



**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:** Cadre5, LLC

**File:** B-422616

**Date:** August 28, 2024

---

Damien C. Specht, Esq., James A. Tucker, Esq., Alissandra Y. McCann, Esq., and Lyle F. Hedgecock, Esq., Morrison & Foerster LLP, for the protester.  
Carla Weiss, Esq., Robert Nichols, Esq., and Logan Kemp, Esq., Nichols Liu, LLP, for Tripoint Solutions LLC, the intervenor.  
Jose A. Figueroa, Esq., Department of Energy, for the agency.  
Sarah T. Zaffina, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

## DIGEST

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

---

## DECISION

Cadre5, LLC, a small business of Knoxville, Tennessee, protests the issuance of a task order to Tripoint Solutions LLC (Tripoint), a small business of Arlington, Virginia, under request for quotations (RFQ) No. 89233123RNA000168 issued by the Department of Energy, National Nuclear Security Administration (NNSA), for Agile software development support services. Cadre5 argues that the agency's evaluation of technical quotations and best-value tradeoff analysis are unreasonable.

We sustain the protest.

## BACKGROUND

NNSA's program management information system generation 2 (G2) project builds, maintains, and enhances the G2 system, which is used across the agency to manage its annual appropriations for mission activities by providing program and performance management information to the agency and its subordinate organizations. Agency

Report (AR), Tab 19, Conformed RFQ at 30.<sup>1</sup> This procurement is for software development support to the G2 project to “build new functionality while maintaining and improving existing areas of the system” following scale agile framework (SAFe®) principles and practices. *Id.*

On February 8, 2023, the agency issued the solicitation pursuant to Federal Acquisition Regulation (FAR) subpart 8.4 to small businesses on the General Services Administration multiple award schedule for special item number 54151S, information technology professional services. *Id.* at 19; Contracting Officer’s Statement (COS) at 1.<sup>2</sup> The solicitation contemplated issuance of a single time-and-materials task order for a one-year base period and four one-year option periods. Conformed RFQ at 5, 26.

The solicitation provided that quotations would be evaluated in two phases and that award would be made to the vendor whose quotation provided the best value to the government. *See Id.* at 19, 28; COS at 1-2. Quotations would be evaluated on the following three criteria, listed in descending order of importance: (1) technical understanding; (2) relevant experience; and (3) cost/price.<sup>3</sup> Conformed RFQ at 26-27. The solicitation advised that each non-price factor would be assigned an adjectival rating, and that, when combined, the non-price factors “are significantly more important than price; however, as non-price factors are close or similar in merit, price is more likely to be a determining factor.” *Id.* at 26, 28. The solicitation cautioned that the government would not make award to a vendor “at a significantly higher overall cost to the Government to achieve slightly superior performance.” *Id.* Price quotations were to be evaluated for reasonableness in accordance with any of the price analysis techniques in FAR section 15.404-1 and for unbalanced pricing in accordance with subsection 15.404-1(g). *Id.* at 28.

The agency received timely quotations from four vendors, including Cadre5, which is the incumbent contractor, and Tripoint. AR, Tab 20, Revised Phase 1 Technical Evaluation Panel (TEP) Rept. at 2; AR, Tab 30, Phase 2 TEP Rept. at 2. Using the adjectival ratings set forth in the RFQ, the TEP evaluated vendors’ quotations under the non-price factors as outstanding, good, acceptable, marginal, or unacceptable. Conformed RFQ at 28-29. A separate cost/price analyst evaluated the price quotations and determined that the prices submitted were fair and reasonable, and that no firm submitted unbalanced pricing. AR, Tab 31, Price Evaluation at 12; COS at 11.

---

<sup>1</sup> Unless otherwise noted, citations to the record reference the Adobe PDF document page numbers and citations to the RFQ are to the final conformed version produced in the agency report.

<sup>2</sup> The agency provided the contracting officer’s statement and the legal memorandum in a single file in the agency report; for these documents, we cite the original page number of the submitted document rather than the Adobe PDF page number.

<sup>3</sup> The technical understanding factor was evaluated in phase 1, and the other two factors in phase 2. Conformed RFQ at 19.

The source selection authority (SSA) reviewed the TEP evaluation reports, concurred with the findings, and incorporated the analysis in the source selection decision document (SSDD). AR, Tab 32, SSDD at 7, 10; COS at 11. The agency evaluated Cadre5's and Tripoint's quotations as follows:

	Cadre5	Tripoint
Technical Understanding	Acceptable	Good
Relevant Experience	Outstanding	Good
Cost/Price	\$48,041,023	\$42,910,442

AR, Tab 32, SSDD at 3. In support of the adjectival ratings assigned, the TEP identified strengths and weaknesses, and made other narrative findings regarding the vendors' quotations. AR, Tab 20, Revised Phase 1 TEP Rept. at 13-15, 21-24; AR, Tab 30, Phase 2 TEP Rept. at 7-8, 11-12.

The SSA conducted a comparative analysis and concluded that Tripoint's quotation represented the best value to the government. AR, Tab 32, SSDD at 3, 14-18. Based on a comparison of the adjectival ratings assigned, the SSA determined that Tripoint's quotation was superior to Cadre5's under the technical understanding factor, which was the most important factor. *Id.* at 14-15. The SSA also found that Cadre5's quotation was superior to Tripoint's under the relevant experience factor, but that Cadre5's higher rating for this factor did not outweigh Tripoint's higher rating under the more important technical understanding factor. *Id.* The SSA concluded that Cadre5 offered no technical benefits over Tripoint that would justify paying an approximately \$5 million price premium and did not consider Cadre5 for award. *Id.* at 15.

On May 14, 2024, NNSA notified Cadre5 that Tripoint would be issued the task order. Protest exh. C, Notice of Task Order Award. After receiving a brief explanation of the award decision, Cadre5 filed this protest.

## DISCUSSION

The protester raises two challenges to the agency's evaluation and resulting award decision. First, Cadre5 alleges that NNSA's evaluation of the firm's technical quotation was unreasonable and inadequately documented. Protest at 9-11; Comments at 3-6; Supp. Comments at 2-8. Second, the protester contends that the agency's best-value tradeoff analysis was improper and that NNSA failed to explain why Tripoint's quotation, and not Cadre5's, represented the best value to the government. Protest at 13-14; Comments at 6-10; Supp. Comments at 9-12. Had NNSA performed a proper evaluation and best-value tradeoff determination, the protester argues, it would have

been selected for award.<sup>4</sup> For the reasons that follow, we find that the agency failed to demonstrate that its evaluation of Cadre5's quotation was reasonable where the agency did not adequately document its evaluation.<sup>5</sup>

The evaluation of quotations is a matter within the discretion of the procuring agency. *eKuber Ventures, Inc.*, B-420877, B-420877.2, Oct. 13, 2022, 2022 CPD ¶ 256 at 4. Our Office does not independently evaluate quotations; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. *Id.* In order for our Office to review an agency's evaluation of quotations, the agency must have adequate documentation to support its judgment. *Advanced Tech. Sys., Inc.*, B-296493.6, Oct. 6, 2006, 2006 CPD ¶ 151 at 9. Where an agency fails to provide documentation of its evaluation, it bears the risk that there may not be adequately supporting rationale in the record for us to conclude the agency had a reasonable basis for its evaluation and selection decision. *Technology Concepts & Design, Inc.*, B-403949.2, B-403949.3, Mar. 25, 2011, 2011 CPD ¶ 78 at 9.

### Technical Evaluation

The evaluators assigned Cadre5 a rating of acceptable for the technical understanding factor based on their finding that the strengths and weaknesses assigned to Cadre5's quotation offset one other. AR, Tab 20, Revised Phase 1 TEP Rept. at 13. The protester contends the agency should have assigned its quotation additional strengths for aspects of its approach that exceeded solicitation requirements and that the agency ignored capabilities that only the protester can provide as the developer of the G2 system and as the incumbent contractor. Protest at 9-11; Comments at 3-4. The protester also argues that the agency failed to adequately document its rationale for assigning the protester's quotation a rating of acceptable and instead merely subtracted the number of weaknesses from the number of strengths to determine Cadre5's rating. Comments at 3-6. The protester argues further that if NNSA had evaluated its quotation properly under the technical understanding factor, the quotation would have received at least a rating of good, which would have placed it in line for award given that price was to be a discriminator only where vendors' non-price quotations were similar in merit. *Id.* at 6.

As relevant here, the RFQ provided that the agency would consider the following four elements in evaluating quotations under the technical understanding factor: (1) technical narrative; (2) key personnel; (3) staffing plan; and (4) transition plan.

---

<sup>4</sup> Cadre5 also argued that Tripoint's proposed key personnel became unavailable before award and challenged NNSA's evaluation of Tripoint under the relevant experience factor based on publicly available information about Tripoint's previous contracts. Protest at 8-9, 12-13. The protester subsequently withdrew these protest grounds. Comments at 2 n.1.

<sup>5</sup> To the extent that our decision does not address every argument Cadre5 made in filing and pursuing this protest, we have considered them all and conclude that only the allegations discussed below furnish a basis on which to sustain the protest.

Conformed RFP at 27. Generally, the RFQ required firms to demonstrate their understanding of the requirements and their approach to successfully perform the tasks required in the performance work statement (PWS) for each element. *Id.* at 24. Together these four elements would be assigned one adjectival rating for the technical understanding factor. *Id.*

The TEP identified three strengths and three weaknesses in Cadre5's quotation. AR, Tab 20, Revised Phase 1 TEP Rept. at 14-15. Two of the strengths were under the technical narrative element and one strength was under the staffing plan element. *Id.* In particular, with regard to Cadre's technical narrative for PWS task [DELETED], the TEP assigned a strength for the [DELETED]. *Id.* at 14. The TEP observed that Cadre5's quotation provided a clear understanding of [DELETED] and close alignment with the "[DELETED]," as well as "clear understanding of the intent and purpose of work defined in the PWS." *Id.* Cadre5's quotation received a second strength under PWS task [DELETED], for offering "[DELETED]." *Id.* at 15. Finally, Cadre5 received a strength for using [DELETED], and proposing [DELETED] additional individuals, which NNSA found demonstrated "a very good understanding of the level of effort and labor mix required to complete the scope of the PWS." *Id.*

As noted above, the TEP assigned the protester's quotation three weaknesses. The weaknesses were for failing to address certain PWS tasks in its technical narrative. *Id.* at 13-14. In this regard, the TEP assigned Cadre5 a weakness for generally failing to "follow the format of the RFQ and PWS when describing their technical approach to performing the work." *Id.* at 13. The TEP also assigned two weaknesses specifically under PWS task 3.1, software development leadership, for failing to "address attendance of bi-weekly G2 leadership Tag up meetings" and failing to "explicitly address the facilitating of system demonstrations, as needed."<sup>6</sup> *Id.* at 14.

The protester contends its quotation should have been assigned additional strengths and a higher rating. Protest at 9-10. In the protester's view, the agency ignored capabilities and strengths that only it can offer because the protester built the G2 system and has supported it since 2007. *Id.* at 10. Cadre5 also contends its quotation exceeded solicitation requirements and should have received other strengths related to, among other things, its key personnel and its transition plan. *Id.* at 10-11; Comments at 3-4; Supp. Comments at 2-5. In particular, the protester argues that as the incumbent, it is entitled to a strength for its transition plan as it has the most advantageous plan possible. *Id.* at 11; Comments at 4; Supp. Comments at 2-5.

---

<sup>6</sup> The protester also challenges the first weakness assigned to its quotation, arguing that the agency does not document how it failed to follow the RFQ and PWS requirements. Comments at 4-5; Supp. Comments at 6-7. In its protest response, NNSA contends that its evaluation was reasonable and the protester's disagreement is insufficient to establish otherwise. Supp. MOL at 4-5. In this regard, the agency pointed out the areas of the evaluation that explained the basis for the weakness. *Id.* at 4. We have reviewed the record and find nothing objectionable in the agency's evaluation.

In response, NNSA 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. Memorandum of Law (MOL) at 2-4; Supp. MOL at 2-7. The agency explains that the assignment of strengths is within its discretion and the agency did not find that meeting the requirements of the solicitation warranted a strength. See Supp. MOL at 3; Supp. COS at 2. The agency also asserts Cadre5's extensive experience with the G2 system was properly credited under the appropriate evaluation factor--relevant experience--where the agency assigned Cadre5 a rating of outstanding. MOL at 4; Supp. MOL at 4. In the agency's view, the protester's complaint that it deserves more strengths is, in reality, a complaint that it is entitled to a higher rating based upon its incumbent status. See MOL at 4; Supp. MOL at 4.

We find that NNSA's decision not to assign additional strengths to Cadre5's quotation was reasonable. As noted above, the evaluation of quotations is a matter of agency discretion. *eKuber Ventures, Inc., supra*. The record shows that the agency recognized that the protester's key personnel met the requirements and had a "long history of proven success using SAFe Agile principles." AR, Tab 20, Revised Phase 1 TEP Rept. at 15. Further, the agency recognized the protester was the incumbent and even though it would not require "much in the way of transition," the protester submitted a detailed transition plan. *Id.* While the RFQ did not include a definition of strength, the TEP report provided that a strength could be assigned for an "aspect of the quotation that was considered to meaningfully increase the Government's expectation of successful performance." AR, Tab 20, Revised Phase 1 TEP Rept. at 6. The agency did not find that the content of the protester's quotation rose to the level of a strength for either the key personnel or the transition elements. On this record, we find no basis to conclude the agency's judgments were unreasonable.

Next, the protester contends that the agency's rating of acceptable for the technical understanding factor was unreasonable. The protester argues that the agency simply counted the number of strengths and weaknesses to arrive at the rating and "failed to substantively evaluate whether the strengths and weaknesses did, in fact, offset one another." Comments at 5. The protester also contends that the strengths and weaknesses do not offset one another because the weaknesses assessed were minor in nature whereas the strengths were substantive. *Id.* at 5-6; Supp. Comments at 7. The protester argues that because the strengths more than offset the minor weaknesses assessed, its quotation should have received a rating of good instead. The protester notes in this regard that the RFQ defines a rating of good as "contains strengths that outweigh any weaknesses." *Id.* at 6.

As detailed above, the TEP assigned Cadre5's quotation three strengths and three weaknesses. AR, Tab 20, Revised Phase 1 TEP Rept. at 13-15. The TEP concluded that Cadre5's quotation merited a rating of acceptable because "[t]he quote contains strengths and weaknesses that are generally offsetting or will have little or no impact on performance." *Id.* at 13. The TEP explained the rating as follows:

Overall, the Vendor's quotation for their technical approach was assessed with three Strengths under Criteria 1, related to: 1) Task [DELETED]; 2) Task [DELETED]; and 3) [DELETED]. The Vendor evaluation quotation also included three noted Weakness related to: 1) Task 3.1--Technical Approach, 2) Task 3.1--Leadership Tag-Up Meetings; and 3) Task 3.1--System Demonstrations. Overall, the quote submitted by the Vendor meets requirements and indicates an adequate approach or understanding of the requirements. It demonstrates an adequate capability to successfully perform and manage the Order requirements. The quote contains strengths and weaknesses that are generally offsetting or will have little or no impact on performance. No deficiencies exist. There is a moderate perceived risk by the Government of unsuccessful Order performance. Overall, the Vendor's proposal is rated as ACCEPTABLE.

*Id.* As relevant here, the RFQ describes a rating of acceptable as:

The quote submitted by the Vendor and its team (subcontractors or [contractor teaming agreement], if applicable) meets requirements and indicates an adequate approach or understanding of the requirements. It demonstrates an adequate capability to successfully perform and manage the Order requirements.

The quote likely contains strengths and weaknesses that are generally offsetting or will have little or no impact on performance.

No deficiencies exist.

There is a moderate perceived risk by the Government of unsuccessful Order performance.

Conformed RFQ at 29.

NNSA maintains that its assignment of a rating of acceptable to Cadre5's quotation under the technical understanding factor was reasonable and consistent with the stated evaluation criteria, and that Cadre5's challenge is "mere disagreement" with its evaluation. COS at 7; MOL at 2-4; Supp. COS at 1; Supp. MOL at 2-7. The agency contends that Cadre5 was responsible for submitting a well-written quotation that addressed all the requirements in the RFQ and PWS, and that because Cadre5's quotation failed to provide all of the required information, NNSA reasonably assessed the weaknesses and assigned the rating of acceptable. MOL at 3-4; Supp. MOL at 4-5.

The agency essentially provides no explanation--contemporaneous or in post-protest documentation--to support the reasonableness of the disputed rating of acceptable. The underlying evaluation record lacks an explanation as to how or why the strengths and weaknesses assigned to Cadre5's quotation offset one another and only states that

they are “generally offsetting.” AR, Tab 20, Revised Phase 1 TEP Rept. at 13. While the agency report to our Office states that the “TEP reasonably and consistent with the terms of the RFQ’s adjectival ratings, weighed all of these strengths and weaknesses,” the agency does not attempt to address how the weaknesses offset the strengths. MOL at 3. Similarly, the contracting officer’s statement does not address the protester’s allegation that its strengths outweigh its weaknesses.<sup>7</sup> See COS at 6-8.

While the record shows that the qualitative aspects of the protester’s quotation were considered and documented by the TEP as strengths and weaknesses, the record does not explain how the agency weighed the assessed strengths and weaknesses to arrive at the rating ultimately assigned. In our view, the absence of such an explanation supports the protester’s assertion that the agency’s overall technical ratings were based on a mechanical counting of strengths and weaknesses. In this regard, there is no indication that the TEP did anything more than simply subtract the number of assessed weaknesses from the number of assessed strengths and restate the definition for a rating of acceptable.

For example, as discussed above, the TEP assigned Cadre5’s quotation a rating of acceptable, based on the following assessment: “Overall, the quote submitted by the Vendor meets requirements and indicates an adequate approach or understanding of the requirements. It demonstrates an adequate capability to successfully perform and manage the Order requirements. The quote contains strengths and weaknesses that are generally offsetting or will have little or no impact on performance. No deficiencies exist. There is a moderate perceived risk by the Government of unsuccessful Order performance.” AR, Tab 20, Revised Phase 1 TEP Rept. at 13. This assessment, however, is nothing more than a restatement of the definition of an acceptable rating. Apart from the recitation of the definition for the adjectival rating, the record does not explain the agency’s basis for concluding that the weaknesses in the protester’s quotation offset the strengths.

As noted above, where an agency fails to document its evaluation, it bears the risk that there may not be adequate supporting rationale in the record for GAO to conclude that the agency had a reasonable basis for its evaluation. *Technology Concepts & Design, Inc., supra*. Our Office has explained that the assignment of evaluation ratings must be based on more than a mechanical count of the strengths and weaknesses. See *Deloitte Consulting LLP, B-417988.2 et al.*, Mar. 23, 2020, 2020 CPD ¶ 128 at 11.

Based on the record before us, we are unable to conclude that the agency’s evaluation was reasonable. By failing to explain how the evaluators came to the conclusion that the strengths and weaknesses in Cadre5’s quotation were offsetting, the agency did not meet its obligation to adequately document its evaluation. Without sufficient documentation, we have nothing to review to ensure that the agency’s evaluation is

---

<sup>7</sup> Although, the COS provided a detailed review of the procurement up to the time of task order award, including a recapitulation of the TEP report, the statement did not otherwise explain the agency’s rating of Cadre5. See COS at 1-8.



consistent with the terms of the solicitation and applicable statutes and regulations. Accordingly, we sustain the protest on this basis.

The protester also argues that agency improperly derived Tripoint's rating of good under the technical understanding factor by simply subtracting the number of weaknesses assessed from the number of strengths assessed instead of substantively analyzing whether Tripoint's strengths offset its weaknesses. Comments at 6; Supp. Comments at 7. In this connection, NNSA assigned Tripoint two strengths and one weakness; the agency concluded therefore that Tripoint's strengths outweigh the weaknesses, indicating low to moderate risk of unsuccessful performance, and meriting a rating of good. AR, Tab 20, Revised Phase 1 TEP Rept. at 21. Here too, the agency's evaluation of Tripoint is without explanation and equally defective; we therefore find the agency's evaluation of Tripoint's quotation to be unreasonable.

#### Best-Value Tradeoff Decision and Prejudice

Cadre5 also challenges the agency's best-value tradeoff decision. Specifically, the protester maintains that the agency's best-value tradeoff was unreasonable both because it was based on a flawed evaluation and because it was inadequately documented. Protest at 13-14; Comments at 6-10; Supp. Comments at 9-12.

As noted above, our Office does not independently evaluate quotations; rather, we review the agency's evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. *eKuber Ventures, Inc., supra*. In order for our Office to review an agency's evaluation of quotations, the agency must have adequate documentation to support its judgment. *Advanced Tech. Sys., Inc., supra*. Where an agency fails to provide documentation of its evaluation, it bears the risk that there may not be adequately supporting rationale in the record for us to conclude the agency had a reasonable basis for its evaluation and selection decision. *Technology Concepts & Design, Inc., supra*.

Our Office has also consistently explained that agencies may not base their selection decisions on adjectival ratings alone, as 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 quotations. See, e.g., *AT&T Mobility LLC*, B-420494, May 10, 2022, 2022 CPD ¶ 115 at 9; *Deloitte Consulting LLP, supra*. The propriety of the price/technical tradeoff decision turns on whether the selection official's judgment concerning the significance of the difference in the technical ratings was reasonable and adequately justified. *Castro & Co., LLC*, B-412398, Jan. 29, 2016, 2016 CPD ¶ 52 at 10.

The sole rationale of NNSA's best-value tradeoff analysis was Tripoint's better adjectival rating under the technical understanding factor, without discussion of what, if anything, the difference between the technical ratings of Cadre5 and Tripoint actually signified. And, while the agency acknowledged Cadre5's outstanding rating under the relevant

experience factor, which was higher than Tripoint's good rating, the agency simply stated that Cadre5's higher rating did not outweigh Tripoint's high rating under the technical understanding factor, which was the most important factor. The record contains no evidence that the agency compared the qualitative strengths and weaknesses of Cadre5's quotation to those of Tripoint's quotation. Such a mechanical evaluation and tradeoff does not provide a reasonable basis on which to base a source selection decision. *Shumaker Trucking & Excavating Contractors, Inc.*, B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 6. The source selection decision is thus improper, both because it is based on the unreasonable evaluation of Cadre5's and Tripoint's quotations, and because it fails to document a reasoned source selection rationale.

Further, we find that the agency's evaluation error to be prejudicial to Cadre5. Prejudice is an essential element of every viable protest; our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions--that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Trident Vantage Sys., LLC; SKER-SGT Eng'g & Sci., LLC*, B-415944 *et al.*, May 1, 2018, 2018 CPD ¶ 166 at 22. Where there is no basis for our Office to know what the ultimate source selection might have been, had the evaluation errors not occurred, we resolve any doubts regarding prejudice in favor of a protester, because a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. *Id.*

Here, NNSA's best-value decision was based in part on the determination that the Cadre5 received a rating of acceptable for the technical understanding factor, which was lower than Tripoint's rating of good for this factor. As explained above, the agency's rating of Cadre5's and Tripoint's quotations was unreasonable. We cannot say what impact even just one technical evaluation error would have had on the best-value decision. For example, if Cadre5 had received a higher rating for technical understanding, Cadre5's non-price factor ratings would have been superior to Tripoint's and could have resulted 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. *Id.* Accordingly, we conclude that Cadre5 has established the requisite competitive prejudice to prevail in this protest.

## RECOMMENDATION

Based on our review of the record, we are unable to conclude that the agency's rating of Cadre5's quotation as merely acceptable and Tripoint's rating of good under the technical understanding factor were reasonable. Moreover, the agency's best value determination was unreasonable where it relied on the unsupported evaluation ratings of the quotations submitted by Cadre5 and Tripoint and the record lacks any evidence that the agency compared the qualitative strengths and weaknesses of Cadre5's quotation to those of Tripoint's quotation. We further conclude that Cadre5 was competitively prejudiced by these evaluation errors. We recommend that the agency reevaluate technical quotations consistent with this decision and based on that

reevaluation, make and document a new source selection determination. If, upon reevaluation, NNSA determines Cadre5 offers the best value to the government, NNSA should terminate Tripoint's task order for the convenience of the government and issue the task order to Cadre5. 4 C.F.R. § 21.8(d)(1). We also recommend that the protester be reimbursed its costs of filing and pursuing its protest, including reasonable attorneys' fees. Cadre5 should submit its certified claim for such costs, detailing the time spent and the costs incurred, directly to the agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez  
General Counsel