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Decision

Matter of: Green Expert Technology, Inc.

File: B-424017

Date: February 19, 2026

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Tina D. Reynolds, Esq., and Kang II T. Lee, Esq., Morrison & Foerster LLP, for Noblis MSD, LLC, the intervenor.

Paul Scheck, Esq., and William Hinchman, Esq., Department of the Navy, for the agency.

Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging evaluation under the technical and past performance factors is dismissed where protester does not demonstrate alleged technical evaluation error resulted in competitive prejudice and protester abandoned challenge to past performance evaluation.

2. Protest challenging assigned adjectival ratings under technical and past performance factors is dismissed where protester cannot demonstrate competitive prejudice because award decision was based on a comparison of the merits of proposals, and not on assigned ratings.

3. Protest challenging best-value tradeoff determination is denied where source selection official considered underlying merits of proposals and determined that awardee's proposal was superior and worth additional price premium.

DECISION

Green Expert Technology, Inc., of Haddonfield, New Jersey, protests the issuance of a task order to Noblis MSD, LLC, of Hampton, Virginia, under request for proposals (RFP) No. N64498-25-R-3014, issued by the Department of the Navy for engineering and hardware support services for the Destroyers (DDG 51) Ship Class Machinery Control Systems for ship new construction configurations. The protester argues that the

agency's evaluation of the protester's proposal under the technical and past performance factors, and the best-value determination, were unreasonable.

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

The agency issued the RFP on June 12, 2025, to holders of the Navy's Seaport Next-Generation multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract. The procurement was conducted pursuant to Federal Acquisition Regulation (FAR) section 16.505 procedures.

The RFP contemplated the issuance of a cost-plus-award-fee, level-of-effort task order for a 1-year base period and four 1-year option periods. Agency Report (AR), Attach. 2, RFP at 6-7. The solicitation provided for award on a best-value tradeoff basis considering the following factors: technical, past performance, and cost.¹ *Id.* at 186-189. The technical factor was evaluated based on consideration of the following three elements which were not separately rated: technical approach, management approach, and personnel approach. *Id.* at 187. Cost was evaluated for reasonableness and realism. *Id.* at 190-191. The technical factor was more important than past performance. The technical and past performance factors combined were significantly more important than cost. *Id.* at 187-188.

Green Expert and Noblis submitted proposals in response to the solicitation which were evaluated as follows:

Offeror	Technical	Past Performance	Proposed Cost	Evaluated Cost
Green Expert	Good	Satisfactory Confidence	\$76,198,996	\$77,895,968
Noblis	Outstanding	Substantial Confidence	\$79,431,035	\$80,851,789

AR, Attach.7, Source Selection Decision Document (SSDD) at 4. The agency conducted a best-value technical-cost tradeoff and selected Noblis for award. *Id.* at 9-10. This protest followed.²

DISCUSSION

¹ The technical factor was assigned an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. RFP at 188-89. Past Performance was assigned a confidence rating of substantial confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 190.

² The awarded value of the task order at issue exceeds \$35 million. Accordingly, this protest is within our Office's jurisdiction to resolve protests in connection with the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

Green Expert protests that the agency unreasonably evaluated its proposal under the technical and past performance factors. Green Expert asserts that the agency used an unstated evaluation criterion in evaluating its technical proposal. The protester also contends that a reasonable evaluation would have resulted in it being assigned ratings of outstanding for its technical proposal and substantial confidence for its past performance. Finally, Green Expert asserts that the agency conducted an inadequate best-value tradeoff decision. As discussed below, we dismiss the protest in part and deny the protest in part.

Technical and Past Performance Evaluation

Green Expert received a rating of good under the technical factor. As relevant to this protest, under the staffing plan element for this factor offerors were instructed to include a list of all personnel necessary to perform all requirements in the statement of work. RFP at 175. For each position offerors were required to identify a current employee, a named contingent hire, or to designate to be determined (TBD) if a specific person was not identified for a position. *Id.* at 179. The solicitation provided that the government would evaluate the extent to which the staffing plan addressed the labor hours identified in the solicitation and proposed personnel are able to perform all aspects of the statement of work. *Id.* at 188. The RFP also stated the agency would evaluate the extent to which the proposal “demonstrates a staffing plan and key personnel that are qualified, experienced, and suitable for performing the requirements.” *Id.*

Green Expert was assigned a weakness under the technical factor because it designated numerous positions--almost 30 percent--in its staffing plan as TBD. The agency viewed this as a risk because it suggested Green Expert may not be able to fill the relatively large number of unidentified candidates in the staffing plan upon award and therefore would be unable to complete the performance requirements. AR, Attach. 6, Technical Evaluation Team Report (TETR) at 29.

Green Expert challenges the assignment of this weakness arguing that since the solicitation permitted offerors to designate personnel as TBD, the agency used an unstated evaluation criterion in assigning the weakness to its proposal. Green Expert further protests that without this weakness and given that its technical proposal was also assigned a significant strength, multiple strengths, and no other weaknesses, its proposal should have been rated outstanding, rather than good, under the technical factor.

Our Office will not consider this issue. Competitive prejudice is an essential element of a viable protest; 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. *Information Mgmt. Res., Inc.*, B-418848, Aug. 24, 2020, at 7 n.4. Where the record does not establish competitive prejudice, we will not sustain a protest even if defects in the procurement exist. *Millennium Eng’g & Integration Co.*, B-417359.4, B-417359.5, Dec. 3, 2019, at 9.

In the source selection decision, the source section authority (SSA) specifically noted that the award decision selecting Noblis would not change if the weakness assigned to Green Expert's proposal for designating numerous personnel as TBD was removed. AR, Attach. 7, SSDD at 10. Specifically, the SSA stated "[i]f this weakness was removed, Noblis would still be considered slightly superior in the personnel approach element as Noblis, overall, provided more experienced key personnel than GreenXT providing the government with slightly more confidence in their ability to perform the work." *Id.* Thus, the assigned weakness did not result in competitive prejudice because even if we agreed that the agency used unstated evaluation criterion in assigning Green Expert's proposal a weakness for its staffing plan, Green Expert would not be in line for award. *See Inalab Consulting, Inc., B-422438 et al., June 18, 2024, at 9* (GAO does not resolve question of whether assessment of weakness was consistent with the terms of the solicitation where protester has not demonstrated that this aspect of evaluation resulted in competitive prejudice).

Green Expert also protests that it should have been rated substantial confidence, rather than satisfactory confidence, under the past performance factor because it has recent and relevant past performance with positive performance ratings. Under the past performance factor, offerors were instructed to submit up to three past performance examples. The agency assigned a relevance rating to each example based on the degree to which the example involved the same scope, magnitude of effort, and complexities the solicitation required. RFP at 189. The agency then assigned an overall confidence rating to past performance based on the relevance rating and quality of performance ratings.

Green Expert submitted three examples. Contracting Officer's Statement and Memorandum of Law at 10-12. The agency found one example very relevant, one relevant, and one somewhat relevant. In its protest, Green Expert asserted that the agency should have considered all three examples very relevant. The agency responded to this allegation in its agency report, explaining that one basis for the relevancy ratings the agency assigned Green Expert's proposal was that the firm's past performance examples did not have the same magnitude as the immediate requirement where the average yearly dollar amount for each example was significantly less than the anticipated cost of this requirement. *Id.*

In the comments submitted in response to the agency report, Green Expert did not dispute the agency's explanation or question its conclusions regarding magnitude. Instead, the protester insisted its contracts were relevant because they were of similar scope and its performance was successful. Because the protester did not meaningfully respond to the agency's explanation that the magnitude of Green Expert's prior examples was a primary reason for the relevance ratings for each example, we consider this protest issue abandoned and do not consider it further. *See South Dade Air Conditioning & Refrigeration, Inc., B-421406, Apr. 25, 2023, at 4.*

Green Expert also argues that its proposal should have been rated outstanding under the technical factor and substantial confidence under the past performance factor and that with these correct adjectival ratings, it would have received award as the lower-priced offeror. We dismiss this challenge as well because Green Expert cannot demonstrate prejudice. The record shows that the agency did not find that Noblis's proposal was superior to Green Expert's proposal solely based on the adjectival ratings. Rather, the SSA performed a qualitative comparison of the underlying strengths in each offeror's proposal, consistent with our holding that evaluation ratings, be they adjectival, numerical, or color, are 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, at 9.

Since the agency based its tradeoff determination on the merits of the proposals, and not on the adjectival ratings, even if Green Expert had also been assigned a rating of outstanding for the technical factor, and substantial confidence for the past performance factor the award decision would not change. Accordingly, there is no prejudice that results from the ratings that were assigned to Green Expert's proposal under the technical and past performance factors. See *ICE Services Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, at 13 (where best-value tradeoff determination is based on an analysis of underlying strengths and not on adjectival rating protester cannot demonstrate prejudice because of assigned rating); *Hera Constructive S.A./ Synthesis S.A., Joint Venture*, B-297367, Dec. 20, 2005, at 5 (GAO need not address protester's arguments regarding its past performance rating since it was not prejudiced by any alleged errors in this area). Consequently, we dismiss this allegation because Green Expert was not prejudiced by the assignment of ratings.

Best-Value Tradeoff

Green Expert protests that the agency did not perform an adequate or reasonable best-value tradeoff determination.³

³ The agency issued the award to Noblis on September 30. In its report, the agency provided a source selection document that was signed on October 6. Green Expert argues that the source selection document was not signed until after the award decision, and that the only contemporaneous documentation of the award decision is the technical evaluation team report, which documents the evaluation but does not compare the two proposals. The source selection official explained that she signed the SSDD on September 30, but saved it to her laptop, instead of the shared folder. She later created the SSDD dated October 6, because she thought she had forgotten to sign the decision at award. The October 6 version was mistakenly uploaded with the agency report submitted in response to this protest. When the agency learned of this mistake from the protester's comments it submitted the SSDD dated September 30. Electronic Protest Docketing System No.18 (Decl. of Contracting Officer; SSDD, Sept. 30, 2025). We have no basis to question the agency's representations regarding the two versions of the SSDD and accept that the SSDD dated September 30 reflects the agency contemporaneous evaluation and conclusions.

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 price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 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, 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 quotations 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, at 16; *Ironclad Tech. Servs., LLC*, B-419976.2, May 2, 2022, at 4.

In conducting the best-value tradeoff the SSA reviewed the importance of the evaluation factors. AR, attach. 7, SSDD at 2. The SSA then reviewed the evaluations of the proposals of Green Expert and Noblis under the technical factor, noting the significant strengths, strengths, and weaknesses that each proposal was assigned for each technical factor element. The SSA concluded that Noblis technical proposal was superior under each of the technical elements, and for the technical factor overall. *Id.* at 6. The SSA found that under the technical approach element, Noblis provided a more detailed approach and more experience with the requirements, providing stronger confidence in Noblis's ability to perform the work when compared to Green Expert. *Id.* The SSA also found that Noblis's proposal provided a superior management approach demonstrating an ability to bring innovation to current processes. *Id.* Finally, the SSA concluded that Noblis provided a superior proposal under the personnel approach element because it proposed more experienced personnel and more named employees (as opposed to identifying personnel as "TBD") in its staffing plan, giving the government a higher degree of confidence in Noblis's ability to fill the positions in a reasonable timeframe upon award. *Id.* The SSA concluded that given the superiority of Noblis's proposal under each technical element its proposal was superior to Green Expert's under the technical factor. *Id.*

The SSA then reviewed the evaluations of Green Expert's and Noblis's proposals under the past performance factor. The SSA considered that Green Expert provided three references. *Id.* at 7. One reference was considered very relevant, one was considered relevant, and one was considered somewhat relevant. *Id.* at 8. One reference was very similar in scope and the other two similar in scope to the current requirement. *Id.* Two of the references were somewhat similar in magnitude and one was not similar in magnitude to the current requirement. *Id.* The contractor performance assessment reporting system reports (CPARS) for these contracts showed ratings that Green Expert was rated satisfactory and very good, indicating a high quality of performance. *Id.*

Noblis also submitted three past performance references. Two references were evaluated as very relevant, and one was evaluated as relevant. *Id.* Two of the references were very similar in scope and one was similar in scope to this procurement, and two of the references were somewhat similar in magnitude and one very similar in magnitude to this procurement. *Id.* The CPARS ratings for Noblis were predominantly satisfactory and very good with a couple of ratings of exceptional indicating overall positive past performance. *Id.* The SSA considered Noblis's past performance superior to Green Expert's past performance. *Id.* The SSA found that both provided past performance examples with similarities in scope, complexity, and magnitude, and satisfactory or better CPARS ratings. *Id.* However, Noblis provided more relevant references with superior CPARS ratings overall, providing the government with a higher degree of confidence in Noblis's ability to perform the required effort when compared to Green Expert. *Id.*

The SSA concluded that the proposal of Noblis, which was superior under the technical and past performance factors, was worth the additional 3.79 percent price premium. In doing so the SSA specifically noted that the same decision would have resulted if the weakness for personnel staffing for designating numerous positions as TBD was removed from the evaluation of Green Expert's proposal. *Id.* at 9.

As the record demonstrates, the SSA properly looked behind the evaluation ratings and reasonably considered the underlying qualitative merits of the proposals and evaluated costs that distinguished the offerors' proposals. We find the agency's source selection decision was reasonable and consistent with the solicitation's stated evaluation criteria.

The protest is dismissed in part and denied in part.

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General Counsel