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# Decision

**Matter of:** Weston Solutions, Inc.; Tetra Tech, Inc.

**File:** B-424322; B-424322.3; B-424322.2; B-424322.4

**Date:** June 18, 2026

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## DIGEST

1. Protests challenging the agency's evaluation of technical proposals are denied where the evaluation was reasonable and consistent with the solicitation.
  2. Challenge to the agency's evaluation of the protester's past performance is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
  3. Protest challenging the agency's comparative analysis and source selection decision is denied where the agency's best-value tradeoff and source selection decision were reasonable, adequately documented, and consistent with the terms of the solicitation.
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## DECISION

Weston Solutions, Inc., of West Chester, Pennsylvania, and Tetra Tech, Inc., of Collinsville, Illinois, protest the award of a contract to Pond Constructors, Inc., of Peachtree Corners, Georgia, under request for proposal (RFP) No. W912DY26RA017, issued by the Department of the Army, U.S. Army Corps of Engineers (Corps) for fuel program preventive and corrective maintenance in support of the Defense Logistics

Agency.<sup>1</sup> The protesters challenge multiple aspects of the agency's evaluation and award decision.

We deny the protests.

## BACKGROUND

On November 17, 2025, using the procedures of Federal Acquisition Regulation (FAR) parts 12 and 15, the Corps issued the solicitation.<sup>2</sup> Agency Report (AR), Tab 4, RFP at 68; AR, Tab 6B, RFP attach. 5, Instructions and Evaluation Factors at 11. The solicitation sought proposals for preventive and corrective maintenance services in support of DLA. Tetra Tech Contracting Officer's Statement (COS) at 1. The work would be performed within the Corps's South Atlantic Division, including locations in North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Puerto Rico, and the U.S. Virgin Islands. *Id.*

The solicitation contemplated the award of a fixed-price contract with a 1-year base period and two 1-year options. RFP at 10. The RFP established that award would be made on a best-value tradeoff basis, considering the following evaluation factors listed in descending order of importance: (1) technical and management approach (technical); (2) past performance; (3) small business participation (small business); and (4) price. AR, Tab 6B, RFP attach. 5, Instructions and Evaluation Factors at 11. All non-price factors, when combined, were significantly more important than price. *Id.*

The technical and small business participation evaluation factors were to be evaluated and assigned adjectival ratings of outstanding, good, acceptable, marginal, or unacceptable; only offerors with a rating of acceptable or higher would be eligible for award. *Id.* at 13, 16-17. Under the RFP, the agency would evaluate past performance to assign a confidence assessment rating of substantial, satisfactory, neutral, limited, or no confidence; proposals assigned limited or no confidence ratings were ineligible for award. *Id.* at 11, 15. The solicitation provided that price would be evaluated for fairness and reasonableness. *Id.* at 17.

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<sup>1</sup> The protests were developed separately. For simplicity, citations are to the record provided in the agency report filed in the B-424322.2, B-424322.4, *Tetra Tech, Inc.* protest, except where otherwise noted. Page numbers refer to the documents' Adobe PDF pagination.

<sup>2</sup> In August and September 2025, updated versions of FAR parts 12 and 15 were issued in the Revolutionary FAR Overhaul (RFO). The Department of Defense issued class deviations directing contracting officers to follow the updated versions effective February and March 2026. The solicitation here, however, predated these class deviations and no party has argued that the RFO version of the FAR parts should apply.

The agency received four proposals by the December 4, deadline for submission. Tetra Tech COS at 3. The agency summarized the Source Selection Evaluation Board's (SSEB) evaluation of proposals as follows:

	<b>Pond</b>	<b>Weston</b>	<b>Tetra Tech</b>
<b>Technical</b>	Good	Acceptable	Outstanding
<b>Past performance</b>	Substantial	Substantial	Satisfactory
<b>Small business</b>	Outstanding	Outstanding	Outstanding
<b>Price</b>	\$49,993,840	\$50,276,935	\$50,463,853

AR, Tab 13, Source Selection Decision Document (SSDD) at 6; Weston AR, Tab 13, SSDD at 6. The contracting officer, who was also the source selection authority (SSA), selected Pond's proposal as representing the best value to the agency. AR, Tab 13, SSDD at 11-13.

These protests followed.

## DISCUSSION

The protesters raise a number of challenges to the agency's evaluation under the technical and past performance price factors. In addition, Weston and Tetra Tech each assert that the agency made an improper best-value tradeoff decision. Although we do not discuss every iteration of every argument raised, we have reviewed each allegation and conclude that none presents a basis to sustain the protest.

### Technical Evaluation

Both protesters challenge the agency's technical evaluation. Weston contends primarily that the agency unreasonably evaluated the firm's proposal under the technical factor. Weston Comments & Supp. Protest at 11-12, 14-21. Tetra Tech focuses its arguments on the assertion that the agency unreasonably evaluated Pond's proposal. Tetra Tech Comments & Supp. Protest at 13-18. The agency responds that its evaluation was reasonable and in accordance with the RFP's evaluation criteria. Weston Memorandum of Law (MOL) at 5-21; Tetra Tech MOL at 2-15.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *Systems Implementers, Inc.; Transcend Tech. Sys., LLC*, B-418963.5 *et al.*, June 1, 2022, at 10; *Sterling Med. Assocs., Inc.*, B-418674, B-418674.2, July 23, 2020, at 4. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Arctic Slope Mission Servs. LLC*, B-417244, Apr. 8, 2019, at 8. A protester's disagreement with the agency's evaluation judgments, without more, does not render those judgments unreasonable. *Id.*; *Serco Inc.*, B-407797.3, B-407797.4, Nov. 8, 2013, at 8.

Under the technical factor, offerors were directed to complete a “Technical Evaluation Form” provided with the solicitation. AR, Tab 6B, RFP attach. 5, Instructions and Evaluation Factors at 5. For the first “General” section, offerors were required to submit a “yes” or “no” response to 13 statements. AR, Tab 6A, Technical Evaluation Form at 1. For example, the first statement was “Offeror will meet all work requirements in accordance with (IAW) the Performance Work Statement (PWS).” *Id.* Next, the form required offerors to address prompts regarding contract staffing and key personnel utilization; safety program; initial site visit strategy; facility maintenance plans; preventive maintenance activities and records; corrective maintenance, including order forms and metrics; and any assumptions. *Id.* at 2-4. For instance, the third prompt stated: “The offeror shall use this section to provide narrative on how the proposed key personnel will be used in the management and execution of both preventive and corrective maintenance to ensure a high-quality standard.” *Id.* at 2. The Corps stated it would evaluate under this factor for adequacy of response and feasibility of approach. AR, Tab 6B, RFP attach. 5, Instructions and Evaluation Factors at 12-13.

### Weston’s Proposal

For Weston, the evaluators identified a single strength for the firm’s proposal to provide [DELETED] for all personnel. Weston AR, Tab 11, SSEB Report at 13. They also assigned a single weakness based on Weston’s approach to corrective maintenance incidental to maintenance (CMITM), finding that the proposal description “suggests” using the service order<sup>3</sup> process for CMITM items, which was inconsistent with the PWS. *Id.* at 14.

Weston first challenges the Corps’s evaluation of Weston’s technical proposal as unreasonable. First, Weston challenges the weakness the agency assigned to its proposal for relying on the service order process for CMITM. Weston Protest at 20-21. Discussing deficiencies identified during preventive maintenance visits, Weston’s proposal stated:

All deficiencies are assigned a deficiency unique ID. Deficiencies that were corrected on-site are annotated. Deficiencies that can be corrective as CMITM during the next [preventive maintenance] visit are assigned an SO number. Items that require SO initiation are annotated as such in the method of resolution.

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<sup>3</sup> As relevant, we note that throughout the proposal submissions, the evaluation documents, and the filings, the parties sometimes refer to a “service order” (lower case or capitalized) and sometimes use the abbreviation “SO” for service order. See, e.g., PWS at 39-40; Weston AR, Tab 8A, Weston Technical Proposal at 4; Weston Comments & Supp. Protest at 20.

Weston AR, Tab 8A, Weston Technical Proposal at 14. The agency assigned a weakness because the proposal “suggests that Service Order initiation should occur” for certain CMITM items, which is inconsistent with the PWS. Weston AR, Tab 11, SSEB Report at 14. Specifically, the evaluators determined that “[i]nitiation of a Service Order for these items is not the correct method of resolution and will delay performance of repair and waste Government resources in Service Order processing.” *Id.* Based on our review of the record, we find no basis to question the agency’s assessment of this weakness in Weston’s proposal.

Weston, for its part, appears to acknowledge that the service order process should not be used for CMITM under the contract, contending that the firm’s proposal “does *not* suggest that ‘Weston will initiate the Service Order process for CMITM items’ but rather provides that Weston will track these items by assigning an internal SO number.” Weston Comments & Supp. Protest at 16. According to Weston, the agency should have understood its proposal was referring to an internal (rather than the official) service order process, because Weston is an incumbent provider of these services that have used such an internal process in the past. *Id.* at 16-17.

It is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its offer evaluated unfavorably where it fails to submit an adequately written proposal. *PEAKE*, B-417744, Oct. 11, 2019, at 4. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *Candor Sols., LLC*, B-417950.5, B-417950.6, May 20, 2021, at 9. An incumbent contractor is not protected from an unclear or inadequately detailed proposal by arguing that the procuring agency’s knowledge of the incumbent’s performance should serve as a substitute for information missing from the proposal. *Delta Bldg. Servs., Inc.*, B-405327.2, B-405327.3, Oct. 21, 2011, at 7 (denying argument that protester’s incumbency undermines agency’s criticism of protester’s quotation).

As the agency explains, under the PWS, “a Service Order (SO) is a document that is initiated and approved by the Government, requesting the Contractor to perform Corrective Maintenance work,” and “Service Order submissions are not required for” CMITM, which generally are to be “performed by the Contractor while onsite for other activities.” AR, Tab 4A, RFP attach. 1, PWS at 54, 38. The evaluators were concerned because Weston’s proposal appeared to conflate these distinct processes by its reference to addressing CMITM items through SOs. Weston MOL at 6.

Although the protester contends that the Corps should have understood its reference to “SO” in this context to be a different, Weston-internal process based on Weston’s incumbent knowledge and experience, the agency has explained why the language of the protester’s proposal raised concerns regarding Weston’s approach to CMITM. Because the agency was not required to attempt to remedy the protester’s unclear language through personal knowledge or by reference to information outside of the

protester's proposal--including how Weston approached any incumbent work--we find no merit to this argument. *Delta Bldg. Servs., Inc., supra.*

Second, Weston asserts that the agency failed to recognize multiple strengths in the firm's proposal. Protest at 21-22. Among others, Weston alleges that the Corps should have awarded a strength for Weston's experienced project manager and experienced, in-place incumbent workforce. *Id.* at 21.

Our review of the record, however, finds nothing in the solicitation required the agency to assess a strength for proposing incumbent personnel to staff the requirement. The agency notes that the evaluators did not believe Weston's personnel experience exceeded the solicitation's requirements. Weston COS at 13. In addition, the agency states that, had the agency assigned a strength to Weston for the experience of its project manager and workforce, it would have had to assign a similar strength to Pond. *Id.* at 13-14. That is, Pond proposed a project manager with more than the same number of years of relevant experience, and the awardee's proposal identified its experienced, regionally disbursed workforce for performance. *Id.* In other words, the agency asserts the contemporaneous record reflects that the evaluators did not consider such features to be strengths, and that Weston cannot establish that it was competitively prejudiced by the agency's failure to assign a strength on this basis, where the reasoning applies equally to the awardee, who also received no such strength.

While the protester characterizes the agency's response as relying on "post hoc analysis" without supporting evidence in the contemporaneous record, the agency was under no obligation to document the aspects of Weston's (or any offeror's) proposal that did not warrant strengths. Weston Comments & Supp. Protest at 22. Where, as here, a protester asserts that an agency should have assessed additional strengths to various aspects of its proposal, we have stated that agencies are not required to document every aspect of their evaluations, particularly the reasons why a proposal did not receive a strength for a particular feature. *22nd Century Techs., Inc.*, B-416669.5, B-416669.6, Aug. 5, 2019, at 5.

Moreover, we do not limit our consideration to contemporaneously-documented evidence, but instead consider all the information provided, including the parties' arguments and explanations concerning the contemporaneous record. *OGSystems, LLC*, B-417026 *et al.*, Jan. 22, 2019, at 5. 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 reasonableness of evaluation decisions--provided those explanations are credible and consistent with the contemporaneous record. *OGSystems, LLC, supra.*

Here, the agency responded to the protester's argument that its proposal warranted additional strengths. The Corps explained why the evaluators deemed this aspect (and the seven others enumerated in Weston's protest) met, but did not exceed, the specified requirements of the solicitation. On this record, we find the agency's evaluation of the

protester's technical proposal to be reasonable and consistent with the terms of the solicitation. For aspects alleged by the protester as deserving of additional strengths, the agency provided credible post-protest explanations with detailed rationales as to why those aspects of Weston's proposal merely met requirements without exceeding them. The protester's disagreement with the agency's reasoned judgments in this regard, without more, does not demonstrate that those judgments were unreasonable. See *Cape Env't Mgmt., Inc.*, B-412046.4, B-412046.5, May 9, 2016, at 8.

### Pond's Proposal

Tetra Tech, for its part, challenges the agency's evaluation of the awardee's technical proposal. The agency identified three strengths in Pond's technical proposal: (1) the company's nine branch offices throughout the South Atlantic Division; (2) the strategy to combine [DELETED] and [DELETED]; and (3) the discussion of [DELETED]. AR, Tab 11, SSEB Report at 8-9. Pond's proposal also received one weakness for routing the records for completed service orders to a contract management system rather than the Corps's service order desk, as set forth in the PWS. *Id.* at 9. According to Tetra Tech, each of the three strengths was unreasonably assessed. Comments & Supp. Protest at 13.

We find no merit to the protester's challenges to the three strengths and discuss, as a representative example, the argument regarding Pond's first strength. For one aspect of the technical proposal, offerors were required to address staffing utilization, specifically, how "proposed key personnel will be used in the management and execution of both preventive and corrective maintenance to ensure a high-quality standard." AR, Tab 6A, Technical Evaluation Form at 2. The agency identified a strength in Pond's proposal based on its "nine (9) branch offices" located in states across the South Atlantic Division, "all of which offer professional services such as engineers, corrosion, coatings, and cathodic protection specialists, and asset integrity team members." AR, Tab 11, SSEB Report at 8.

According to Tetra Tech, this "unreasonably rewards Pond for a feature that is not actually in its proposal." Tetra Tech Comments & Supp. Protest at 14. That is, Tetra Tech acknowledges that Pond describes its nine branch offices and expertise, but only as background explanation. *Id.* In the protester's view, Pond is proposing to staff the contract with individuals specifically named in the proposal, who work from only four of the nine offices. *Id.* at 14-15.

Pond's proposal specifically invokes its "nine (9) branch offices" in describing how it will provide "people and services located within close proximity of" the sites required to be serviced under the PWS to demonstrate that the firm was "staffed, postured, and ready to respond efficiently and effectively with local expertise for virtually any complex project." AR, Tab 7, Pond Technical Proposal at 5. While Tetra Tech argues that the statement was mere background information because the proposal's exact statement is that Pond "**also** has nine (9) branch offices," we find no basis to object to the agency's evaluation of Pond's technical proposal. Tetra Tech Comments & Supp. Protest at 15.

In this regard, as the agency explains, Pond's technical proposal names key personnel who are associated with four offices, but also describes how all nine branch offices are proposed as resources for this contract. Tetra Tech Supp. MOL at 5-7. Because Tetra Tech's argument is not supported by a fair reading of the contemporaneous record, these challenges are also denied. While Tetra Tech may disagree with the agency's judgment, it has failed to demonstrate that the agency's evaluation was unreasonable or inconsistent with the solicitation. *Bluehawk, LLC*, B-421201, B-421201.2, Jan. 18, 2023, at 9-10 (declining to substitute protester's interpretation of awardee's proposal for agency's reasonable judgment).

## Past Performance

Tetra Tech contends also that the Corps's past performance evaluation was flawed. In this regard, the protester argues that the agency used an arbitrary and mechanical approach to forming its evaluation conclusions, relying on adjectival ratings from Contractor Performance Assessment Report System (CPARS) evaluations to the exclusion of the CPARS narratives. Tetra Tech Comments & Supp. Protest at 27-33. Had the agency conducted a reasonable evaluation of past performance, Tetra Tech avers it would have received a rating of substantial confidence, rather than satisfactory confidence. In response, the agency asserts that its evaluation was reasonable and consistent with the stated terms of the RFP. MOL at 4-10.

Where a protester challenges a past performance evaluation, we will review the evaluation to determine whether it was reasonable and consistent with the solicitation's evaluation criteria. *Starlight Corp.*, B-420267.3, B-420267.4, Mar. 14, 2022, at 4. The evaluation of an offeror's past performance is generally a matter within the discretion of the contracting agency, and we will not question an agency's evaluation of past performance where it is reasonable and sufficiently documented. *Id.*

Under the past performance factor, the solicitation advised that offerors should submit up to five CPARS evaluations or past performance questionnaires (PPQ) for recent similar work. AR, Tab 6B, RFP attach. 5, Instructions and Evaluation Factors at 6. The record demonstrates that the agency evaluated the four CPARS evaluations and one PPQ that Tetra Tech submitted, and ultimately assigned an adjectival rating of satisfactory confidence under this factor. AR, Tab 11, SSEB Report at 28-32.

As noted above, Tech argues that the agency failed to consider the narrative information in the CPARS evaluations and PPQ, relying solely on the adjectival ratings for the six performance areas--quality, schedule, cost control, management, small business contracting, and regulatory compliance--which the protester acknowledges were uniformly rated "satisfactory." Tetra Tech Comments & Supp. Protest at 27-33. The record, however, belies the protester's assertion. Indeed, the agency, in evaluating Tetra Tech's past performance, discussed the details found in the CPARS narrative such as the complexity of and location for the work. See, e.g., AR, Tab 11, SSEB Report at 29 (discussing Tetra Tech's CPARS evaluation for program for similar maintenance services). Additionally, in response to this allegation, the contracting

officer affirmed that she reviewed not only the evaluation but “all CPARS and PPQ comments” to determine that she agreed with the satisfactory rating. Tetra Tech COS at 14. Because the record demonstrates that the agency considered and assessed the substance of the CPARS evaluations, we find no support for the protester’s argument that the agency’s evaluation was mechanical without consideration of qualitative information, and this allegation is denied. *LOGMET LLC*, B-422200, B-422200.2, Feb. 21, 2024, at 11.

#### Award Decision

As a preliminary matter, both protesters contend that because the best-value determination was based on an unreasonable evaluation of proposals, the tradeoff decision is flawed, as a consequence. Weston Comments & Supp. Protest at 23-24; Tetra Tech Comments & Supp. Protest at 12. The agency responds that its source selection decision was based on a reasonable underlying evaluation. Weston MOL at 21-26; Tetra Tech MOL at 10-15.

As discussed above, we find no reason to object to the agency’s evaluation of proposals. Thus, there is no basis to question the source selection authority’s reliance upon those evaluations in making the source selection decision. *Thalle Constr. Co., Inc.*, B-421345 *et al.*, Mar. 27, 2023, at 18 (“[D]erivative allegations do not establish an independent basis of protest.”); *DynCorp Int’l LLC*, B-414647.2, B-414647.3, Nov. 1, 2017, at 16. Accordingly, we find no merit to the protesters’ objections to the agency’s selection decision based upon the underlying evaluation of proposals.

Beyond that initial challenge to the award decision, Weston and Tetra Tech advance additional arguments regarding the source selection decision based on the evaluation as documented.

#### Basis of Award

Weston argues that the award decision was improperly based on “final overall prices” without “comparing the competitiveness of the direct labor rates.” Weston Comments & Supp. Protest at 13. According to Weston, its direct labor rates were lower than Pond’s direct labor rates such that Pond should have been found unreasonable in price. *Id.* The RFP, however, provided only that “[f]or evaluation and award purposes, the total proposed price” for all contract line item numbers (CLINs) added together, would be considered as a “total sum (contract value).” AR, Tab 6B, RFP attach. 5, Instructions and Evaluation Factors at 17. Since the agency followed the terms of the solicitation and evaluated total price, rather than individual labor rates, which was not provided for by the solicitation, this protest allegation is denied. *PingWind, Inc.*, B-423141, Feb. 5, 2025, at 7-8 (denying protest challenging manner of price evaluation where evaluation was reasonable and consistent with the solicitation).

## Independent Judgment

Tetra Tech contends that the SSA “unreasonably disregarded the SSEB’s technical evaluation and, instead, whimsically found Pond’s proposal technically superior notwithstanding its lower technical [adjectival] rating.” Tetra Tech Comments & Supp. Protest at 3. The agency responds that the SSA conducted a thorough and detailed review of “the SSEB Report and all supporting documents, including the solicitation, proposal[s], and] CPARS (with comments).” Tetra Tech MOL at 13-15. The agency further argues that the SSA properly exercised independent judgment to compare the qualitative merits of the Weston, Tetra Tech, and Pond proposals, and reasonably concluded that Pond represented the highest-rated, lowest-priced proposal of the three. *Id.*

Our decisions make clear that an SSA has broad discretion in determining the manner and extent to which lower-level evaluation results are used. *Northrop Grumman Sys. Corp.*, B-414312 *et al.*, May 1, 2017, at 9. The SSA may disagree with, or expand upon, the findings of lower-level evaluators, provided the basis for the decision is reasonable and documented. *Id.* Further, in reviewing an agency’s evaluation of proposals and source selection decision, it is not our role to reevaluate submissions; rather, we examine the supporting record to determine whether the decision was reasonable, consistent with the stated evaluation criteria, and adequately documented. *Id.* A protester’s disagreement with the agency’s evaluation judgments, or with the agency’s determination as to the relative merits of competing proposals, does not establish that the evaluation or the source selection decision was unreasonable. *Id.*

Here, the SSA began the source-selection analysis by reviewing and summarizing the SSEB’s evaluation of Pond’s and Tetra Tech’s proposals. AR, Tab 13, SSDD at 8-9. As noted above, the evaluators identified three strengths on Pond’s technical proposal:

their availability of personnel through their nine branch offices located throughout the project area, as well as savings to the Government with the alignment of the [DELETED] and [DELETED] and emphasis on their dedication to [DELETED].

*Id.* at 8. Considering these strengths and a weakness identified for a “lack of understanding of the service order process” in terms of workflow for records of completed service orders, the SSEB assigned Pond’s proposal an adjectival rating of “good.” *Id.* For Tetra Tech, the SSEB identified two strengths: one based on proposing to [DELETED] (rather than [DELETED] the work) and using two additional site managers; and other for including [DELETED] in preventive maintenance schedules. *Id.* at 8-9. Based on these findings, the SSEB rated Tetra Tech’s proposal “outstanding” for the technical factor. *Id.*

The SSA, however, determined that despite Tetra Tech’s higher adjectival rating, it was Pond that offered the superior approach under the technical factor. Although the SSA did not disagree with the SSEB’s assignment of strengths and weaknesses for this

factor, the SSA did determine that Pond's strengths were "more significant and quantifiable" than Tetra Tech's, which were "more in line with business decisions that would effectively increase the chances of successful performance, benefitting the company more than the Government." *Id.* at 11. As a result, the SSA made an "independent assessment" that the same findings supported a determination that it was Pond's proposal, rather than Tetra Tech's, that was the highest technically rated. *Id.* at 12.

Tetra Tech attacks the SSA's independent determination, alleging the SSA's assessment--that Pond was superior to Tetra Tech--failed to consider the weakness assigned to Pond's technical proposal. Tetra Tech Comments & Supp. Protest at 3-13. The record, however, reflects that the SSA considered the SSEB's entire evaluation, including the weakness assigned to Pond's proposal. That the SSEB conducted an independent assessment of the relative merits of the proposals, and noted and documented the basis for disagreement with the SSEB, does not demonstrate that the SSA's judgment was improper. *Paradyme Mgmt., Inc.*, B-421203, B-421203.2, Jan. 18, 2023, at 12 (denying protest asserting that award decision improperly departed from the underlying evaluation).

According to Tetra Tech, the SSA's stated basis for distinguishing between Pond's and Tetra Tech's technical value--that Pond's proposal would promote cost savings and efficiency--was unreasonable. Tetra Tech Comments & Supp. Protest at 3-13. In other words, Tetra Tech does not argue that there was any error in the evaluation of strengths or understanding of the strengths; instead, it disagrees with the weight the SSA assigned to these strengths. Such disagreement, without more, provides no basis to sustain a protest. *Platinum Bus. Servs. LLC*, B-419930, Sept. 23, 2021, at 4. Accordingly, this protest ground is denied.

Finally, Tetra Tech objects to the SSA's statement within the award decision that, although offerors' prices were fair and reasonable overall, one element of Tetra Tech's proposed price under one line item--the emergency fee--was "unreasonably high." AR, Tab 13, SSDD at 12. Tetra Tech argues that the determination that the fee was unreasonably high was inconsistent with the solicitation's price evaluation criteria and not a proper consideration in the best-value tradeoff decision. Tetra Tech Comments & Supp. Protest at 18-27.

We need not determine whether Tetra Tech's argument that the emergency fee was unfairly and unreasonably deemed "unreasonably high" because we find that Tetra Tech cannot establish that any such error had a material effect on the award decision. Competitive prejudice is an essential element of every viable protest; we will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions. *Segovia, Inc. d/b/a Inmarsat Gov't*, B-408376, B-408376.2, Sept. 3, 2013, at 7. That is, our Office will not sustain a protest unless the protester demonstrates that, but for the agency's actions, it would have a substantial chance of receiving the award. *CoreCivic, Inc.*, B-418620, B-418620.2, July 8, 2020, at 7.

Here, although the SSA did note that one sub-element of Tetra Tech's proposed price was "unreasonably high," the SSA reiterated that Tetra Tech's overall proposed price was fair and reasonable, and did not eliminate Tetra Tech's proposal from consideration based on the emergency fee. AR, Tab 13, SSDD at 12. Instead, at that point of the tradeoff decision, the SSA had already determined that Pond's proposal was technically superior to Tetra Tech's proposal. Pond also offered better past performance and had the same "outstanding" adjectival rating for the small business participation factor, and a lower overall proposed price than Tetra Tech. *Id.* As summarized by the SSA, "[t]he technical superiority and quality of the strengths in Pond's proposal and their 'SUBSTANTIAL CONFIDENCE' rating in Factor 2, Past Performance, are determined to be worth the price of \$49,993,840.22, and therefore, this proposal represents the best value to the Government." *Id.*

Where a higher-rated, lower-priced proposal is selected for award, a tradeoff is not required. *WWC Glob., LLC*, B-420598, June 13, 2022, at 10. In other words, once the SSA determined that Pond's proposal was higher-rated and lower-priced than Tetra Tech's proposal, there was no obligation for the SSA to perform a price/technical tradeoff to determine whether to pay a higher price for Tetra Tech's inferior technical proposal. *Id.* Even if the SSA had made no mention at all of the emergency fee, Pond's proposal would have been higher-rated and lower-priced, and the proposal would have been appropriate for award without a price/technical tradeoff. Because any error in referring to, or relying on, the emergency fee did not affect the SSA's selection of Pond as the best value, the protester cannot establish that it was unfairly competitively prejudiced as a result. The protest is therefore denied.

The protests are denied.

Edda Emmanuelli Perez  
General Counsel