



Decision

Matter of: B&N Capital Suppliers, d/b/a B&N Inspection

File: B-424214.6

Date: September 17, 2026

Nick Lamm for the protester.

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DIGEST

1. Protest challenging the agency's evaluation of the protester's proposal as technically unacceptable, and therefore ineligible for award, is denied where the agency's evaluation was reasonable and in accordance with the terms of the solicitation.
 2. Protest that agency failed to engage in meaningful discussions during corrective action is denied where the record shows that the agency's discussions led the protester into the area of its proposal that required revision.
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DECISION

B&N Capital Suppliers, doing business as B&N Inspection (B&N), a small business of Chesterfield, Missouri, protests the issuance of a task order to Elzly Technology Corporation, of Reston, Virginia, under request for proposals (RFP) No. N0016725R3008, issued by the Department of the Navy, Naval Surface Warfare Center, for subject matter experts (SMEs) in support of the Navy's corrosion control assistance team (CCAT) program. B&N alleges that the Navy improperly evaluated its proposal as unacceptable, and therefore ineligible for award, based on two deficiencies assessed to its proposal under the technical factor. The protester also asserts that the Navy engaged in misleading discussions, challenges the agency's evaluation of past performance, and contends the best-value tradeoff was unreasonable.

We deny the protest.

BACKGROUND

On June 13, 2025, the Navy issued the RFP, as a small business set-aside, to holders of the Navy's SeaPort Next Generation (SeaPort NxG) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Agency Report (AR), Tab C, RFP at 33, 37, 43-44, 92; Contracting Officer's Statement (COS) at 22.¹ The solicitation seeks an offeror to provide corrosion control assistance, training, and technical support to U.S. Navy vessels at various locations. RFP at 43-44. The RFP contemplates the issuance of a cost-plus-fixed-fee, level-of-effort task order for a 1-year base period and eight 1-year option periods. RFP at 32-33; COS at 22.

The solicitation provides for award on a best-value tradeoff basis considering the following evaluation factors: technical; past performance; and cost. RFP at 102-103. Relevant here, in evaluating the technical factor, the agency considered the following three elements: technical approach; management approach; and personnel approach. *Id.* at 103. The solicitation also provided for the evaluation of contract documentation on a pass/fail basis. *Id.* at 106-107. The technical factor was considered more important than the past performance factor, and these two factors combined were significantly more important than cost, with the importance of cost increasing as the proposals became more equal under the non-cost factors. *Id.* at 103.

The solicitation provided for the evaluation of proposals under the technical factor as: outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 104. As relevant here, the solicitation defined unacceptable as a "[p]roposal [that] does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high" and advised that a deficiency is a "material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level." *Id.* at 102, 104

As relevant to this protest, with regard to the technical approach element of the technical factor, the RFP required that each offeror "describe its specific understanding, capability, experience, and technical approach with regards to the following requirements: [statement of work] SOW Section 5 and all subsections." RFP at 95. The solicitation explained that the Navy would "evaluate the extent to which the proposal demonstrates specific understanding, capability, and experience to successfully perform the requirements, and the soundness of the proposed technical approach." *Id.* at 103.

¹ The solicitation was amended 3 times and citations to the RFP are to the version provided as exhibit B, unless otherwise noted. COS at 24-25. Citations to the record use the Adobe PDF pagination of the documents produced.

The Navy received timely proposals from five offerors, including B&N and Elzly. COS at 25. After evaluating proposals, the contracting officer, who is also the source selection authority (SSA) for this procurement, made the initial source selection decision and issued the task order to another offeror, Secise, LLC, on January 8, 2026. *Id.*

On January 20 and January 23, respectively, B&N and Elzly each filed a protest with our Office arguing the agency misevaluated several aspects of the proposals and made an unreasonable award decision. *B&N Capital Suppliers, LLC d/b/a B&N Inspection*, B-424214, Feb. 5, 2026 (unpublished decision); *Elzly Tech. Corp.*, B-424214.2, Feb. 4, 2026 (unpublished decision). We dismissed both protests because the Navy notified our Office of its intent to take corrective action that included the issuance of a new award decision, and thus, rendered the challenges to the initial evaluation academic. *B&N Capital Suppliers*, *supra* at 1; *Elzly Tech.*, *supra* at 1. Specifically, the Navy advised that it: would reevaluate proposals and revise the source selection decision; may enter into discussions and allow offerors to submit revised proposals; and would conduct a new best-value tradeoff analysis and make a new award decision. *B&N Capital Suppliers*, *supra* at 1; *Elzly Tech.*, *supra* at 1.

In implementing its corrective action, the contracting officer established a competitive range of three offerors, including B&N and Elzly, and opened discussions with these three offerors. COS at 26. The agency sent discussion letters to all three offerors addressing deficiencies, weaknesses, and significant weaknesses identified in the proposals, and requesting submission of final proposal revisions (FPRs) by March 6, 2026. *Id.* In addition, the agency issued and included as an enclosure to the discussion letters a copy of amendment 3 to the RFP, which revised the period of performance dates to align with the estimated timeline for award. *Id.* The discussion letters also included as enclosures a copy of each respective offeror's source selection evaluation board (SSEB) technical evaluation report, as well as a copy of the offeror's SSEB past performance evaluation report (if applicable). *Id.* The discussion letters specified that "changes shall be limited to the items provided in the enclosures . . . , inclusive of any aspect of the proposal impacted by such changes." AR, Tab G, B&N Discussions Letter at 640; COS at 26. In response to an inquiry from B&N regarding the extent of revisions that could be made in its FPR, the agency clarified that those enclosures for B&N are amendment 0003 to the solicitation and B&N's technical evaluation report and past performance evaluation. AR, Tab H, Email Clarification at 658; COS at 26.

As relevant to this protest, B&N's discussions letter and enclosed technical evaluation report advised the company that its proposal was rated unacceptable under the technical factor. AR, Tab G, B&N Discussions Letter at 639, 644. Specifically, the technical evaluation report explained that, under the technical factor, B&N's proposal "contains three deficiencies, one significant weakness, and one weakness, which outweighs the three strengths and one significant strength." *Id.* at 644. Based on this finding, the report stated that B&N's "proposal does not meet requirements of the Solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high, resulting in an overall Factor 1 rating of UNACCEPTABLE." *Id.*

As noted above, in evaluating the technical factor, the agency considered three elements: technical approach, management approach, and personnel approach. *Id.* at 644, 646, 648. All three deficiencies were assessed to B&N's proposal under the technical approach element. In the technical evaluation report provided to B&N during discussions, the agency described the deficiencies as follows: (1) the failure of B&N's proposal to "correlate [its specified] infrastructure experience to ship or maritime experience or provide any insight into how such infrastructure experience is of value, or would translate to an effort that solely focuses on US Navy and US Coast Guard ships"; (2) B&N described its "use of LIDAR [light detection and ranging] to geographically map spaces, and assess corrosion severity" as well as "proposed use of drones" but the RFP restricts "efforts for supporting corrosion control/preservation work [to that] accomplished through the issuance of Government furnished equipment," and the "LIDAR equipment . . . is not Government furnished," and "the proposed use of drones is not permitted in the air space surrounding US Navy ships (CNRSW 3052.1"; and (3) in light of the solicitation requirement (Section C.5.1.4.7) that the contractor "train SF [Ships' Force] in the mixing of shipboard coatings, including nonskid" and that the "mixing and application of nonskid is a Navy-specific process, which the Offeror does not demonstrate in its proposal that it possesses knowledge or experience with the process." See *id.* at 645-646.

All three offerors submitted timely FPRs. COS at 27. As relevant here, in evaluating B&N's FPR, the agency determined that, although one of the three assessed deficiencies (concerning the use of LIDAR and drones) had been adequately addressed and resolved during discussions, the proposal was unacceptable under the technical factor based on the remaining two deficiencies, which the agency found had not been resolved. AR, Tab F, B&N's FPR Tech. Eval. Report at 631 ("B&N's FPR proposal contains two deficiencies, one significant weakness, and one weakness, which outweighs the three strengths and one significant strength."). As a result, the contracting officer found that that B&N's FPR "does not meet the requirements of the [s]olicitation and, thus, contains one or more deficiencies and is unawardable," resulting in an overall rating under the technical factor of unacceptable. *Id.*

Ultimately, the SSA concluded that Elzly's proposal represented the best value to the government, and on May 22, the Navy notified B&N that that task order had been issued to Elzly. COS at 28. After requesting and receiving a debriefing from the Navy, which concluded on June 10, B&N filed this protest with our Office.² AR, Tab K, Debriefing Letter; COS at 28.

² The value of the task order is \$64 million and is therefore within our jurisdiction to review protests related to the issuance of orders exceeding \$35 million under multiple-award IDIQ contracts issued under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

DISCUSSION

B&N challenges the Navy's evaluation of its proposal as unacceptable under the technical factor and contends that the Navy failed to conduct meaningful discussions regarding the areas of concern that rendered its proposal unacceptable. B&N also argues that the agency improperly evaluated past performance and asserts that the agency's award decision was unreasonable. For the reasons discussed below, we find that the agency reasonably evaluated the protester's proposal as unacceptable--and thus ineligible for award--based on two deficiencies in the protester's proposal that were reasonably assessed in accordance with the RFP's evaluation criteria under the technical approach element of the technical factor.³ We also find that the agency's discussions with B&N were meaningful. Because we conclude that the agency reasonably found B&N's proposal unacceptable and ineligible for award, the protester is not an interested party to assert its other protest grounds regarding the past performance evaluation and agency's best-value tradeoff analysis.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, at 15. Our Office will review evaluation challenges to task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. *Logis-Tech, Inc.*, B-407687, Jan. 24, 2013, at 5. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Engility Corp.*, *supra*. at 16.

Evaluation of Deficiencies

The protester contends that the agency improperly found its proposal unacceptable based on the assessment of two deficiencies under the technical approach element of the technical factor because, in the protester's view, the deficiencies were based on unstated evaluation criteria. Protest at 4. Specifically, the agency assessed the following two deficiencies to B&N's FPR: (1) failure to understand or demonstrate experience and knowledge with Navy shipboard corrosion control and preservation; and (2) failure to demonstrate an understanding that the relevant mixing and application of nonskid coating is a ship and submarine specific process with which B&N failed to demonstrate any experience. AR, Tab I, FPR Tech. Eval. Report at 671-673. The agency argues that its evaluation of B&N's proposal as unacceptable was reasonable because these requirements--experience and knowledge with Navy shipboard corrosion control and preservation, and experience with the mixing and application of nonskid

³ Although we do not address all of the protester's arguments in this decision, we have considered them all and find that none provides a basis upon which to sustain the protest.

coatings specific to ships and submarines--were reasonably encompassed in the solicitation criteria.

Under the technical approach element, the RFP required that each offeror "shall describe its specific understanding, capability, experience, and technical approach with regards to the following requirements: SOW Section 5 and all subsections." RFP at 95. The solicitation provided that each offeror "should organize its technical approach by grouping together capability, understanding, experience, and approach by specific SOW requirements[.]" *Id.* The RFP further advised offerors that they "shall clearly demonstrate [their] ability to meet the requirements" and "shall provide explanatory details assuming that the Government has no prior knowledge of [their] facilities, capabilities, or experience." *Id.*

Relevant here, SOW section 5 included a requirement that the contractor "perform in-process quality checks on each corrosion control/preservation work item in the ship's work package, and provide feedback to the ship's crew on correct processes and procedures, in accordance with the technical documents outlined in SOW Section 3.0 Applicable Documents/References." AR, Tab C, SOW § 5.1.4.6 at 45. The SOW also required the contractor to "train [ships force] SF to mix coating and nonskid systems correctly and adhere to required film thickness, application requirements, environmental requirements, and curing times, in accordance with [Naval Ships' Technical Manual] NSTM Chapter 631, NSTM Chapter 634, NAVSEA Standard Item 009-032, and all applicable NAVSEA-Reviewed [American Society for Testing and Materials] ASTM F718 Product Data Sheets." *Id.*, SOW § 5.1.4.7 at 45. The solicitation explained that, for the technical approach element, the Navy would "evaluate the extent to which the proposal demonstrates specific understanding, capability, and experience to successfully perform the requirements, and the soundness of the proposed technical approach." *Id.* at 103.

In evaluating B&N's FPR under the technical approach element, the evaluators identified two deficiencies, which rendered B&N's proposal unacceptable. AR, Tab I, FPR Tech. Eval. Report at 671-673. With regard to the first deficiency--regarding Navy shipboard corrosion control and preservation--the evaluators noted that "[o]n pages 16-26 of [B&N's] FPR proposal, the Offeror discusses prior experience that it believes demonstrates sufficient US Navy and US Coast Guard ship experience to support the CCAT Program." *Id.* at 671. The evaluators found, however, that "[a]lthough the Offeror references its acquisition of FeO, Inc. in 2023, for purposes of demonstrating its experience with the CCAT program ('FeO previously performed the CCAT contract'), the specific projects that the Offeror highlights in its FPR proposal reveal that the Offeror does not possess the type of experience and knowledge with US Navy shipboard corrosion control and preservation that is contemplated in the Solicitation." *Id.*

For example, the evaluators stated that "in discussing its prior experience on page 23 of [B&N's] FPR proposal, the Offeror states, 'While [the National Bio and Agro-Defense Facility (NBAF)] installation occurred in a biomedical containment environment rather

than aboard a naval vessel, the inspection controls and performance expectations are directly analogous to military-grade nonskid deck systems governed by MIL-PRF-24667, which establishes requirements for epoxy nonskid deck coatings including aggregate distribution, film thickness control, impact resistance, abrasion durability, and sustained slip resistance under demanding service conditions.” *Id.*

The evaluators found, however, that this statement in B&N’s FPR “is misplaced” as “the Offeror’s statement does not take into account the difference between a qualification requirement and an in-service application requirement.” *Id.* In this regard, the evaluators explained that “[m]ilitary performance specifications, such as MIL-PRF-24667, are qualification requirements documents, not in-service application requirements, to which the coating system would be inspected during and after application.” *Id.* The evaluators noted that “[t]his means that a coating system is tested and qualified to the military specification’s requirements before the coating system is used in service, and then after the coating system is approved for qualification by NAVSEA, neither the applicator of the coating system nor an inspector overseeing coating system application is responsible for ensuring that all qualification requirements of the military specification are met by the coating system at every application.” *Id.*

With regard to B&N’s FPR, the evaluators noted that the “in-service application requirements document for MIL-PRF-24667 nonskid is NAVSEA Standard Item (NSI) 009-032,” but that NSI 009-032 “is not specifically mentioned in [B&N’s] FPR proposal for this particular example of prior experience, nor for any of the other projects the Offeror highlights.” *Id.* at 671-672. In this regard, the evaluators explained that “[B&N’s] FPR proposal contains four references to ‘NAVSEA Standard Items,’ none of which include any reference to inspecting or overseeing work being performed to the requirements of NSI 009-032.” *Id.* at 672.

In addition, the evaluators pointed to “SOW Section 3.0 Applicable Documentation/References,” which the agency explained “requires a comprehensive demonstration of technical expertise regarding US Navy shipboard corrosion control and preservation, specifically governed by NSTM Chapters 631 (Preservation of Ships In Service) and 634 (Deck Coverings).” *Id.* The evaluators found that “[a]lthough the Offeror’s FPR proposal includes five references to these NSTM chapters and states an intent to adhere to their requirements, it fails to provide substantive evidence of technical mastery or practical application/experience.” *Id.* The evaluators concluded that “[a] statement of intent is not a substitute for demonstrated proficiency” and that “[t]he proposal lacks specific technical examples from prior performance that validate a functional understanding of these NSTM standards in a shipboard environment.” *Id.* Ultimately, the evaluators found that “[t]his absence of demonstrated Subject Matter Expertise regarding critical preservation protocols indicates a fundamental lack of understanding of US Navy requirements” and “[c]onsequently, this creates an unacceptably high risk of unsatisfactory performance.” *Id.*

With regard to the second deficiency--concerning the mixing and application of nonskid coating--the evaluators cite to SOW section 5.1.4.7, which “requires the Contractor to

train Ships' Force (SF) in the mixing of shipboard coatings, including nonskid." AR, Tab I, FPR Tech. Eval. Report at 672. The evaluators explained that "[r]elevant to this requirement is MIL-PRF-24667, the NAVSEA-prepared military standard for nonskid, which states that '[t]his specification covers nonskid systems, coatings, and coverings for application to weather decks, flight decks, and hangar decks of aircraft carriers, surface combatants, and amphibious, auxiliary, and sealift ships, and submarines.'" *Id.* The evaluators found that "[a]lthough [B&N] cites to prior experience involving nonskid and non-slip coatings at a biomedical containment environment, as well as at a US Coast Guard Air Station, the standard set forth in MIL-PRF-24667 contemplates that the relevant mixing and application of nonskid is a ship and submarine-specific process, of which the Offeror does not demonstrate with the referenced prior experience." *Id.* In this regard, the evaluators noted that "[B&N's] past work inspecting application of non-slip and slip-resistant coatings provides no specific examples of experience with MIL-PRF-24667 and nonskid aboard ships or submarines." *Id.*

The evaluators also explained that "[d]ue to its use in shipboard aviation operations, the requirements for the mixing and application of nonskid are unique, as armed forces ship-specific, [International Traffic in Arms Regulations] ITAR-restricted technology whose application requirements are dictated by NAVAIR." *Id.* at 672-673. The evaluators stated that "[f]urther, the nonskid contemplated with this Solicitation is not comparable to slip-resistant or non-slip coatings used in non-US Navy applications, such as the [o]fferor's prior experience with NBAF (Page 23 of the Offeror's FPR proposal)." *Id.* The evaluators found that while "[B&N's] FPR proposal frequently draws parallels between nonskid and non-slip coatings from its prior experience and the requisite CCAT support," the "process and techniques utilized in the Offeror's prior experience involves a vastly different mixing and application technique than that contemplated with MIL-PRF-24667 nonskid." *Id.* In addition, the evaluators noted that B&N's "FPR proposal contains nine instances of using the term 'broadcast' in regard to the distribution of aggregate in a non-slip coating." *Id.* The evaluators explained that "[t]he aggregate in nonskid is qualified to defined requirements in MIL-PRF-24667, as part of the nonskid system, and is mixed into the liquid coating components before application, and as such, is not 'broadcast' as a component of the coating system separate from the liquid coating." *Id.* The evaluators found that B&N's "use of this term indicates its inexperience with MIL-PRF-24667 nonskid as a coating system" and that "[t]his lack of knowledge and experience with MIL-PRF-24667 nonskid in shipboard applications creates an unacceptable level of risk that the Offeror will not fulfill the contract's requirements to the satisfaction of the Government." *Id.*

The protester disagrees with the agency's assessment of both deficiencies. B&N does not contest the substance of each deficiency but argues that they are based on unstated evaluation criteria. Specifically, the protester contends that the RFP's evaluation criteria "recognized broader categories of acceptable qualifications, experience, demonstrated capability, technical understanding, and industry expertise" than accepted by the agency during its evaluation. Comments at 12-13. In this regard, the protester contends that the evaluation criteria did not include a "requirement that an offeror previously have performed identical corrosion-control assistance services aboard

U.S. Navy vessels” or “previously executed Navy shipboard nonskid operations.” Comments at 13. The protester maintains that “[w]hatever comparative value the [a]gency might reasonably assign to more directly analogous experience, the [s]olicitation did not advise offerors that prior performance of identical Navy shipboard work constituted the benchmark against which technical acceptability would be measured.” *Id.*

As a general matter, when evaluating proposals in a task order competition, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. *M.A. Mortenson Co.*, B-413714, Dec. 9, 2016, at 5. While a solicitation must inform offerors of the basis for proposal evaluation by identifying the evaluation factors and their relative importance, a solicitation need not specifically identify each and every element an agency considers during an evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated evaluation factors. FAR 16.505(b)(1)(iv)(C); *Horizon Indus., Ltd.*, B-416222, B-416222.2, July 11, 2018, at 6.

Here, as noted above, the RFP provided that, for the technical approach element, the Navy would “evaluate the extent to which the proposal demonstrates specific understanding, capability, and experience to successfully perform the requirements, and the soundness of the proposed technical approach” and required offerors to describe their understanding, capability, experience, and technical approach with regard to the requirements of SOW section 5. RFP at 95, 103. The tasks set forth in SOW section 5 (Task Requirement) expressly required performance of the requisite support services in the context of Navy and Coast Guard vessels, and emphasized a need for offerors to possess direct Navy nonskid execution experience and familiarity with Navy-specific shipboard preservation processes and methodologies in performance of those tasks. *Id.* at 44-47.

For example, as noted above, SOW section 5.1.4.6 (Technical Assistance) states that “[t]he Contractor shall . . . provide feedback to the ship’s crew on correct processes and procedures, in accordance with the technical documents outlined in SOW Section 3.0 Applicable Documents/ References.” *Id.* at 45. Section 3.0 of the SOW lists numerous documents, processes and standards pertaining to Navy shipboard preservation requirements and nonskid execution methodology, such as NAVSEA Standard Item (NSI) 009-032 (Cleaning and Painting Requirements), which specifies the standard found at MIL-PRF-24667. RFP at 43-44. Additionally, SOW section 5.1.4.7 (Coating and Nonskid Mixing Training) states that the “[c]ontractor shall train SF to mix coating and nonskid systems correctly and adhere to required film thickness, application requirements, environmental requirements, and curing times, in accordance with NSTM Chapter 631, NSTM Chapter 634, NAVSEA Standard Item 009-032, and all applicable NAVSEA – Reviewed ASTM F718 Product Data Sheets.” *Id.* at 45.

The agency argues that “[t]he multiple references to the Navy-specific standards, processes, and methodologies regarding Navy corrosion-control and preservation” in the SOW, provided offerors with “proper notice that this type of experience and

familiarity was material to the Navy's evaluation of assessing an offeror's capability to meet the Solicitation's objectives." Memorandum of Law (MOL) at 12. We agree.

While the solicitation did not specifically state that the agency would evaluate experience and understanding of Navy shipboard corrosion control and preservation, or direct Navy nonskid execution experience and familiarity with Navy-specific shipboard preservation processes and methodologies, we find that such considerations are intrinsic to--or reasonably subsumed within--the stated evaluation criteria noted above. *See Horizon Indus., Ltd., supra*. The language in the solicitation contemplates that the agency would evaluate the entirety of the proposed technical approach to determine how it demonstrates the offeror's specific understanding, capability, and experience to successfully perform the SOW requirements. Navy shipboard corrosion control and preservation, as well as direct Navy nonskid execution experience and familiarity with Navy-specific shipboard preservation processes and methodologies, such as knowledge of MIL-PRF-24667, were requirements specifically included in the SOW. As such, based on the record, we find the agency's consideration of Navy shipboard corrosion control and preservation, and understanding of Navy nonskid coating execution specific to ships and submarines to be logically encompassed in the evaluation criteria.

To the extent B&N maintains that the Navy improperly evaluated its proposal as unacceptable based on a "requirement that an offeror previously have performed identical corrosion-control assistance services aboard U.S. Navy vessels" or "previously executed Navy shipboard nonskid operations," Comments at 13, the record does not support the protester's allegation that the agency concluded its proposal was unacceptable based solely on the lack of identical experience. Rather, the record reflects that the deficiency ratings assigned to B&N's proposal were a product of the protester's failure to provide sufficient detail demonstrating it possessed the necessary experience and understanding of Navy corrosion-control and preservation standards, processes, and methodologies, as well as the protester's failure to provide sufficient detail demonstrating it possessed the necessary experience and understanding concerning Navy nonskid coating execution to warrant higher ratings. *See, e.g., AR, Tab I, FPR Tech. Eval. at 672* (concluding that B&N's proposal fails to "validate a functional understanding of [the] NSTM standards in a shipboard environment," which "indicates a fundamental lack of understanding of US Navy requirements" and "creates an unacceptably high risk of unsatisfactory performance."); *id. at 673* (finding that B&N's "lack of knowledge and experience with MIL-PRF-24667 nonskid in shipboard applications creates an unacceptable level of risk that the [o]fferor will not fulfill the contract's requirements to the satisfaction of the Government.").

It is an offeror's responsibility to submit an adequately written proposal that demonstrates the merits of its approach, and an offeror that fails to do so runs the risk that its proposal will be evaluated unfavorably. *Olympus Bldg. Servs., Inc., B-416599 et al.*, Oct. 24, 2018, at 3. Here, the protester failed in this respect. To the extent B&N maintains that the agency should have evaluated its proposal differently, the

protester's disagreement with the agency's evaluation, without more, is insufficient to render the evaluation unreasonable.

In sum, we find the agency's assessment of the deficiencies to B&N's proposal for a material failure to meet the government's requirements was reasonable. RFP at 102 (defining deficiency as a material failure to meet a government requirement and/or risk of performance is unacceptably high). In addition, as noted above, the RFP provided that a "[p]roposal [that] does not meet requirements of the solicitation and, thus, contains one or more deficiencies [] is unawardable[.]" RFP at 104. In light of the reasonably assessed deficiencies, the agency properly found B&N's proposal to be unacceptable and ineligible for award. This protest ground is denied.

Discussions

The protester challenges the agency's conduct of discussions related to the deficiencies assessed to B&N's FPR for Navy shipboard corrosion control and preservation and understanding of Navy nonskid coating execution. Protest at 14. The protester alleges that "the Navy failed to meaningfully disclose the full nature and scope of the concerns that ultimately became central to the corrective action evaluation." *Id.* at 13-14. Specifically, the protester argues that Navy failed to meaningfully disclose any deficiencies related to nonskid execution methodology, such as MIL-PRF-24667, NAVSEA Standard Item 009-032 familiarity, or prior Navy shipboard operational familiarity standards. *Id.* The agency responds that its discussions were conducted appropriately and provided B&N with sufficient information to allow it to correct the deficiencies. MOL at 20-21. We agree.

The regulations concerning discussions under FAR part 15, which pertain to negotiated procurements, do not as a general rule, govern task and delivery order competitions conducted under FAR subpart 16.5, such as the procurement at issue here. *M.A. Mortenson Co.*, *supra* at 8. In this regard, section 16.505 of the FAR does not establish specific requirements for discussions in a task order competition; nonetheless, when an agency conducts exchanges with offerors in a task order competition, those exchanges must be fair, meaningful, and not misleading. *Verizon Bus. Network Servs., Inc.*, B-419271.5 *et al.*, Apr. 26, 2021, at 10-11. In the context of both FAR part 15 and 16 procurements, our decisions have explained that for discussions to be meaningful an agency need not "spoon-feed" an offeror as to each and every item that could be revised to improve an offeror's proposal. *Abacus Tech. Corp.; SMS Data Prods. Group, Inc.*, B-413421 *et al.*, Oct. 28, 2016, at 7. Rather, agencies need only lead offerors into the areas of their proposals that require amplification or revision. *Id.*; *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, at 6. Further, the exact content of discussions largely is a matter of the contracting officer's judgment. *Id.* at 8.

Relevant here, during discussions, the agency notified B&N of three deficiencies it assessed to B&N's proposal under the technical approach element of the technical approach factor (only two of which are relevant to this discussion). AR, Tab G, B&N Discussions Letter at 639-641. The record shows that during discussions, the agency

provided B&N with a discussion letter and copy of the agency's technical evaluation report that identified the deficiencies. *Id.*

For example, regarding the ship/maritime experience deficiency, the technical evaluation report stated:

Across pages 18-23 of the [B&N's] proposal, [B&N] makes numerous references to 'infrastructure' and 'various asset types,' including pipelines, bridges, and military/DoD facilities, but at no point in these instances does the Offeror correlate this infrastructure experience to ship or maritime experience or provide any insight into how such infrastructure experience is of value, or would translate to an effort that solely focuses on US Navy and US Coast Guard ships.

Id. at 645.

Additionally, the technical evaluation report explained the following regarding the nonskid deficiency:

Solicitation Section C.5.1.4.7 requires the Contractor to train SF in the mixing of shipboard coatings, including nonskid. The mixing and application of nonskid is a Navy-specific process, which the Offerer does not demonstrate in its proposal that it possesses knowledge or experience with the process. A keyword search in the Offerer's technical approach produced no references to "nonskid" or the military specification for nonskid (i.e., "MIL-PRF-24667").

Id. at 646.

Our review of the record finds that the agency's discussions properly led B&N to the areas of concern with its proposal--that is, (1) demonstrating how its prior experience in infrastructure would correlate to ship or maritime experience or provide any insight into how such infrastructure experience is of value, or would translate to an effort that solely focuses on U.S. Navy and U.S. Coast Guard ships; and (2) demonstrating it possesses knowledge or experience with the Navy-specific process of mixing and application of nonskid (e.g., MIL-PRF-24667). *Id.* at 645-646. Indeed, as the record reflects and the protester acknowledges, "[i]n response to the [a]gency's concerns regarding shipboard preservation methodology and nonskid systems, B&N substantially expanded its discussion of MIL-PRF-24667, Navy nonskid mixing procedures, classroom instruction, waterfront training, quality assurance, environmental controls, and the practical application of Navy coating systems." Comments at 35. In addition, the protester states that its FPR "added detailed discussion concerning Navy-specific coating requirements, instructor qualifications, training methodology, and preservation procedures that had not been included in the original proposal. *Id.*, citing AR, Tab E, B&N FPR at 24-32; Tab G, B&N Discussion Letter at 3-6.

As such, in response to the discussions letter, B&N made a business judgment as to how it would “substantially expand” the information in its FPR to address the agency’s concerns—including with regard to MIL-PRF-24667, Navy nonskid mixing procedures, the practical application of Navy coating systems, Navy-specific coating requirements and preservation procedures that had not been in its initial proposal. Comments at 35. The fact that the evaluators reasonably concluded, as discussed in detail above, that B&N’s FPR did not adequately address the concerns raised during discussions and still warranted deficiencies does not reflect any improper action on behalf of the agency regarding discussions. Rather, the agency’s concerns were the result of the business judgment of the protester in how it opted to revise its proposal. Ultimately, the Navy accurately conveyed to the protester the assessed deficiencies and left it to B&N’s discretion on how to respond. As noted above, an agency is only required to lead an offeror into the areas of its proposal requiring amplification or revision. *Abacus Tech. Corp.; SMS Data Prods. Group, Inc., supra* at 9. Accordingly, we deny B&N’s challenge to the agency’s conduct of discussions.

Interested Party Status

Finally, B&N challenges the agency’s past performance evaluation and argues the agency’s best-value tradeoff analysis was unreasonable. As discussed below, because the agency reasonably found B&N’s proposal ineligible for award due to its material failure to meet the solicitation’s requirements, the protester is not an interested party to bring its other protest allegations.

In order for a protest to be considered by our Office, a protester must be an interested party, that is, an actual or prospective offeror whose direct economic interest would be affected by the award or failure to award a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party where it would not be in line for contract award if its protest were sustained. *BANC3, Inc.*, B-416486, B-416486.2, Sept. 10, 2018, at 9. Here, as discussed above, the agency reasonably determined that the protester’s proposal was unacceptable and ineligible for award because of a material failure of its proposal to meet a government requirement. Since B&N is not eligible for award given the deficiencies assigned to its proposal, B&N would not be in line for award even if we were to sustain its other challenges concerning the reasonableness of the agency’s past performance evaluation or best-value tradeoff decision. Accordingly, the protester is not an interested party to raise these other protest challenges, and we will not consider them. See *Tetra Tech Tesoro, Inc.*, B-403797, Dec. 14, 2010, at 6.

The protest is denied.

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