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Comptroller General
of the United States

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Decision

Matter of: HII Mission Technologies Corporation

File: B-424692

Date: November 5, 2026

Kenneth B. Weckstein, Esq., and Shlomo D. Katz, Esq., Brown Rudnick LLP, for the protester.
Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., and Jeffrey M. Lowry, Esq., Vedder Price P.C., for Amentum Services, Inc., the intervenor.
Corinne M. Foley Petersen, Esq., and James S. Yu, 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 that the agency's cost realism analysis unreasonably relied on Salary.com market survey data is denied where the protester's proposal did not provide adequate detail to support its rates and the agency reasonably relied on other data sources to support its cost adjustments.

2. Protest challenging the agency's evaluation of the protester's technical proposal is denied where the evaluation was reasonable and consistent with the terms of the solicitation.

3. Protest alleging that the agency improperly failed to consider information that was "too close at hand" during its past performance evaluation is denied where the protester has not demonstrated a reasonable possibility of competitive prejudice.

DECISION

HII Mission Technologies Corporation (HII MTC), of McLean, Virginia, protests the issuance of a task order to Amentum Services, Inc., of Chantilly, Virginia, under request for proposals (RFP) No. N6426725R3006, issued by the Department of the Navy, Naval Sea Systems Command, Naval Surface Warfare Center, Corona Division (Corona Division), for operations and maintenance services. HII MTC argues that the Navy unreasonably evaluated its proposal under the technical and past performance factors and failed to conduct a proper cost realism analysis.

We deny the protest.

BACKGROUND

On October 20, 2025, the Navy issued the solicitation, referred to as the Navy Integrated Training Environment (NITE II),[1] 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.[2] Agency Report (AR), Encl. 2, RFP at 2; COS at 2.[3] The solicitation seeks a contractor to provide operations and maintenance (O&M) services in support of the fleet's live, virtual, constructive (LVC) training initiative for the Corona Division. RFP at 8; COS at 1; MOL at 2. These services include task order management; training event operations; asset and range area maintenance; and range systems and support equipment maintenance program. RFP at 8. The RFP contemplates the issuance of a cost-plus-fixed-fee, level-of-effort task order for a 1-year base period and four 1-year option periods. RFP at 2; COS at 2.

The solicitation provided for award on a best-value tradeoff basis considering the following evaluation factors: technical; past performance; and cost. RFP at 74. Relevant here, in evaluating the technical factor, the agency considered the following three elements: technical approach; management approach; and personnel approach. *Id*. 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.*

The solicitation provided for the evaluation of proposals under the technical factor as: outstanding, good, acceptable, marginal, or unacceptable. RFP at 75. As relevant here, under the personnel approach element of the technical factor, the solicitation instructed offerors to provide a staffing plan and a resume for each of the individuals proposed as key personnel. RFP at 67-68. The solicitation provided that the agency would evaluate "the extent to which the staffing plan addresses the labor hours

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[1] The NITE II task order is a follow-on requirement; HII MTC provided these services under task order N6426720F3001 (NITE I). Contracting Officer's Statement (COS) at 1; Memorandum of Law (MOL) at 2.

[2] Although the procurement at issue here was a task order competition under a multiple-award IDIQ contract, the agency issued the solicitation as an RFP, rather than as a request for quotations, and refers to the submission of proposals from offerors instead of quotations from vendors. For consistency and ease of reference to the record, we do the same.

[3] The solicitation was amended 5 times, and citations to the RFP are to the version provided as enclosure 2, unless otherwise noted. COS at 1 n.1. Citations to the record use the Adobe PDF pagination of the documents produced.

identified in [the solicitation] and proposed personnel are able to perform all aspects of the [statement of work (SOW)]," as well as "the extent to which the proposal demonstrates a staffing plan and key personnel that are qualified, experienced, and suitable for performing the requirements." *Id.* at 75.

With regard to past performance, the solicitation provided that the agency would evaluate the offerors' past performance references for recency, relevancy, and quality of performance, and would assign an overall performance confidence assessment rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 75-77

As for the cost evaluation, the solicitation provided that the agency would perform a cost realism analysis to evaluate the offerors' proposed cost elements to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the technical proposal. RFP at 77. Based on its evaluation, the agency would make adjustments to the proposed costs and develop a total evaluated cost for each offeror that would be used in the tradeoff selection process. *Id.*

The Navy received timely proposals from five offerors, including HII MTC and Amentum. COS at 8; AR, Encl. 8, Debriefing at 6. After evaluating proposals, the source selection authority (SSA) assigned HII MTC's and Amentum's proposals the following ratings:

	HII MTC	AMENTUM
Technical	Good	Outstanding
Past Performance	Satisfactory Confidence	Substantial Confidence
Total Proposed Cost	$679,709,811	$707,945,501
Total Evaluated Cost	$836,071,898	$823,307,623

AR, Encl. 18, Source Selection Decision Document (SSDD) at 5.

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 74. In conducting the best-value analysis, the SSA reviewed the source selection evaluation board's (SSEB) findings and cost evaluation team's (CET) cost analysis for the offerors' proposals. AR, Encl. 18, SSDD at 1. In this connection, the SSEB identified three strengths in Amentum's proposal, resulting in an overall technical approach factor rating of outstanding. *Id.* at 3, 5. With regard to past performance, Amentum received a rating of substantial confidence. Id. at 5. Similarly, the SSEB identified two strengths in HII MTC's proposal, resulting in an overall technical approach factor rating of Good. *Id.* at 3, 5. HII MTC's past performance received a rating of satisfactory confidence. Id. at 5. The source selection authority found that "[n]o cost-technical tradeoff is required between these two offerors" because "Amentum offers a technically superior solution, provides higher performance confidence, and costs less," and therefore, "represents a clear and unambiguous better value over HII MTC." *Id.* at 6.

On July 15, 2026, the Navy notified HII MTC that the task order had been issued to Amentum in the amount of 707,945,501. AR, Encl. 8, Debriefing at 6. After requesting and receiving a debriefing from the Navy on July 24, 2026, HII MTC filed this protest with our Office.[4] AR, Encl. 8, Debriefing Letter.

DISCUSSION

The protester raises three primary arguments: (1) the agency unreasonably used Salary.com market survey data to make upward adjustments to the protester's cost proposal; (2) the agency unreasonably failed to credit the protester's technical proposal with additional strengths; and (3) during the past performance evaluation, the agency improperly failed to consider information about HII MTC's performance of the incumbent contract that was "too close at hand." For the reasons discussed below, we find no basis to sustain the protest.[5]

In reviewing protests of awards in task order competitions, we do not reevaluate proposals or quotations but examine the record to determine whether the evaluations and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, at 7. A protester's disagreement with the agency's judgment regarding the evaluation of proposals or quotations, without more, does not establish that the agency acted unreasonably. *Imagine One Tech.* & Mgmt, *Ltd.*, B-412860.4, B-412860.5, Dec. 9, 2016, at 4-5.

Cost Realism

HII challenges the Navy's evaluation of the realism of its proposed costs. Specifically, HII asserts that the agency unreasonably relied on Salary.com market survey data instead of HII's pricing data in analyzing the realism of HII MTC's proposed direct labor rates for its to be determined (TBD) positions. The protester also challenges the Navy's use of the 50th percentile in Salary.com rather than the [DELETED] percentile. In addition, the protester contends that the Navy unreasonably rejected HII MTC's approach to geographic adjustments.[6] For the reasons discussed below, we conclude

[4] The value of the task order is $707 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).

[5] 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.

[6] In its protest, HII MTC also challenged the agency's cost realism analysis with regard to labor lapse, direct labor rate for contingent hires, and productive hour decrements. *See* Protest at 17-20, 25-26. HII MTC withdrew these protests allegations. Comments at 6 n.4. The protester also withdrew these same arguments as they pertain to HII MTC's subcontractors. *Id.*

that the agency's evaluation and cost adjustments were reasonable and therefore find no basis to sustain the protest.

When an agency evaluates proposals for award of a cost-reimbursement task order it must perform a cost realism analysis to determine the extent to which an offeror's proposed costs are realistic for the work to be performed. FAR 15.305(a)(1), 15.404-1(d); *Tridentis, LLC*, B-410202.2, B-410202.3, Feb. 24, 2015, at 7. An agency's realism analysis need not achieve scientific certainty, however, but must provide a reasonable measure of confidence that the costs proposed are realistic based on information reasonably available to the agency at the time of its evaluation. *ORBIS Sibro, Inc.*, B-421626.5 *et al.*, Dec. 12, 2023, at 8. An agency is not required to conduct an in-depth cost analysis, or to verify each and every item in assessing cost realism. FAR 15.404-1(d)(1); *In re Systems & Proposal Eng'g Co.*, B-421494, June 7, 2023, at 7. Rather, the evaluation requires the exercise of informed judgment by the contracting agency, and agencies are given broad discretion to make cost realism evaluations. *CACI, Inc.--Fed.*, B-421626.6, B-421626.9, Dec. 13, 2023, at 13. Consequently, our review of an agency's cost realism evaluation is limited to determining whether the cost analysis is reasonably based and not arbitrary. *Id.*

Relevant here, the solicitation provided that the agency would "perform a cost realism analysis of the cost proposal" and would "evaluate the proposed cost elements to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the technical proposal." RFP at 77. The solicitation also established that the agency would make upward adjustments to any costs considered unrealistically low. *Id.* In addition, it reserved the agency's right to "use information other than the information provided in the cost proposal in order to perform cost realism analysis and develop the total evaluated cost," and specified that this "may include, but not limited to, information from [Defense Contract Management Agency] or Defense Contract Audit Agency, independent government cost estimates, salary databases or websites, invoices, aggregated cost data, historical data, etc." *Id.*

To facilitate the cost evaluation, the solicitation provided a level-of-effort (LOE) matrix (attachment 11 to the RFP) that identified a specific labor mix and level-of-effort for the requirement, and called for a total mandatory LOE of 9,477,975 hours. AR, Encl. 5, LOE Matrix; AR, Encl. 9, Cost Analyst Decl. at 3. The solicitation also required offerors and their subcontractors to submit cost spreadsheets in the format prescribed by the RFP, as well as "a cost proposal narrative that fully substantiates the reasonableness and realism of the proposed costs." RFP at 69. The RFP cautioned that "[p]roviding insufficient information to substantiate the reasonableness and realism of the proposed costs may result in the identification of a risk, an upward cost adjustment, and/or in the offer no longer being considered eligible for award." *Id.*

Specific to labor rates, the solicitation instructed that "[o]fferor and cost reimbursement subcontractors shall describe the basis of estimate for each direct labor rate proposed and provide substantiating information that fully corroborates each direct labor rate proposed." *Id.* In addition, the "basis of estimate must state the current geographical

location of the personnel associated with each direct labor rate at the time of proposal submission." *Id.* The RFP also noted that the "Government reserves the right, at its discretion, to adjust direct labor rates upward in its cost realism evaluation to reflect prevailing rates in the performance location, regardless of personnel's intent to relocate, telework, or [other circumstances]." *Id.*

For any position without a candidate--*i.e.*, TBD positions--the RFP instructed offerors that "[if] a comparable position with available payroll data exists, provide that data," but "[if] no comparable position exists, provide alternative cost data and a detailed basis of estimate that supports the proposed cost estimate for the position." *Id.*

In its cost proposal narrative, HII MTC explains that its "standard estimating procedures" allowed for the HII common job code system (CJCS) to serve as the basis of its proposed direct labor rates. AR, Encl. 11, HII MTC Cost Proposal Narrative at 25. Specifically, HII MTC's proposal explains that the "HII CJCS provides a standardized methodology for job titling, coding, and leveling across HII MTC" and that "[t]hese standardized job titles, codes, levels, and descriptions ensure that jobs are properly matched to market data, and they provide transparency to job requirements across HII MTC divisions and job functions." *Id.* The protester's proposal also notes that the "salary data is compiled from multiple nationally recognized salary surveys, such as [DELETED], and federal, state, and local wage scales."[7] *Id.*

Specific to TBD positions, HII MTC's cost narrative provides that it "proposes the [DELETED] percentile of the salary ranges from the CJCS database and are applying a geographic adjustment for each performance location identified in Attachment 11, [level of effort] LOE Matrix" and that "[e]xhibit 4.3.3-2 provides a mapping from solicitation location to the location used as the basis for the geographic adjustment." *Id.*

Also relevant here, the record describes the methodology used by the agency for the evaluation of TBD candidate labor rates. Specifically, the agency compared the offerors' proposed labor rates for TBD candidates to available market data from Salary.com. AR, Encl. 7, Cost Realism Report at 4. The evaluators explained that "[b]ased on technical subject matter expertise, the 50th percentile hourly rates were determined to be the closest match to the labor mix required to support this effort, except for the Site Lead labor category." *Id.* For the site lead labor category, the evaluators noted that the "labor mix called for both a Site Manager and a Site Lead depending on the location." *Id.* As such, "Site Leads were estimated to be within the

[7] Specifically, HII MTC's cost narrative explains that the "compensation team compiles data from these surveys and completes regular benchmarking exercises to update and establish market rates for the company" and that the "[m]arket rates set by HII MTC are determined by evaluating the data obtained from the surveys, taking into consideration current workforce trends, changes in the marketplace, economic conditions within the industry, and business considerations." *Id.*

25th percentile, while a Site Manager was estimated to be within the 50th percentile of the Salary.com labor category." *Id.*

With regard to geographical adjustment, the evaluators found that "HII applied a 'Geographical Adjustment' factor ranging from [DELETED]" to its TBD labor rates and that the cost evaluation team (CET) "reviewed HII's cost narrative and considered the justification provided." AR, Encl. 7, Cost Realism Report at 36. The CET concluded that the "application of a geographical adjustment factor to artificially lower the direct labor rates of . . . TBD personnel is rejected for cost realism purposes" because "applying a blanket geographic discount to TBD positions fails to account for the premium national market rates commanded by specialized, cleared personnel." *Id.* As such, the CET explained that the "Government evaluated cost has been adjusted upward to remove the unsupported geographical adjustment factor, establishing a realistic estimate of the effort required." *Id.*

As the cost analyst further explains in response to the protest, "[t]he geographical adjustments applied to TBD positions, proposed by HII MTC, were calculated and applied to direct labor rates derived from its own proprietary internal system (CJCS), a system to which the Agency does not have access." AR, Encl. 9, Cost Analyst Decl. at 6. The cost analyst states that "[i]n contrast, the market rates utilized by the CET for analysis purposes were obtained directly from Salary.com and already explicitly took the specific geographic performance locations into consideration." *Id.* The cost analyst explains that, "[b]ecause the CET's baseline market rates were already localized to the contract's performance sites, accepting HII MTC's additional downward geographical adjustments (which went as low as [DELETED]%) would have resulted in a compounding 'double discount' on these labor rates," which "would have artificially depressed the salaries of TBD personnel far below realistic local market rates." *Id.* at 6-7.

Based on our review, we find nothing unreasonable regarding the agency's cost realism evaluation. HII MTC argues that the Navy's adjustment of HII MTC's proposed TBD rates was unreasonably based on information in Salary.com. Specifically, the protester asserts that there is no indication that the "database ([S]alary.com) is a more reliable source" than the HII CJCS that relies on "[DELETED] public data sources from which CJCS draws information" and "that HII MTC used in its proposal and uses to staff contracts every day." Comments at 15. As the agency explains in response to the protest, however, the agency does not have access to HII MTC's internal common job code system (CJCS) including its standard methodology for job titling, coding, and leveling. MOL at 9; AR, Encl. 9, Cost Analyst Decl. at 6. As such, the agency asserts that it was reasonable for the agency to rely on verifiable Salary.com labor categories and rates as the basis of its cost realism evaluation. MOL at 9. We agree.

The solicitation informed offerors that, in evaluating cost proposals, the agency "reserves the right to use information other than the information provided in the cost proposal in order to perform a cost realism analysis and develop the total evaluated cost" and that "[t]his may include, but not limited to, information from . . . salary databases or websites[.]" RFP at 77. The record reflects that "[p]roposed labor rates

for exempt unnamed or 'TBD' candidates were compared to available market data from Salary.com." AR, Encl. 7, Cost Realism Report at 4. In response to the protest, the cost analyst explains that "[w]here the labor category titles required by the RFP did not exactly match the labor categories available in Salary.com, [she] reviewed the detailed Salary.com labor category descriptions against the RFP requirements to identify the best/closest matching labor category."[8] AR, Encl. A, Supp. Cost Analyst Decl. at 2. The cost analyst notes that then "[i]n coordination with the [technical point of contact] TPOC and the CET Chairperson, the Salary.com labor categories determined to be the best/closest match were documented in the Cost Realism Report Attachment 1 and subsequently used for cost realism purposes." *Id.* at 2-3. Indeed, attachment 1 to the cost realism report lists the RFP labor category, Salary.com labor category, location, percentages and escalated rates. AR, Encl. 10. Cost Realism Report, Attach. 1 at 6. On this record, we find that the agency reasonably relied on the information in Salary.com to conduct its cost realism analysis given the greater insight to the rates that the Salary.com data afforded the agency as compared to the CJCS rates used by the protester.

The protester also contends that the Navy's use of the 50th percentile in Salary.com over the [DELETED] percentile used by HII MTC was arbitrary when "the RFP gave offerors the right to fill TBD positions with employees who meet the minimum requirements in [the] RFP." Comments at 8. The protester notes that HII MTC's proposal advised that HII MTC used the [DELETED] percentile of the salary ranges from the CJCS database for its TBD positions and asserts that that should have been sufficient for the agency to conclude that its TBD labor rates were realistic. *Id.*

As the record reflects, however, the agency determined, based on technical subject matter expertise, that the 50th percentile hourly rates were determined to be the closest match to the labor mix required to support this effort, except for the Site Lead labor category. AR, Encl. 7, Cost Realism Report at 4. In response to the protest, the cost analyst further explains that, "[u]nder this methodology, proposed rates for TBD exempt candidates were compared to objective market data from Salary.com." AR, Encl. 9, Cost Analyst Decl. at 4-5. The cost analyst notes that "[t]he Salary.com labor categories and percentile were chosen in consultation with the technical point of

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[8] For example, the cost analyst notes that the site manager and site lead labor categories did not have exact matches in Salary.com. AR, Encl. A, Supp. Cost Analyst Decl. at 3. HII takes exception to the Navy mapping both the site lead and the site manager to the Salary.com position site general manager. Comments at 6-7. HII asserts that this was unreasonable because the site manager has higher minimum degree and experience requirements than the site lead. *Id.* The record reflects, however, that the Navy took this into account by adjusting rates by using the 25th percentile of the Salary.com position (site general manager) for site lead positions, and using the 50th percentile for site manager positions to reflect the differences in education and experience requirements. *Id.*; AR, Encl. 7, Cost Realism Report at 4. We find nothing unreasonable regarding the agency's evaluation in this regard.

contract, as the best match and pay level to meet the Government's needs within the requirement" and that "the 50th percentile establishes a realistic baseline as it represents the middle of the market." *Id.* at 5. Specific to the protester's assertion that the agency should have used the [DELETED] percentile rather than the 50th percentile for its analysis, the cost analyst explains that using the [DELETED] percentile was "technically impossible, as a [DELETED] percentile metric does not exist within the Salary.com database." *Id.*

As referenced above, an agency's realism analysis need not achieve scientific certainty, but must provide a reasonable measure of confidence that the costs proposed are realistic based on information reasonably available to the agency at the time of its evaluation. *ORBIS Sibro, Inc.*, *supra*. Here, the solicitation provided for the Navy's use of information other than that provided in the cost proposals in performing the cost realism analysis, including information from salary databases or websites, and the record reflects that the Navy compared HII's proposed positions and rates against comparable positions and rates in Salary.com data. While HII disagrees with the Navy's use of median salaries for most of the positions instead of the [DELETED]-percentile salary, HII has not demonstrated that the Navy's position is unreasonable. As the record reflects, the Navy does not have direct access to HII's historical data and reasonably determined based upon its technical expertise that the median was the best estimate of actual labor pricing. *See CSI, Inc.; Visual Awareness Techs. & Consulting, Inc.*, B-407332.5 *et al.*, Jan. 12, 2015, at 10-11) (explaining that "an agency may reasonably adjust an offeror's proposed labor rates where the offeror fails to provide adequate detail to support its rates, and where the agency relies on reasonable sources of data to support its adjustments.").

Finally, HII MTC maintains that the agency improperly rejected its approach to geographic adjustments. As the Navy points out, however, the agency reasonably rejected HII's approach to geographic adjustments because those adjustments were already accounted for in the Salary.com data and would have resulted in double counting the geographic adjustment. Ultimately, while HII MTC asserts that the agency should have conducted its cost analysis differently, as noted above, agencies are given broad discretion to make cost realism evaluations. *CACI, Inc.--Fed.*, *supra.* The protester's disagreement with the agency evaluation, without more, is insufficient to demonstrate that the agency's evaluation was unreasonable.[9] This protest ground is denied.

[9] The protester also challenges the same cost adjustments (*i.e.*, using Salary.com information, using 50th percentile instead of [DELETED], and rejecting geographic adjustments) as they were applied to HII MTC's subcontractors' proposed costs. Comments at 6. For the same reasons discussed herein regarding the reasonableness of the adjustments to HII MTC's costs, we find nothing unreasonable regarding the agency's same adjustments to the subcontractors' costs.

Technical Evaluation

HII MTC challenges the agency's technical evaluation, arguing that the Navy failed to assign additional strengths to its proposal under the technical factor.[10] In the protester's view, if the additional strengths were assessed, its proposal would have been rated as outstanding, rather than good. *Id.* Specifically, the protester contends that it should have received at least five additional strengths or significant strengths in various different areas of its proposal for aspects that, in the protester's view, exceeded the solicitation requirements. The Navy asserts that it reasonably evaluated HII MTC's proposal and that the areas the protester identifies were either recognized as strengths by the agency or otherwise do not represent benefits under the solicitation's evaluation criteria. We have reviewed all of the protester's arguments and find that none provide a basis to sustain the protest. We discuss one representative example below.

An agency's judgment of whether to assess unique strengths is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *See Lukos, LLC*, B-416343.2, Aug. 13, 2018, at 8 (finding that agency is not required to assign additional strengths where its evaluation was reasonable). An agency is not required to document all determinations of adequacy or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Allied Tech. Grp., Inc.*, B-412434, B-412434.2, Feb. 10, 2016, at 13.

As noted above, the Navy assigned HII MTC's technical proposal an overall rating of good, based on the assessment of one strength under the technical approach element and one strength under the personnel approach element, with no identified weaknesses under any of the three elements. *See* AR, Encl. 15, SSEB Report at 6-7. HII MTC contends that its proposal should have been assigned a significant strength under the personnel approach element of the technical factor because "all of HII MTC's proposed Key Personnel have qualifications that exceeded the RFP's requirements." Protest at 43. In support of this assertion, the protester points generally to the key personnel resumes in its proposal, as well as to attachment 10 (Personnel Qualifications) of the RFP. *Id.* ("*Compare* Volume I: Technical Approach (Factor 1), Key Personnel Resumes, with RFP, Attachment 10."). Based on this single citation to the two documents, HII MTC asserts that "[t]his aspect of HII MTC's proposal had appreciable merit and exceeded specified capability requirements to the considerable advantage of the Government," such that it merited a significant strength. *Id.*

[10] Specifically, HII MTC contends that its proposal should have received additional strengths and significant strengths for: its numerous innovative approaches; its proven quality control process; its training event support concept of operations; its considerable investment in management/business relations process, tools, and unique characteristics; and its strong approach to key personnel. Protest at 35-43.

The personnel approach element of the technical factor required that offerors provide a staffing plan to include all proposed personnel to perform all aspects of the statement of work (SOW) in accordance with the labor hours identified in the RFP. RFP at 67. It also included a requirement for key personnel, which provided that an offeror "shall provide one resume for each individual proposed to fulfill the positions identified as key personnel" and that "[a]ll key personnel positions shall identify a current employee or contingent hire to fulfil the role." RFP at 67-68. In addition, "[e]ach resume shall demonstrate the key personnel's qualifications to complete the tasking for which person has been proposed to perform." *Id.* The RFP provided that the agency would evaluate "the extent to which the staffing plan addresses the labor hours identified in [the solicitation] and proposed personnel are able to perform all aspects of the [SOW]," as well as "the extent to which the proposal demonstrates a staffing plan and key personnel that are qualified, experienced, and suitable for performing the requirements." *Id.* at 75.

In evaluating HII MTC's proposal under the personnel approach element, the agency assessed the following strength:[11]

> The offeror's personnel approach demonstrates an excellent approach to meeting SOW requirements, as the proposed staffing consists of current, incumbent employees performing in their proposed roles, which demonstrates the ability to perform all aspects of the [SOW] with low risk of disruption of services. The proposal demonstrates the retention of a qualified and experienced workforce with specific knowledge of the requirements of the solicitation, including SOW Sections: 5.1.4 through 5.1.4.3, 5.1.5 through 5.1.5.20, 5.1.8 through 5.1.10.4, 5.2 and 5.3.

AR, Encl. 15, SSEB Report at 7.

As explained by the SSEB chair in response to the protest, the SSEB "assigned the [above] Strength to HII MTC's technical proposal based on HII MTC's entire personnel approach, inclusive of both the proposed staffing plan and key personnel, which demonstrated an excellent approach to meeting the requirements, recognizing that the proposed staffing plan included current, incumbent employees and the proposal demonstrated the retention of a qualified and experience[d] workforce with specific knowledge of the requirements." AR, Encl. 17, Decl. of SSEB Chair at 4. The SSEB chair further states that the SSEB "did not find that HII MTC's proposed key personnel was sufficient to warrant an assignment of a separate Strength or that its proposed overall personnel approach warranted an assignment of a Significant Strength." *Id.*

[11] The solicitation defined a strength as "an aspect of an Offeror's proposal with merit or [that] will exceed specified performance or capability requirements to the advantage of the Government during contract performance." RFP at 73. The RFP defined a significant strength as "an aspect of the Offeror's proposal with appreciable merit or [that] will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance." *Id.*

Based on our review, we find nothing unreasonable regarding the agency's evaluation of a single strength to HII MTC's proposal for its personnel approach. Under the personnel approach element of the technical factor, the solicitation instructed offerors to provide a staffing plan and a resume for each of the individuals proposed as key personnel. RFP at 67-68. The solicitation provided that the agency would evaluate "the extent to which the staffing plan addresses the labor hours identified in [the solicitation] and proposed personnel are able to perform all aspects of the [SOW]," as well as "the extent to which the proposal demonstrates a staffing plan and key personnel that are qualified, experienced, and suitable for performing the requirements." *Id.* at 75.

The record reflects that the Navy assigned a strength to the protester's proposal for the personnel approach element that was inclusive of both HII MTC's staffing plan and key personnel. AR, Encl. 15, SSEB Report at 7; AR, Encl. 17, Decl. of SSEB Chair at 4. The strength states, in pertinent part, that the offeror's "proposed staffing consists of current, incumbent employees performing in their proposed roles, which demonstrates the ability to perform all aspects of the [S with low risk of disruption of services" and "demonstrates the retention of a qualified and experienced workforce with specific knowledge of the requirements of the solicitation." AR, Encl. 15, SSEB Report at 7. In addition, as previously noted, the SSEB chair explains that the evaluators did not find that HII MTC's proposed key personnel was sufficient to warrant an assignment of a separate strength or that its proposed overall personnel approach warranted an assignment of a significant strength. AR, Encl. 17, Decl. of SSEB Chair at 4.

As referenced above, an agency is not required to document all determinations of adequacy or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Allied Tech. Grp., supra*. Here, HII MTC's assertion that it should have received a significant strength for its proposed key personnel because they have "qualifications that exceeded the RFP's requirements," relies solely on the protester's general reference to the key personnel resumes in its proposal and attachment 10 (Personnel Qualifications) of the RFP. Protest at 42-43 ("*Compare* Volume I: Technical Approach (Factor 1), Key Personnel Resumes, with RFP, Attachment 10."). The protester does not cite to any specific key personnel requirement in the RFP that its proposed key personnel exceeded. Nor does the protester point to any specific language in its proposal, identify any particular attributes of its key personnel, or otherwise demonstrate how its proposed key personnel exceeded the RFP's requirements such that it merited a significant strength for those aspects of its proposal.

To the extent the protester contends that it should have been assigned an additional strength or a significant strength in lieu of the assigned strength for its key personnel, the protester has failed to demonstrate or even assert how its proposed key personnel exceeded the RFP requirements in a manner not recognized by the evaluators. As previously referenced, an agency's judgment of whether to assess unique strengths is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *See Lukos, LLC*, *supra.* Here, the protester has failed to demonstrate that the agency's evaluation was unreasonable. The protester's disagreement with the agency's evaluation, without

more, is insufficient to establish that the agency acted unreasonably.[12] *Imagine One Tech.* & Mgmt, *Ltd.*, *supra.* This protest ground is denied.

Past Performance

HII MTC challenges the agency's evaluation of its past performance, arguing that the Navy ignored close-at-hand information concerning HII MTC's performance as the incumbent on the NITE I contract. Protest at 28. The protester maintains that had the agency properly considered this information, it would have found that HII MTC's past performance demonstrated substantial confidence, rather than satisfactory confidence. *Id.* Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *Booker DiMaio, LLC*, B-423224, Mar. 17, 2025, at 6.

Here, even if we assume that HII MTC were to prevail on its challenge to its past performance evaluation--thus increasing its rating from satisfactory confidence to substantial confidence as the protester asserts--HII MTC's proposal has a total evaluated cost that is higher than Amentum's and remains lower rated than Amentum under the technical approach factor (*i.e.*, good versus outstanding). In this connection, as detailed above, we find nothing unreasonable regarding the agency's evaluation of HII MTC's proposal as good under the technical approach factor, with the technical approach factor being more important than the past performance factor. As also discussed previously, we find nothing objectionable regarding the agency's assessment of HII MTC's total evaluated costs. Assuming HII MTC's proposal merits a rating of good for the technical approach factor versus Amentum's rating of outstanding, and a rating of substantial confidence for past performance, which is equal to Amentum's

[12] In its comments responding to the agency report, HII MTC argues for the first time that it was "inherently unreasonable for the Navy to ignore the fact that 100% of the key personnel are incumbents in their positions," which is a "clear benefit to the agency." Comments at 41. To the extent that HII MTC is contending that the agency should have assigned a significant strength based on its status as the incumbent contractor, such allegation is untimely. Our regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from the earlier allegations of impropriety. *See Star Food Serv., Inc.*, B-408535, Nov. 1, 2013, at 4. We will dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process. *Id.* To the extent the protester raises in its comments additional information in support of its initial protest allegations, including the assertion that the agency should have assessed a strength or significant strength for its proposed key personnel because they are "incumbents in their positions," there is no evidence that the information could not have been timely asserted in the initial protest. Accordingly, any such allegation is untimely and will not be considered. *Id.*; 4 C.F.R. § 21.2(a)(2).

substantial confidence past performance rating, then HII MTC's proposal still is lower rated than Amentum's under the technical approach factor, and Amentum's total evaluated cost is less expensive than HII MTC's total evaluated cost. HII MTC has not argued that its proposal is technically superior such that it warrants a price premium or otherwise explained why the Navy should be willing to pay more for HII MTC's performance of the task order. Thus, the record is clear that the protester did not suffer any competitive prejudice because, even if the asserted error existed in the agency's past performance evaluation, HII MTC's proposal still has a higher total evaluated cost and is lower-rated than Amentum's. Accordingly, we cannot conclude that HII MTC would have had a substantial chance of receiving award.

The protest is denied.

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