaknesses in Caddell's proposal under

---

<sup>8</sup> For similar reasons, we find no basis to sustain the protest where the agency has conceded that the TET erroneously assessed a non-significant weakness to Caddell's proposal related the timing of Caddell's plan to erect a construction fence. See COS at 9-10. The agency contends, and the record confirms, that the contracting officer did not consider this weakness in making the best-value tradeoff decision. AR, Exh. 25, Award Memorandum at 10-13. Therefore, Caddell cannot demonstrate prejudice from this error. *LightBox Parent, supra* at 15.

this factor--was required to rate Caddell's proposal as good rather than satisfactory.<sup>9</sup> Protest at 25. Alternatively, the protester contends that the agency engaged in unequal treatment when it rated GWWH's proposal as good despite GWWH also being assessed three strengths and no weaknesses. Comments & Supp. Protest at 36-38.

We need not decide the merits of Caddell's challenge to these assigned adjectival ratings because the protester has failed to demonstrate that it was competitively prejudiced by the errors alleged. *ICI Services Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, 2021 CPD ¶ 342 at 13. In this regard, the record reflects that the contracting officer did not rely on the offerors' adjectival ratings when he found GWWH to be technically superior to Caddell under the subcontractor management factor. Rather, the contracting officer found GWWH to be technically superior to Caddell on this factor because of a qualitative difference in the offerors' proposals. Specifically, the contracting officer explained: "while [Caddell] has submitted teaming agreements with three major subcontractors, GWWH has teaming agreements with subcontractors for all the major work tasks (six subcontractors)." AR, Exh. 25, Award Memorandum at 13. This qualitative analysis is in accord with our consistently stated guidance that evaluation ratings, be they adjectival, numerical, or color, are but a guide to, and not a substitute for, intelligent decision-making. See, e.g., *NCI Info. Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 9; *Shumaker Trucking and Excavating Contractors, Inc.*, B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 8.

In sum, we agree with the agency that even assuming Caddell had been assigned a rating of good under the subcontractor management factor (or, conversely, had GWWH been assigned a rating of satisfactory), it would have had no impact on the agency's best-value determination. *ICI Servs.*, *supra* at 13-14. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *LightBox Parent*, *supra* at 15. Consequently, we deny this allegation.

Based on the above representative examples and our conclusion that the remainder of Caddell's challenges to the agency's technical evaluation of proposals are similarly without merit, we deny Caddell's protest of the agency's technical evaluation.

---

<sup>9</sup> The rating "good" was defined in part as "[p]roposal has one or more strengths that will benefit the Government and risk of unsuccessful performance is low." TOA at 21. "Satisfactory" meant that the "[p]roposal presents an acceptable solution with few or no strengths and risk of unsuccessful performance is moderate." *Id.*

## Tradeoff Decision Challenges

Caddell protests the agency's tradeoff decision on the basis that the agency failed to give significant consideration to price and failed to conduct its best-value tradeoff in accordance with the TOA's stated weighting.<sup>10</sup>

Where a solicitation provides for the issuance of a task order on a best-value tradeoff basis, it is the function of the source selection authority--here, the contracting officer--to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* at 14. There is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.* A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16; *Ironclad Tech. Servs., LLC*, B-419976.2, May 2, 2022, 2022 CPD ¶ 104 at 4.

Here, the award memorandum demonstrates that the contracting officer found GWWH to be superior on all three non-price factors, and provided reasoned explanations as to why. With respect to the design and construction approach factor, the contracting officer found that GWWH proposed a superior and lower-risk approach both to dredging and to the fabrication of construction elements. AR, Exh. 25, Award Memorandum at 12. On the phasing plan factor, the contracting officer recognized some risk in both GWWH's and Caddell's plans, but found that Caddell's schedule presented an increased risk because its "fast tracking" misunderstanding meant that Caddell's schedule would need to be completely revised to meet project requirements. *Id.* Regarding subcontractor management, the contracting officer noted that GWWH had teaming agreements with six subcontractors covering all major work areas, as opposed to Caddell's three teaming arrangements. *Id.* On this basis, the contracting officer concluded that "[t]he additional cost of \$1.3M for the GWWH proposal

---

<sup>10</sup> The protester also contends that the agency's tradeoff decision was flawed because it was based on an unreasonable underlying evaluation of offerors' proposals. This allegation is derivative of the protester's challenges to the agency's evaluation. We dismiss this allegation because derivative allegations do not establish independent bases of protest. *Advanced Alliant Solutions Team, LLC*, B-417334, Apr. 10, 2019, 2019 CPD ¶ 144 at 6. In any event, we have denied all of Caddell's challenges to the technical evaluation, as set forth above.

is more than offset by the benefits of . . . GWWH's approach and the avoidance of the risks associated with [Caddell]'s proposal." *Id.*

We find that the agency's source selection decision was reasonable, consistent with the solicitation's evaluation criteria, and well-documented, *i.e.*, the decision sets forth in extensive detail the contracting officer's rationale for the tradeoff between cost and technical considerations in making the award decision. *Engility, supra* at 25.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel