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Decision

Matter of: Secise, LLC; Don Selvy Enterprises, Inc.

File: B-424214.3; B-424214.4; B-424214.5; B-424214.7

Date: September 9, 2026

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Jennifer Lee, Esq., Marta Rajchel, Esq., and Justin V. Briones, Esq., Department of the Navy, for the agency.

Heather Weiner, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of technical proposals and tradeoff decision is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest that the agency improperly assessed the awardee's past performance confidence as substantial is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 3. Protest alleging that the agency improperly allowed the awardee to lower its proposed cost during discussions is denied where the protester has not demonstrated a reasonable possibility of competitive prejudice.
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DECISION

Secise, LLC, a small business of Bel Air, Maryland, and Don Selvy Enterprises, Inc., also a small business of Bel Air, Maryland,¹ protest the issuance of a task order to Elzly

¹ Secise is a mentor-protégé joint venture of Don Selvy and Precise Systems, Inc. Protest at 1 n.1. The Navy issued the solicitation seeking proposals from holders of the Navy's SeaPort Next Generation (SeaPort NxG) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract. Contracting Officer's Statement (COS) at 2. As

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Technology Corporation, a small business 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. Secise argues that the Navy unreasonably evaluated its proposal under the technical and past performance factors, engaged in improper discussions, and made an unreasonable best-value tradeoff determination.

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 NxG IDIQ contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Agency Report (AR), Exh. B, RFP at 20, 24, 30-31, 79; COS at 2.² The solicitation seeks an offeror to provide corrosion control assistance, training, and technical support to U.S. Navy vessels at various locations. RFP at 30-31. 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 79; COS at 2; AR, Exh. L, Source Selection Decision Document (SSDD) at 673.

The solicitation provides for award on a best-value tradeoff basis considering the following evaluation factors: technical; past performance; and cost. RFP at 89-90. Relevant here, in evaluating the technical factor, the agency considered the following three elements: technical approach; management approach; and personnel approach. *Id.* at 90. The solicitation also provided for the evaluation of contract documentation on a pass/fail basis. *Id.* at 93-94. The technical factor was considered more important than the past performance factor, and these two factors combined were

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permitted by the SeaPort NxG contract, Secise submitted a proposal in response to the solicitation in its name through the SeaPort NxG contract of its managing member, Don Selvy. Protest at 1 n.1. Under this arrangement, the SeaPort NxG contract holder--in this case, Don Selvy--remains the authorized and binding authority for a task order issued under the SeaPort NxG contract, even though the proposal was submitted by the joint venture, Secise. *Id.* Due to the unusual nature of this arrangement and in an abundance of caution, both Secise and Don Selvy filed identical protests challenging the issuance of the task order to Elzly. *Id.* These protests have been consolidated by our Office. For purposes of this decision, we refer to the offeror and the protester as Secise.

² The solicitation was amended 3 times and citations to the RFP are to the version provided as exhibit B, unless otherwise noted. COS at 3-4. Citations to the record use the Adobe PDF pagination of the documents produced.

significantly more important than cost, with the importance of cost increasing as the proposals became more equal under the non-cost factors. *Id.* at 90.

As relevant to this protest, with regard to past performance, the solicitation instructed offerors to submit three past performance references for the prime contractor reflecting recent experience performed within the last five years of the solicitation release date, and one additional past performance reference for each subcontractor proposed to perform more than 20 percent of the total labor hours, if available. RFP at 84. The solicitation provided that the agency would evaluate the offerors' past performance references for recency, relevancy, and quality of performance. RFP at 91.

The Navy received timely proposals from five offerors, including Secise³ and Elzly. AR, Exh. O, Post-Negotiation Business Clearance Memorandum (BCM) at 690. 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 Secise on January 8, 2026. COS at 3.

On January 20 and January 23, another offeror 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 Secise and Elzly, and opened discussions with these three offerors. AR, Exh. O, Post-Negotiation BCM at 691. Discussion letters were sent 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 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

³ As noted above, Secise is a mentor-protégé joint venture of Don Selvy and Precise Systems, Inc. Protest at 1 n.1. Precise Systems is the incumbent contractor for the requirement. COS at 4.

the enclosures . . . , inclusive of any aspect of the proposal impacted by such changes.” AR, Exh. N, Secise Discussions Letter at 671; COS at 8. All three offerors submitted timely FPRs; Secise revised its technical proposal, but made only minor changes to its cost proposal, while Elzly and the third offeror revised their technical and cost proposals and both of them made more substantive revisions to their cost proposals than Secise. *Id.* at 692.

After evaluating the FPRs, the Navy assigned Secise’s and Elzly’s proposals the following ratings:⁴

	SECISE	ELZLY
Technical Approach	Good	Good
Past Performance	Substantial Confidence	Substantial Confidence
Total Evaluated Cost	\$64,682,454	\$64,197,483

AR, Exh. L, SSDD at 692-693, 718-719.

As noted above, the solicitation provided that award would be made using a best-value tradeoff between cost and the non-cost factors. RFP at 89-90. In conducting the best-value analysis, the SSA reviewed the SSEB’s findings for all the offerors’ FPRs for the technical approach and past performance factors, as well as the contract specialist’s cost analysis and selected Elzly’s proposal as the best value to the government. AR, Exh. L, SSDD at 647-648; COS at 5. In this connection, the SSEB identified three significant strengths, seven strengths, one weakness, one significant weakness (relating to the deputy team lead position), and zero deficiencies in Elzly’s FPR, resulting in an overall technical approach factor rating of Good. AR, Exh. J, Tech. Approach Evaluation at 601; Exh. O, Post-Negotiation BCM at 695. With regard to past performance, Elzly received a rating of substantial confidence. *Id.*; AR, Exh. I, Past Performance Evaluation at 583-589. Similarly, the SSEB identified four significant strengths, five strengths, zero weaknesses, one significant weakness (relating to the deputy team lead position), and zero deficiencies in Secise’s FPR, resulting in an overall technical approach factor rating of Good. AR, Exh. O, Post-Negotiation BCM at 695-696. Secise’s past performance also received a rating of substantial confidence. *Id.* at 697.

Both Elzly and Secise received the same significant weakness under the personnel approach element of the technical factor for proposing the same individual for the

⁴ The agency evaluated proposals under the non-cost factors as: outstanding, good, acceptable, marginal, or unacceptable. RFP at 91. The agency evaluated past performance confidence as: substantial, satisfactory, neutral, limited, or no. *Id.* at 91-92.

deputy team lead key personnel position, who the SSA learned was retiring and would not be available to work on the contract. COS at 9. The significant weakness for both offerors related to the “risk associated with securing a key personnel replacement for [the individual] in the relatively short time (less than two months) between contract award and the anticipated start date.” *Id.* The SSA explains that because both offerors received the same significant weakness for the same proposed key person and because it was the only significant weakness received by both offerors, “the significant weaknesses for Secise and Elzly were not considered [] when making the award decision and did not impact the award decision.” *Id.* at 9-10. After analyzing the strengths, significant strengths, weakness, and significant weaknesses, as well as the offerors’ past performance, the SSA concluded that the two proposals were essentially the same with no real distinguishing features between the two. AR, Exh. O, Post-Negotiation BCM at 692-697, 720-721. The SSA concluded that Elzly, with the lowest-cost proposal, represented the best value to the government. AR, Exh. O, Post-Negotiation BCM at 719; Exh. L, SSDD at 647-648.

On May 22, the Navy notified Secise that the task order had been issued to Elzly. AR, Exh. T, Notice of Award; COS at 4. After requesting and receiving a debriefing from the Navy on May 27, Secise filed this protest with our Office.⁵ Protest, exh. C, Debriefing Letter.

DISCUSSION

The protester raises numerous arguments challenging the agency’s evaluation of the offerors’ proposals under the technical and past performance factors. For example, the protester challenges the significant weakness assessed to its proposal under the personnel approach element of the technical factor. With regard to the awardee, the protester asserts that the agency improperly assessed Elzly’s past performance confidence as substantial. The protester also maintains that the agency improperly allowed the awardee to lower its proposed cost during discussions. Finally, the protester maintains that the best-value tradeoff was unreasonable. For the reasons discussed below, we find no basis to sustain the protest.⁶

The evaluation of an offeror’s proposal is a matter within the agency’s discretion. *National Gov’t Servs., Inc.*, B-401063.2 *et al.*, Jan. 30, 2012, at 5. In reviewing protests challenging an agency’s evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the

⁵ 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).

⁶ Although we do not address all of the protester’s arguments in this decision, we have considered all of them and conclude that none provide a basis to sustain the protest.

record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, at 4-5. Agencies must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's evaluation criteria. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, at 7. A protester's disagreement with the agency's judgment in evaluating proposals or in its determination of the relative merit of competing proposals, without more, does not establish that the evaluation was unreasonable. *Veterans Evaluation Servs., Inc. et al.*, B-412940 *et al.*, July 13, 2016, at 8-9.

Technical Factor

Secise challenges the agency's assessment of a significant weakness to its proposal under the personnel approach element of the technical factor based on the retirement of the protester's proposed deputy team lead.⁷

Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *CACI, Inc.-Federal; General Dynamics One Source, LLC*, B-413860.4 *et al.*, Jan. 5, 2018, at 26-27.

Here, even if the agency erred by assigning the challenged significant weakness, the protester cannot reasonably demonstrate that it has suffered any prejudice. As the agency explains and the record reflects, both Secise and Elzly proposed the same individual for the deputy team lead key personnel position and both firms received the

⁷ The protester also argues that the Navy's assessment of a rating of good to the awardee's proposal under the technical factor was unreasonable considering adverse performance information regarding the awardee's proposed subcontractor that, in the protester's view, the Navy should have been aware of. Comments & Supp. Protest at 28-29. We have stated that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on an offeror's past performance because such information is "too close at hand" to ignore or to require the offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. *Strategi Consulting LLC; Signature Consulting Grp., LLC*, B-416867, B-416867.4, Dec. 21, 2018, at 13. We have stated, however, that an agency's obligation to consider information that is "too close at hand" is limited to information concerning past performance rather than information concerning a firm's technical proposal. *Xenith Grp., LLC*, B-420706, July 14, 2022, at 4-5. Accordingly, to the extent the protester maintains that the agency improperly failed to consider allegedly negative past performance information regarding the awardee's proposed subcontractor, the agency had no requirement to consider any such information as part of its technical evaluation of the awardee's proposal. As such, we find this argument provides no basis to sustain the protest.

same significant weakness stemming from the fact the individual was retiring and would not be able to work on the contract for either firm.⁸ COS at 9. The agency explains that this individual announced he was retiring on March 31, 2026, which was after the FPR submission due date but before contract award. *Id.* The agency assigned a significant weakness to both offerors' proposals because it recognized the risk of unsuccessful contract performance if the offerors were unable to replace the retiring individual in the short time between contract award and the start of contract performance. *Id.* Therefore, if the protester's significant weakness should be removed, the identical weakness for the awardee should be removed as well because it is based on the unavailability of the same individual, and the protester's competitive position would remain unchanged.⁹

As the contracting officer explains in response to the protest, the identical significant weaknesses of the protester and awardee were not discriminating factors in making the award decision and thus were not considered in the award decision. COS at 9-10. Accordingly, even if the agency erred in assigning the significant weakness to the protester's and awardee's proposals, the protester has not shown that, but for this error, its proposal, which was essentially equally rated to Elzly's under both the technical and past performance factors and which had a slightly higher evaluated cost, would have had a substantial chance of receiving the award. See *Vector Planning & Services, Inc.*, B-415005, Nov. 8, 2017, at 9 (finding no basis to conclude that removal of the weakness associated with the protester's key personnel under this factor would give the protester a substantial chance for award, particularly where the record shows that the awardee was also assigned a weakness for its key personnel under the same evaluation factor). We therefore conclude that the protester has failed to demonstrate that it was prejudiced by the agency's assignment of a significant weakness and find no basis to sustain the protest. As such, this protest ground is denied.

Past Performance

The protester alleges that the agency's evaluation of the awardee's past performance was contrary to the solicitation and unreasonable. Protest at 27. The agency responds

⁸ The record reflects that all three offerors received a significant weakness for proposing this individual for the deputy team lead position. COS at 8.

⁹ The protester asserts that the agency should have assessed this significant weakness only to the awardee, and not to Secise, because during performance of the incumbent contract, the agency knew that Secise's joint venture partner replaced the deputy team lead with another qualified person. We, however, find no merit to this argument. The agency is only obligated to evaluate an offeror's proposed technical approach based on the information in the offeror's proposal, not based on the offeror's joint venture partner's performance of the incumbent contract because the agency could not assume that Secise would propose the same individual as a substitute for the position for purposes of the instant contract. This protest ground is denied.

that the record confirms that the agency's evaluation complied with the solicitation terms and was reasonable. Memorandum of Law (MOL) at 9. For the reasons discussed below, we find nothing improper or unreasonable with the agency's past performance evaluation.

The solicitation instructed offerors to submit three past performance references, if available, reflecting recent experience performed within the last five years of the solicitation release date. RFP at 84. The solicitation also instructed offerors to submit one additional past performance reference for each subcontractor proposed to perform more than 20 percent of the total labor hours, if available. *Id.*

The solicitation provided that the agency would evaluate the offerors' past performance references for recency, relevancy, and quality of performance. RFP at 91. The solicitation detailed that the relevancy of past performance references would be assessed for their similarity to the effort as identified in the statement of work (SOW) in terms of scope, complexity, and magnitude. *Id.* The RFP instructed that offerors "shall describe how the past performance references are relevant including details about how it is similar in scope and complexity to this solicitation's SOW." *Id.* at 84. The solicitation also stated that "[p]ast performance references that reflect projects with a similar scope and complexity to efforts described in this solicitation will be considered to have greater importance in the evaluation of this factor." *Id.*

Elzly submitted four past performance references, including three references for Elzly as the prime contractor and one reference for its proposed subcontractor, Tidal. AR, Exh. I, Past Performance Evaluation at 583. Pertinent here, Tidal is a subcontractor for the incumbent effort and was proposed by Elzly to perform the majority of the labor hours for the follow-on effort at issue here. *Id.* The agency found that the three references for Elzly were recent and somewhat relevant. *Id.* at 583-584 (finding reference No. 1 somewhat relevant based on somewhat similar scope, similar complexity, but not similar magnitude); *id.* at 584-585 (finding reference No. 2 somewhat relevant based on similar scope, similar complexity, but not similar magnitude); *id.* at 586-587 (finding reference No. 3 somewhat relevant based on similar scope, similar complexity, but not similar magnitude). The agency found that the reference submitted for Tidal was recent and very relevant. *Id.* at 588-589 (finding reference No. 4 very relevant based on very similar scope, somewhat similar complexity, and somewhat similar magnitude).

For Elzly's references Nos. 2 and 3 and the Tidal reference (reference No. 4), the agency found available Contractor Performance Assessment Reporting System (CPARS) reports¹⁰ that informed the overall rating.¹¹ *Id.* The agency concluded that

¹⁰ In evaluating the quality of past performance, the agency used the most current CPARS reports found on the CPARS website. AR, Exh. I, Past Performance Evaluation at 569.

¹¹ The agency could not find a CPARS report for reference No. 1 submitted for Elzly.
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the CPARS ratings for all three references demonstrated positive performance. *Id.* at 586 (finding the CPARS for reference No. 2 “demonstrates Elzly’s performance to be positive with Satisfactory to Very Good ratings”) *id.* at 587 (finding the CPARS for reference No. 3 “demonstrates Elzly’s performance to be positive with Satisfactory to Very Good ratings”); *id.* at 589 (finding the CPARS for reference No. 4 “demonstrates [the] performance to be positive with Outstanding ratings”). Given these ratings and the fact that the agency “did not find negative quality for any of the above past performance references,” the agency assessed Elzly’s overall past performance as substantial confidence. *Id.* at 589.

The protester argues that the agency’s consideration of the CPARS report for the Tidal reference (reference No. 4) was unreasonable because the report was not for Tidal, but rather, a report for the prime contract performed by another company (to which Tidal was the subcontractor). Comments & Supp. Protest at 33. The protester asserts that “[a]lthough the CPAR noted ‘Tidal Corrosion Contract Effort,’ in the subcontractor-effort description, the record does not identify a separate Tidal quality assessment[.]” *Id.*

In response, the contracting officer explains that Tidal was a subcontractor proposed to perform approximately “[DELETED]% of the labor hours on the incumbent contract” and that “the incumbent contract is associated with a positive CPARS.” COS at 13-14. The contracting officer further states that Elzly proposed Tidal as a subcontractor “to perform about [DELETED]% of the labor hours” for the instant requirement. COS at 13. In addition, the contracting officer explains that the “past performance submission from Tidal under Elzly’s FPR detailed the many successes and accomplishments that were achieved during the performance of the incumbent contract.” *Id.* at 13. The contracting officer states that “[d]ue to Tidal’s proposed performance of a majority of the labor hours on the incumbent contract and under the [instant] solicitation,” as well as a “positive CPARS associated with the incumbent contract” and “the similar nature of the Statement of Work to the incumbent contract,” the agency’s consideration and evaluation of the Tidal reference was reasonable and in accordance with the terms of the solicitation. *Id.* at 14.

Based on our review, we find nothing unreasonable regarding the agency’s evaluation of Elzly’s past performance as substantial confidence. The solicitation provided that the agency would evaluate the offerors’ past performance based on similarity in scope, magnitude, and complexity, and that “[p]ast performance references that reflect projects with a similar scope and complexity to efforts described in this solicitation will be considered to have greater importance in the evaluation of this factor.” RFP at 91. As discussed above, the record reflects that the agency assessed Tidal’s incumbent

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AR, Exh. I, Past Performance Evaluation at 584. In the absence of this information, the agency contacted the listed points of contact on the reference and requested a past performance questionnaire be completed and returned. *Id.* No response was received, and therefore, the agency was not able to assess quality for this reference. *Id.*

reference (reference No. 4) as very relevant based on similarity in scope, magnitude, and complexity and noted that Tidal is the subcontractor performing approximately [DELETED] percent of the work for the current incumbent effort and is proposed to perform the majority of the labor hours for the follow-on effort at issue here. The agency therefore relied on the incumbent contract's positive CPARS, and found no documented Tidal performance issues. AR, Exh. I, Past Performance Evaluation at 583, 588-589; COS at 13-14.

The protester maintains that the agency's consideration of the reference for Tidal's performance on the incumbent contract is unreasonable because the CPARS report for that reference did not differentiate between the contributions of the prime contractor versus those of the subcontractor, Tidal. As the contracting officer explains, the agency's consideration and evaluation of the Tidal reference and CPARS report was reasonable in light of: Tidal's performance of a majority of the labor hours on the incumbent contract and similar proposed performance under the instant solicitation; the similar nature of the statement of work to the incumbent contract; the past performance submission from Tidal in Elzly's FPR that detailed the many successes and accomplishments that were achieved by Tidal during the performance of the incumbent contract; the positive CPARS associated with the incumbent contract; and the absence of any documented Tidal performance issues. AR, Exh. I, Past Performance Evaluation at 583, 588-589; COS at 13-14.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of agency discretion which GAO will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. *Cyber Prot. Techs., LLC*, B-416297.2, B-416297.3, July 30, 2018, at 6. Here, we find nothing unreasonable with the agency's decision to give Tidal credit for the positive CPARS ratings for the incumbent contract even though Tidal was not the prime. Tidal was responsible for performing [DELETED] percent of the work on the incumbent contract, albeit as a subcontractor. Given that Tidal performed such a large percentage of the work, it was not unreasonable for the agency to credit Tidal with the positive performance results under that contract. Accordingly, we find the protester's allegation concerning the agency's evaluation of the awardee's past performance to be without merit, and as such, this protest ground is denied.¹²

¹² The protester also contends that information regarding Tidal's alleged poor performance on the incumbent contract--that the protester asserts was known to one of the members of the SSEB in his role as a technical advisor as a result of a site visit concerning Tidal's employee relations--constitutes information that was "too close at hand" for the contracting officer to ignore during the evaluation of the awardee's past performance. Comments & Supp. Protest at 4; Supp. Comments at 20. As referenced above, we have stated that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on an offeror's past performance because such information is "too close at hand" to ignore or
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Discussions

Secise argues that the Navy improperly and unequally permitted the awardee to revise its cost proposal after the agency opened discussions during corrective action and had limited the scope of changes that offerors could make in response to discussions.¹³ Comments & Supp. Protest at 5-8. Although the protester acknowledges that offerors were permitted to revise their proposals to a limited extent during discussions, Secise asserts that Elzly improperly used the “limited FPR process as an opportunity to lower its price based on a revision to its [DELETED], in violation of the limits the [a]gency put on proposal revisions.” *Id.* at 5. In this regard, the protester maintains that it is “likely that Elzly originally proposed a higher total cost/price than Secise, learned Secise’s cost/price in its debriefing, and then deliberately reduced its proposed cost/price in its FPR to just below Secise’s.” *Id.* at 6.

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to require the offerors to shoulder the inequities that spring from an agency’s failure to obtain and consider the information. *Strategi*, supra. Our Office has generally limited application of this principle to situations where the alleged “close at hand” information relates to contracts for the same services with the same procuring activity, or information personally known to the evaluators. *Exelis Sys. Corp.*, B-407111 *et al.*, Nov. 13, 2012 at 22.

Here, there is no indication in the record of any documented concern regarding the alleged performance issues of Tidal. The protester also does not assert, nor is there any evidence in the record, that the contracting officer was aware of any performance issues by Tidal. See Exh. W, Declaration of Navy Tech. Advisor at 2 (noting that he “did not bring these issues up to the NSWCC Carderock Contracting Officer at the time because it was [his] understanding that such subcontractor employee relations concerns were outside [his] duties as a CCAT program [technical advisor] TA when such concerns were not affecting contract performance of technical requirements.”). In addition, the SSEB member/technical advisor disagrees with the protester’s characterization of Tidal’s employee relations during performance of the incumbent contract as negative. AR, Exh. W, Declaration of Navy Tech. Advisor at 1-2 (“Although the [DELETED] expressed these employee relation matters were a potential detractor from the team performance, my observation was that the teams (as part of the subcontracted effort) were consistently very good at performing the CCAT technical requirements despite the spoken-of internal employee discord.”). Finally, although the technical advisor was a member of the SSEB, there is no indication in the record that he was involved in the evaluation of past performance. See AR, Exh. I, Past Performance Evaluation at 568. For these reasons, we find no merit to the protester’s arguments regarding the agency’s failure to consider this alleged information concerning Tidal’s employee relations during performance of the incumbent contract.

¹³ As noted above, 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, Exh. N, Secise Discussions Letter at 671; COS at 8.

The agency responds that the protester is incorrect that Elzly's initial proposed cost was higher than Secise's. As such, the agency asserts that the protester has failed to establish any competitive harm due to the revision of Elzly's proposed cost because the cost proposed by the awardee in its initial proposal submitted on June 24, 2025, was also lower than Secise's proposed cost. Supp. MOL at 7; *compare* Exh. V, Initial BCM (dated Jan. 7, 2026) at 42-43 (showing Elzly's initial proposed cost as \$[DELETED] compared to Secise's proposed cost of \$64,682,454), *with* AR, Exh. O, Post-Negotiation BCM at 718 (showing the proposed cost in Elzly's FPR as \$64,197,483 compared to Secise's proposed cost of \$64,682,454).

As referenced above, competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *CACI, Inc.-Federal; General Dynamics One Source, supra*.

Here, even if the agency should have rejected Elzly's revisions to its proposed cost, Secise has not demonstrated that, but for this error, its proposal, which was rated essentially equal to Elzly's proposal regarding the technical and past performance factors would have had a substantial chance of receiving the award since Elzly's proposed costs, even without the minor [DELETED] cost reductions, were lower than Secise's proposed costs.¹⁴ Accordingly, we conclude that the protester has failed to demonstrate that it was prejudiced by awardee's allegedly improper revision to its proposed cost during discussions. As such, this protest ground is denied.

Best-Value Tradeoff

Finally, Secise alleges that the agency's source selection was based on an improper best-value tradeoff because, in Secise's view, the agency's determination that Secise and Elzly's proposals were technically equal was unreasonable and undocumented. Comments & Supp. Protest at 2-4. We disagree, and address the protester's arguments below.

In a negotiated procurement with a best-value evaluation plan and basis for award, where selection officials reasonably regard proposals as being essentially equal technically, cost properly may become the determining factor in making award, and it is not necessary to perform a cost/technical tradeoff. See *SRA Int'l, Inc.; Vistronix, LLC*, B-413000.1, B-413000.2, July 25, 2016, at 11-12.

Here, although Secise complains that the agency did not consider or compare the qualitative differences between the proposals, the record reflects that the contracting

¹⁴ Although Secise challenges the agency's finding that the proposals were essentially equal and therefore Elzly's proposal was the best value based on its lower cost, as discussed below, we reject this challenge.

officer, who also served as the source selection authority for this procurement, reviewed the underlying evaluation results, considered the qualitative value of the offerors' FPRs, reasonably found them to be technically equal, and properly used total evaluated cost as the determining factor in making the award. AR, Exh. I, Past Performance Evaluation at 577-589; Exh. J, Tech. Approach Evaluation at 601-615; Exh. O, Post-Negotiation BCM at 692-696, 718-719; Exh. L, SSDD at 647-648.

For example, the record reflects that the source selection evaluation board (SSEB) identified three significant strengths, seven strengths, one weakness, one significant weakness (relating to the deputy team lead position), and zero deficiencies in Elzly's FPR, resulting in an overall technical approach factor rating of Good. AR, Exh. J, Tech. Approach Evaluation at 601; Exh. O, Post-Negotiation Memorandum at 695. The SSEB found that the significant strengths and strengths outweigh the weakness and significant weakness. *Id.* In this regard, Elzly's significant strengths include: (1) proposing a detailed and robust transition plan that exceeds minimum requirements; (2) its proposed operations manager, who has over [DELETED] years of experience, and (3) proposing team leads and deputy team leads who significantly exceed the required experience. AR, Exh. J, Tech. Approach Evaluation at 608, 611- 613. Elzly's identified strengths include: (1) its experience with maintaining [DELETED] tools, which indicates a high level of knowledge and familiarity; (2) proposed approach to CCAT [DELETED], which demonstrates that Elzly possesses an exceptional understanding of the CCAT program; (3) approach for developing a [DELETED] for CCAT [DELETED] requirements, which exceeds the requirements; (4) its proposed approach to [DELETED] of new personnel and [DELETED], which exceeds the government's requirement; (5) proposing a [DELETED]-day start-up plan that exceeds the RFP's minimum requirements; (6) proposed senior program manager, who exceeds the certification requirements; and (7) proposing team leads and deputy team leads who exceed the required certification requirements. *Id.* at 609-615. With regard to past performance, Elzly received a rating of substantial confidence.¹⁵ *Id.*; AR, Exh. I, Past Performance Evaluation at 583-589.

As for Secise, the SSEB identified four significant strengths, five strengths, zero weaknesses, one significant weakness (relating to the deputy team lead position), and zero deficiencies in Secise's FPR, resulting in an overall technical approach factor rating of Good. AR, Exh. O, Post-Negotiation BCM at 695-696. In this regard, the SSEB notes that Elzly's significant strengths include: (1) proposing a [DELETED]-day start-up plan that exceeds the RFP's minimum requirements; (2) its proposed operations manager, who has over [DELETED] years of experience; (3) proposing team leads and deputy team leads who significantly exceed the required experience; and (4) proposing a staffing plan that [DELETED]. AR, Exh. J, Tech. Approach Evaluation at 602, 603, 604-605, 606. Secise's strengths include: (1) development of a unique [DELETED]; (2) use of [DELETED] modes of [DELETED]; (3) exhibiting a comprehensive understanding of [DELETED]; (4) proposing a senior program manager

¹⁵ As discussed above, we find that the agency reasonably rated Elzly's proposal as substantial confidence under the past performance factor.

who exceeds the required certification requirements; and (5) proposing numerous team leads who exceed the required certification requirements. *Id.* at 601-606. Secise's past performance also received a rating of substantial confidence. AR, Exh. O, Post-Negotiation BCM at 697.

As detailed above, the record reflects that many of the significant strengths, strengths, and even the significant weaknesses assessed to Secise's and Elzly's proposals were the same. As relevant here, the SSDD explained that the "task order (TO) resulting from this solicitation shall provide 649,850 Level of Effort (LOE) hours of corrosion control Subject Matter Experts (SMEs), technical assistance, training, surface preparation/preservation, tool and consumable issue, and new technology introduction in the execution of providing support and assistance to ships force (SF) for corrosion control, and preservation efforts onboard U.S. Navy and Coast Guard vessels." AR, Exh. L, SSDD at 643. As the contracting officer explains in response to the protest, "[o]f the 69 personnel positions in the solicitation, Elzly and Secise proposed 51 of the same employees and 13 out of 15 of the same employees for key personnel positions." COS at 10. The contracting officer states that it is his understanding that the "CCAT employees of Secise or Elzly may not be prohibited by either company from accepting employment at the other company should such company receive award of a follow-on contract"--that is, the "mere fact that certain personnel were on staff with the incumbent contractor does not mean that Elzly could not secure them on its staff by the contract performance start date." *Id.* In this regard, the contracting officer (who was also the SSA) explains that "[t]he transient movement of support contractors shifting from company to company is common practice and poses low risk of unsuccessful contract performance in this instance." *Id.*

Ultimately, considering the similar nature of the approaches proposed by Secise and Elzly, including the many personnel and key personnel proposed that were identical, and the similarity of the significant strengths, strengths, weakness, and significant weaknesses, as well as both offerors receiving past performance confidence ratings of substantial without any significant differentiating factors, the SSA determined that Elzly's proposal represented the best value to the government because it was the lowest-cost offer. *Id.* Since no tradeoff was required, the agency's decision to make low cost the deciding factor was fully consistent with the solicitation, and we see no basis to conclude that the agency's source selection decision was improper.

The protest is denied.

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