



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: eAlliant, LLC
File: B-407332.6; B-407332.10
Date: January 14, 2015

Richard B. Oliver, Esq., Mary E. Buxton, Esq., and J. Matthew Carter, Esq., McKenna Long & Aldridge LLP, for the protester.
Alexander J. Brittin, Esq., Brittin Law Group, P.L.L.C., and Jonathan D. Shaffer, Esq., and Mary Pat Buckenmeyer, Esq., Smith Pachter McWhorter PLC, for CoSolutions EIS JV, LLC, the intervenor.
Clea B. Efthimiadis, Esq., and D. Randall Kemplin, Esq., Department of the Navy, for the agency.
Charles W. Morrow, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Challenge to the evaluation of the protester's technical proposal is sustained where, although the source selection authority made specific evaluation findings regarding the protester's proposal in two prior awards to the protester, the record does not support the agency's explanation as to why subsequent award decisions reached different, less favorable findings. While agencies may reasonably revise their evaluation judgments in connection with corrective action, the agency's explanation for the differing results here is contradicted by the record and statements by the source selection authority.

DECISION

eAlliant, LLC, of San Diego, California, protests the award of a contract to CoSolutions EIS JV, LLC, of Sterling, Virginia, under request for proposals (RFP) No. N65236-11-R-0014, issued by the Department of the Navy, Space and Naval Warfare Systems Center, Atlantic, for base operations and administrative support services. eAlliant challenges the agency's evaluation of its proposal and the award decision.

We sustain the protest.

BACKGROUND

The Navy operates a computer data center in New Orleans, Louisiana, which is responsible for maintaining various computer systems, software programs, and help-desk services to assist on-line users of its programs. Agency Report (AR) at 2. The center supports the Navy's personnel and pay systems and its Program Executive Office Enterprise Information System programs, such as Navy Future Pay and Personnel, Navy Single Integrated Personnel and New Order Writing. Id. In addition, the center provides support for other government activities, including: Commander, Naval Reserve Force; Navy Recruiting Command; Navy Personnel Command; Department of Homeland Security; and Veterans Administration. Id.

On December 9, 2011, the Navy issued RFP No. N65236-11-R-0014, as a set-aside under the Small Business Administration's 8(a) program, for an indefinite-delivery, indefinite-quantity contract that contemplated the issuance of cost-plus-fixed-fee and fixed-price task orders, for a base period of 1 year, and two 1-year options. The RFP sought to acquire customer support center services, systems administration, and network security support. See RFP at 6.

The RFP provided for award on a best-value basis considering three evaluation factors: (A) technical capability, (B) past performance, and (C) cost/price. RFP at 104-107. The technical capability factor was comprised of four subfactors: A1, customer support center; A2, data operations center support; A3, systems administration support; and A4, network security support.¹ Id. at 105. Subfactor A1 was more important than subfactors A2, A3, and A4, combined. Subfactors A3 and A4 were of equal importance, and each was more important than subfactor A2. Id. at 105. For purposes of award, the technical capability factor was significantly more important than past performance; the non-cost factors, when combined, were significantly more important than cost. Id. at 104.

As relevant here, the RFP stated that the evaluation of an offeror's proposal under technical capability factor would be based on a subjective assessment of the offeror's experience with work of similar nature, scope, complexity, and difficulty as

¹ The customer support center subfactor was comprised of two sub-subfactors: A.1.1, general customer support, and A.1.2, telephony administration and technical support. Sub-subfactor A.1.1 was significantly more important than A.1.2. The systems administration support subfactor was comprised of three equally-weighted sub-subfactors: A.3.1, systems administration support; A.3.2, UNIX systems administration support, and A.3.3, windows systems administration support. The network security subfactor was comprised of three equally weighted sub-subfactors: A.4.1, network security support; A.4.2, network security monitoring and management; and A.4.3, facility network support.

required by the contemplated contract. Id. The purpose of the evaluation was as follows:

(1) [to] determine the degree to which the offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract; and (2) [to] develop insight into the offeror's relative capability and the relative risk associated with contracting with the offeror.

Id. at 104-105.

As also relevant here, the RFP required offerors to submit data on current and relevant contracts performed by the offeror and its proposed subcontractors. Id. at 105. The RFP defined a current and relevant contract as one performed by the prime contractor within the last five years that was valued at or exceeded \$9 million, and was similar in scope to the solicited contract. Id. at 98.

The Navy received proposals from 13 offerors, including eAlliant and CoSolutions, by the initial closing date of March 2, 2012. A source selection evaluation board (SSEB) evaluated proposals under the technical capability factor; a past performance team evaluated offerors' past performance; and a cost analyst team evaluated proposed costs.²

As relevant here, the SSEB identified seven strengths in eAlliant's proposal under the technical capability factor, and assigned the following ratings:

	eAlliant
TECHNICAL CAPABILITY	GOOD
Customer support center	Outstanding
Data operations center	Acceptable
Systems administration	Acceptable
Network security	Acceptable

AR, exh. 10.2, SSEB Report (April 6, 2012), at 33. The seven strengths identified for the protester's proposal were as follows.

² The possible ratings for the technical capability factor, and its subfactors and sub-subfactors, were outstanding, good, acceptable, marginal, and unacceptable. The possible ratings for the past performance factor were substantial confidence, satisfactory confidence, limited confidence, no confidence, and unknown confidence.

(1) Subfactor A1, customer support center. A strength was assessed because eAlliant demonstrated experience with all aspects of Navy Distance Support requirements, which benefited the major areas of importance to the agency. Id. at 34.

(2) Subfactor A1, customer support center. A strength was assessed because eAlliant demonstrated experience in designing and deploying custom [DELETED] applications. Id. The agency found that this capability would enhance the agency's process of consolidating all [DELETED] enterprise environments into a single enterprise system. Id.

(3) Subfactor A1, customer support center. A strength was assessed because eAlliant demonstrated experience with planning and executing personal continuous operations (COOP). The agency found this strength significant because of the ability to rapidly deploy and support COOP requirements, which the Navy considered critical to sustaining operations during threatening events.

(4) Sub-subfactor A.1.2, telephony administration and technical support. A strength was assessed because eAlliant demonstrated significant experience in designing and maintaining the Navy's telephony system for over 17 years, which the Navy found reflected long-term understanding of the environment. Id.

(5) Sub-subfactor A.3.1, systems administration support. A strength was assessed because eAlliant demonstrated experience with system administration within the Navy Marine Corps Intranet, which provided added value to the government. Id. at 35.

(6) Sub-subfactor A.3.1, systems administration support. A strength was assessed because eAlliant demonstrated experience in the Navy's secret internet protocol routing network. Id. at 36.

(7) Sub-subfactor A.4.1, network security support. A strength was assessed because eAlliant demonstrated experience in the following areas: (1) reporting security status of the network as part of the facility setup, (2) performing independent verification and validation tracking as directed by the government, and (3) assisting in the transition from the Department of Defense's Information Technology Security Certification and Accreditation Process to the Department's Information Assurance Certification and Accreditation Process. Id. at 37.

As discussed in detail below, the source selection authority (SSA), who was also the contracting officer for the procurement, reviewed the SSEB's initial report, and concluded that one of the contract references for eAlliant did not meet the solicitation's requirements for relevance because the reference [DELETED] was in fact for three separate contracts, none of which met the \$9 million size threshold. Supp. AR, exh. 2, SSA Affidavit (Dec. 12, 2014), at 2. The SSA and SSEB

reviewed the remaining contract references, and concluded that the strengths cited for the protester's proposal under the technical capability factor could still be properly attributed to those remaining references. Id. at 2.

The SSA selected eAlliant's proposal for award, concluding that it was essentially equal with regard to the non-cost factors to five other offerors' proposals, and that it offered the lowest evaluated cost of \$70,278,318. See AR, exh. 19, Source Selection Decision Document (SSDD) (Jun. 28, 2012), at 5-8.³ The SSA's award decision specifically recognized and documented the seven strengths previously identified by the SSEB in eAlliant's technical capability. Id. at 5-6. The SSA selected eAlliant for award on the basis of initial proposals on September 7, 2012.

TRESCOS Joint Venture, an unsuccessful offeror whose team included the incumbent contractor, filed a protest in our Office on September 14 challenging the award. The Navy advised our Office that it would take corrective action, and we dismissed the protest.

Following a reevaluation of the proposals, the SSA documented the same seven strengths in eAlliant's proposal under the technical capability factor that were identified in the initial SSEB report and the prior award decision. AR, exh. 19, SSDD (Dec. 12, 2012), at 5-6. The SSA again found that eAlliant's proposal provided the best value because it was essentially equal to five other offerors' proposals under the non-cost factors, and offered the lowest evaluated cost of \$66,747,319, based on a revised cost realism analysis. Id. at 9. The Navy awarded the contract to eAlliant for the second time on January 25, 2013. On January 29, TRESCOS filed a protest in our Office challenging this award. On March 15, the Navy again decided to take corrective action, and our Office subsequently dismissed the protest.

The Navy issued amendment No. 6 to the RFP on May 17, 2013, conducted discussions, and received revised technical and cost proposals. The Navy also convened a new SSEB to evaluate the revised proposals. See AR at 13. The new SSEB assigned one strength to eAlliant's proposal under the technical capability sub-subfactor A.1.1, offeror's knowledge of general customer support, based on the protester's proposed use of [DELETED] the SSEB report did not address the other six strengths that had been identified by the previous SSEB. AR, exh. 10, SSEB Report (April 11, 2014), at 24. Based on this evaluation, the new SSEB assigned eAlliant's proposal an overall rating of acceptable for the technical capability factor,

³ The first (September 2012) and second (December 2012) selection decisions were each titled an "SSA Memorandum," whereas the third (July 2014) and fourth (September 2014) selection decisions were each titled a "Source Selection Decision Document." For the sake of consistency, we refer to all of these documents as SSDDs.

based on ratings of acceptable under each of the technical subfactors and sub-subfactors. Id. at 23-24.

The SSA reviewed the SSEB's evaluations and ratings, and found that they were accurate and consistent with the terms of the solicitation. AR, exh. 12.1, SSDD (May 9, 2014), at 28. The SSA compared the proposals of CoSolutions and eAlliant for the tradeoff decision and award. The SSA found that eAlliant had one strength under the customer support center subfactor, and merited a acceptable rating for that subfactor, and an overall rating of acceptable under the technical capability factor. Id. at 10-11, 39-40. In contrast, the SSA found that CoSolutions had two strengths under the customer support center subfactor, and merited a good rating that subfactor, and an overall rating of good under the technical capability factor. Id. at 5-6, 39-40. The SSA concluded that although CoSolutions' proposal offered more strengths, and a higher overall evaluation rating, as compared to eAlliant, those strengths did not merit selection in light of CoSolution's \$1.04 million higher evaluated cost as compared to eAlliant (\$67,369,677 vs. \$66,322,857). Id. at 40. On July 29, 2014, the agency again made award to eAlliant.

While conducting debriefings, the Navy found that it had made a mistake in evaluating the realism of CoSolutions' proposed costs; based on this apparent error, the agency again concluded that corrective action was required. On August 1, TRECOS filed a third protest with our Office. Based on the agency's decision to take corrective action, our Office dismissed TRECOS's protest.

The Navy reevaluated offerors' technical and cost proposals, and the final results were as follows:

	eAlliant	CoSolutions
TECHNICAL CAPABILITY	ACCEPTABLE	GOOD
Customer support center	Acceptable	Good
Data operations center	Acceptable	Acceptable
Systems administration	Acceptable	Acceptable
Network security	Acceptable	Acceptable
PAST PERFORMANCE	SUBSTANTIAL CONFIDENCE	SUBSTANTIAL CONFIDENCE
PROPOSED COST	\$66,300,100	\$66,074,102
EVALUATED COST	\$66,332,857	\$67,105,449

AR, exh. 12, SSDD (Sept. 18, 2014), at 21.

The SSA explained that she agreed with the SSEB's evaluation ratings for the technical capability factor, the past performance ratings, and the cost evaluation, and further stated that she performed a comparative evaluation of the proposals to identify the proposal that provided the best value. Id. at 5, 7, 21, 33. Based on the revised evaluations, the SSA found that CoSolutions' proposal provided the best

value. Id. at 33. With respect to eAlliant, the SSA again found that eAlliant's proposal had only strength under the technical capability factor, and therefore received a rating of acceptable under this factor. Id. at 22, 32-33. With respect to CoSolutions, the SSA again noted that CoSolutions had two strengths, which merited a good rating under the customer support subfactor, and an overall rating of good for the technical capability factor. Id. at 22-23, 32-33. As a result of the final evaluation of the offerors' proposed costs, the agency concluded that eAlliant's evaluated cost of \$66,332,857 remained the same, but that CoSolutions' evaluated cost had decreased from \$67,369,677 to \$67,105,449. Id. at 33. As a result, the difference between the offerors' evaluated costs was now \$772,592. Id. The SSA concluded that CoSolutions' higher-rated technical proposal merited the payment of a cost premium, and selected its proposal for award.⁴ This protest followed.

DISCUSSION

eAlliant argues that the Navy unreasonably evaluated its proposal under the technical capability factor. Specifically, the protester contends that although the agency's first two award decisions identified six strengths in its technical proposal, the agency's subsequent two award decisions--including the final award to CoSolutions--unreasonably removed those six strengths, which resulted in the reduction of its overall technical capability rating from good to acceptable. The protester contends that neither the contemporaneous record, nor the agency's response to the protest explains why the strengths were removed. For the reasons discussed below, we agree with the protester and sustain the protest.

The evaluation of an offeror's proposal is a matter within the agency's discretion. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4; IPlus, Inc., B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 7, 13. In reviewing an agency's evaluation, we will not reevaluate the proposals, but will examine the record of the evaluation to ensure that it was reasonable and consistent with the stated evaluation criteria and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. Carothers Constr., Inc., B-403382, Oct. 28, 2010, 2010 CPD ¶ 268 at 6. While we will not substitute our judgment for that of the agency, we will sustain a protest where the agency's conclusions are inconsistent with the solicitation's evaluation criteria, undocumented, or not reasonably based. DRS ICAS, LLC, B-401852.4, B-401852.5, Sept. 8, 2010, 2010 CPD ¶ 261 at 4-5.

⁴ Due to the imminent expiration of the incumbent contract occurring on September 30, 2014, the Navy awarded a sole-source bridge contract to the incumbent contractor to ensure continuity of services during the corrective action that followed the third award. eAlliant protested the sole-source award. We denied the protest on December 23, 2014. eAlliant LLC, B-407332.4, B-407332.7, Dec. 23, 2014, 2015 CPD ¶ ____.

eAlliant argues that the evaluation record does not explain why the Navy identified six strengths for its proposal in connection with the first two awards, but failed to identify those strengths in the final award. In this regard, the protester argues, and the agency does not dispute, that neither the RFP's technical requirements and evaluation criteria, nor the protester's technical proposal were materially revised with regard to the issues addressed in the six disputed strengths. See Protest Comments at 6 n.3; AR at 2 n.1.

The Navy raises two primary arguments in support of its evaluation of eAlliant's proposal. First, the agency's initial report in response to the protest noted that the evaluation of the protester's FPR was conducted by a new SSEB, and that these new evaluators reasonably reached different conclusions regarding the evaluation of the protester's proposal. AR at 21-24. Second, the agency's response to eAlliant's comments on the agency report raised a new contention--that the strengths were removed because they were associated with an experience reference that the agency concluded should not have been found relevant. Supp. Agency Response (Nov. 25, 2014), at 2-4. We address the agency's two arguments in reverse order because, as discussed below, the record shows that the events concerning the second issue preceded those concerning the first.

Revised Evaluation of eAlliant's Experience

First, the Navy argues that the difference between the evaluation of eAlliant's proposal is attributable to a change in the evaluation of eAlliant's experience references. Specifically, the Navy contends that it improperly evaluated eAlliant's proposal in the first two awards, which identified seven strengths, and took corrective action in March 2013 to address TRESKOS's protest argument concerning the evaluation of eAlliant's experience. See Supp. Agency Response (Nov. 25, 2014), at 2-4. The Navy argues that the exclusion of this reference explains why six of the seven strengths were not identified by the second SSEB. Id. We find that the agency's argument is contradicted by the record, and the statements of the SSA.

The SSA initially served as the contracting officer for the procurement, and later became the SSA in May 2012. See Supp. AR, exh. 2, SSA Affidavit (Dec. 12, 2014), at 1. The SSA states that, during the evaluation for the first award, she reviewed the SSEB's report, which was issued on April 6, 2012. See AR, exh. 10.2, SSEB Report (Apr. 6, 2012). As relevant here, this report identified seven strengths for eAlliant's proposal under the technical capability factor, and assigned its proposal an outstanding rating for the customer support center subfactor, and an overall rating of good for the technical capability factor. Id. at 33.

During her review of the SSEB's report, the SSA found that one of eAlliant's five contract references [DELETED] did not comply with the solicitation's relevancy

requirements as to the value of the contract.⁵ Supp. AR, exh. 2, SSA Affidavit (Dec. 12, 2014), at 2. The SSA also found that some of the strengths assigned to eAlliant's technical capability in the SSEB report were based on this reference. Id. The SSA reviewed eAlliant's proposal to "ascertain if the strengths associated with this contract reference could be supported by other current and relevant contract references in its technical proposal." Id. The SSA concluded that the remaining four references could support the identified strengths, and requested that the SSEB confirm her findings. Id. The SSEB determined that eAlliant's other references were sufficient to support the seven strengths that had been previously attributed to the non-relevant contracting reference. Id. To correct the erroneous reference to the non-relevant eAlliant contract in the April 2012 SSEB report, the SSA revised the original report on April 30, but did not instruct the SSEB to re-date or re-sign the updated SSEB report.⁶ Id. at 3.

The SSA states that she "reviewed the [April 2012] SSEB report and conducted an independent assessment of the strengths of eAlliant's proposal and determined that eAlliant's proposal contained seven strengths, as identified in the SSEB report." Id. at 3. These seven strengths were incorporated in the award decisions dated June 28, 2012, and December 12, 2012, both of which selected eAlliant for award. See AR, exh. 19, SSDD (Jun. 12, 2012), at 5-6; SSDD (Dec. 12, 2012), at 5-6.

⁵ eAlliant does not challenge this aspect of the Navy's evaluation.

⁶ The SSA states that the SSEB report was modified after it was signed on April 6 to correct the error regarding the non-relevant eAlliant contract reference, as well as other technical issues such as grammar and legal comments. Supp. AR, exh. 2, SSA Affidavit (Dec. 12, 2014), at 3. Although she states that the SSEB agreed with her changes, she did not request that the SSEB members sign a new version of the report. Id. eAlliant filed a supplemental protest arguing that these actions show that the SSA "falsified and backdated" the SSEB report in 2012 in connection with her revised findings regarding the evaluation of eAlliant's experience under the technical capability factor. Supp. Protest (Dec. 5, 2014) at 1. The protester also argues that the record indicates that the SSA must have been biased against eAlliant. Id. at 6-7. We deny this basis of protest because the record does not support this contention. In this regard, government officials are presumed to act in good faith, and a protester's contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof; our Office will not consider allegations based on mere inference, supposition, or unsupported speculation. Career Innovations, LLC, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-9. Although, as discussed herein, the Navy's response to the protest does not withstand scrutiny, we do not find that the record demonstrates that the SSA's actions demonstrate bad faith or bias.

As discussed above, the Navy contends that the exclusion of eAlliant's non-relevant contract reference resulted in the exclusion of all six of the strengths that had previously been assigned to eAlliant's proposal. Specifically, the agency contends that, the new SSEB did not identify any of the six strengths in its evaluation because those six strengths were associated with the non-relevant contract reference. See Supp. Agency Response (Nov. 25, 2014), at 2-3.

In light of the SSA's explanation that she found that the seven strengths assessed in the original SSEB report were supported by the remaining four contract references, we conclude that the agency's response to the protest is contradicted by the underlying record. See Supp. AR, exh. 2, SSA Affidavit (Dec. 12, 2014), at 2; see AR, exh. 19, SSDD (Jun. 12, 2012), at 5-6; SSDD (Dec. 12, 2012), at 5-6. Specifically, the record does not support the Navy's contention that the seven strengths initially assigned to eAlliant's proposal by the first SSEB and the SSA were tied solely to the non-relevant contract reference; instead, the record shows that the first SSEB and SSA specifically found that the other four references supported the assessment of those strengths.

New SSEB Evaluation

Next, the Navy argues that the second SSEB made a different evaluation of the strengths in eAlliant's technical capability, as compared to the first SSEB, because the second SSEB had different evaluators who made different, independent judgments. For the reasons discussed below, we also find that the agency's argument does not support or explain the difference in evaluations.

As the Navy notes, our Office has long held that the mere fact that a reevaluation of proposals after corrective action varies from the original evaluation does not constitute evidence that the reevaluation was unreasonable, since it is implicit that a reevaluation can result in different findings and conclusions. See, e.g., Marcola Meadows VA LLC, B-407078.2 et al., Jun. 4, 2013, 2013 CPD ¶ 141 at 8. In this regard, our Office has recognized that it is not unusual for different evaluators, or groups of evaluators, to reach different conclusions and assign different scores or ratings when evaluating proposals, since both objective and subjective judgments are involved. See Novel Pharm., Inc., B-255374, Feb. 24, 1994, 94-1 CPD ¶ 149 at 6. Based on these principles, the Navy argues that, based on the information in eAlliant's proposal, the new SSEB reasonably assigned one strength to eAlliant's proposal for technical capability.⁷ See AR at 27-32.

⁷ eAlliant disputes the Navy's characterization of the second SSEB as being a "new" evaluation panel that was entirely unrelated to the first SSEB. In this regard, the protester notes that the SSA was a non-voting member of each SSEB, and engaged in substantial exchanges with each SSEB during the first evaluation regarding the merits of eAlliant's proposal concerning the disputed six strengths.

(continued...)

Our Office has recognized, however, that this general principle has limitations where the same source selection official reviews conclusions by different evaluators. We have found, in similar circumstances, that it is incumbent upon an SSA when confronted with differing evaluation results of essentially the same proposal, submitted by the same offeror, under the same solicitation, to seek some sort of explanation, or otherwise arrive at an understanding, especially where there were significant rating differences in the respective evaluations. See CIGNA Gov't Servs., LLC, B-401062.2, B-401062.3, May 6, 2009, 2010 CPD ¶ 283.

Here, as discussed above, the parties do not dispute that the RFP's provisions relevant to the technical capability factor were not materially revised after the first two awards, nor do they dispute that eAlliant submitted an initial proposal and FPR that were "essentially identical" with regard to the disputed strengths. See Protest's Comments at 6 n.3; AR at 2 n.1; Supp. Agency Response (Nov. 25, 2014), at 4. Further, the record reflects that the same individual was the SSA for all four awards. In serving in these roles, the SSA was personally involved in the determination that all seven strengths (including the six disputed strengths) could be associated with eAlliant's proposal without the benefit of the non-relevant contract reference included in its proposal. See Supp. AR, exh. 2, SSA Affidavit (Dec. 12, 2014), at 3. Moreover, the SSA stated in the first two selection decisions that she found the evaluation of these strengths reasonable and supported by the record. See AR exh. 19, SSDD (Jun 28, 2012) at 5; SSDD (Dec. 12, 2012) at 5.

Despite the SSA's personal involvement with the initial SSEB's evaluation of eAlliant's proposal, as well as her documented conclusion that eAlliant's proposal merited the disputed six strengths, the record does not show that the SSA had any questions concerning the results of the second SSEB's evaluation of eAlliant's proposal. AR, exh. 12, SSDD (Sept. 18, 2014), at 32-33. Similarly, the Navy's response to the protest does not provide an explanation by the SSA as to why she believed the second SSEB's findings were reasonable.

In light of the evaluation record here--which shows that the SSA concluded in connection with the first two awards to eAlliant that the protester's proposal merited

(...continued)

See AR, exh. 10.2, SSEB Report (April 6, 2012), at 1; exh. 10, SSEB Report (April 11, 2014), at 1; Supp. AR, exh. 2, SSA Affidavit (Dec. 12, 2014), at 2. Further, the protester notes that the SSA served in her role for all four awards. Because, as discussed below, we conclude that the SSA's independent judgments regarding the evaluation of the protester's proposal are in conflict, and that the record does not provide an explanation for this conflict, we need not resolve the protester's arguments concerning the characterization of the second SSEB as "new."

the disputed six strengths--we think it was incumbent on the SSA here to provide some explanation as to why the revised evaluation of eAlliant's proposal did not merit these strengths. Although different agency evaluators reasonably may reach differing conclusions, we think it was incumbent upon the SSA to reconcile or explain the starkly different conclusions reached by the two SSEB evaluations, given her documented findings regarding the first evaluation, and her affirmation of the evaluations in each of the four award decisions. See CIGNA Gov't Servs., LLC, supra.

As we noted in CIGNA Gov't Servs., LLC, however, our views concerning the role of the SSA are not meant to indicate that the agency was prohibited in its corrective action from revising its evaluations of the offerors' proposals, or from reaching different evaluation results or ratings. See CIGNA Gov't Servs., LLC, supra, at 14. Rather, we conclude that under the circumstances here, the SSA was required to provide some explanation as to why the evaluation results for eAlliant were materially different from those she reached in the prior evaluations. We therefore sustain the protest.

CONCLUSION AND RECOMMENDATION

In sum, we conclude that the Navy has not provided a reasonable rationale as to why eAlliant's proposal did not merit the assessment of strengths that were previously identified by the SSA in connection with the prior awards to the protester. We therefore cannot conclude that the evaluation of eAlliant's proposal under the technical capability factor was reasonable, or that the award decision is reasonably supported. We also conclude that the protester was prejudiced by the agency's actions because the assessment of the six disputed strengths in connection with the first two awards resulted in a higher evaluation rating for eAlliant than for CoSolutions under the customer support center subfactor of the technical capability factor. This difference, along with eAlliant's lower evaluated price, could have resulted in award to the protester. Accordingly, we find that eAlliant was prejudiced and sustain the protest on this basis.

We recommend that the Navy reevaluate eAlliant's proposal in a manner consistent with our decision, and make a new source selection decision. If, based on the new selection decision, CoSolutions is not selected for award, the agency should terminate CoSolutions' contract and make award to the offeror whose proposal is found to represent the best value. We also recommend that the agency reimburse eAlliant its costs of filing and pursuing the protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1) (2014). The protester's certified claim for costs,

detailing the time expended and costs incurred, must be submitted directly to the agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained

Susan A. Poling
General Counsel