

**United States Government Accountability Office
Washington, DC 20548**

Decision

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Matter of: Target Media Mid Atlantic, Inc.

File: B-412468.6

Date: December 6, 2016

John E. McCarthy, Jr., Esq., Elizabeth Buehler, Esq., Jared Engelking, Esq., and Puja Satiani, Esq., Crowell & Moring LLP, for the protester.

John R. Tolle, Esq., and H. Todd Whay, Esq., Baker, Cronogue, Tolle & Werfel, LLP, for Imagine One Technology & Management Ltd., the intervenor.

Michelle S. Bennett, Esq., Greg Lennon, Esq., Rizlane Riahi, Esq., and Aleacia Chinkhota, Esq., Department of the Navy, for the agency.

Alexander O. Levine, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's cost evaluation is sustained where agency failed to evaluate the realism of the awardee's cost proposal in accordance with its proposed technical approach and failed to evaluate the awardee's professional employee compensation plan in accordance with the requirements of the solicitation.
 2. Protest that awardee engaged in impermissible bait and switch is denied where the record contains no evidence that the awardee did not intend to staff the task order with the proposed key personnel.
 3. Protest challenging agency's past performance evaluation is denied where agency reasonably took into consideration unfavorable past performance information regarding the awardee's proposed subcontractor.
 4. Protest challenging the agency's technical evaluation is denied where agency reasonably evaluated the protester's proposal in accordance with the solicitation evaluation criteria.
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DECISION

Target Media Mid Atlantic, Inc., a small business located in Mechanicsburg, Pennsylvania, challenges the issuance of a task order by the Department of the Navy to Imagine One Technology & Management Ltd., of Colonial Beach, Virginia,

pursuant to request for proposals (RFP) No. N00024-14-R-3125, for information technology support services. Target Media challenges the agency's evaluation of Imagine One's cost and past performance, as well as the agency's evaluation of Target Media's technical proposal.

We sustain the protest in part and deny it in part.

BACKGROUND

The solicitation was issued on September 17, 2014, under the Navy's SEAPORT-e multiple-award contract, seeking a contractor to provide engineering and professional services in support of ship maintenance systems information technology for the Navy's maritime maintenance enterprise solution (NMMES). Contracting Officer Statement (COS) at 1. The RFP contemplated the issuance of a cost-plus-incentive-fee, level-of-effort task order with a one-year base period, and four one-year options. Id.

The solicitation anticipated issuance of the order to the offeror whose proposal demonstrated the best value to the agency considering the following factors: technical capability, past performance, and total evaluated cost. RFP at 83-84. The RFP stated that technical capability would be considered more important than past performance and that both would be considered significantly more important than the total evaluated cost. Id. at 84. As competing proposals approached parity in the first two factors, the importance of cost would be increased. Id. The technical capability factor was comprised of the following three subfactors, in descending order of importance: technical knowledge and capability, management approach, and staffing approach. Id.

The solicitation stated that the agency would undertake a cost realism analysis and warned offerors that proposals that are "unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity of risks of the proposed work and may be grounds for rejection of the proposal." Id. at 89. The RFP further provided that if proposed costs, including direct and indirect rates, were considered unrealistic, the offeror's proposed costs "will be adjusted upward in accordance with [Federal Acquisition Regulation (FAR)] 52.216-10 to reflect more realistic costs." Id. at 89-90. The solicitation also anticipated that the agency would evaluate each offeror's professional employee compensation plan in accordance with the provisions of FAR § 52.222-46 and warned offerors that "[i]f an acceptable plan that complies with these provisions is not provided, the proposal may be rejected." Id. at 89.

On December 22, 2014, Target Media, along with 13 other offerors, submitted timely proposals in response to the solicitation. The agency's final ratings of Imagine One's and Target Media's proposals were as follows:

	Target Media	Imagine One
Technical Capability	Good	Outstanding
Technical Knowledge & Capability	Good	Outstanding
Management Approach	Acceptable	Good
Staffing Approach	Good	Outstanding
Past Performance	Relevant/ Satisfactory	Relevant/ Satisfactory
Cost	\$201,492,928	\$176,021,380

Agency Report (AR), Tab 11, Source Selection Advisory Council (SSAC) Report, at 9. The Navy conducted a comparative analysis of proposals and determined that Imagine One’s proposal provided the best value to the agency. AR, Tab 12, Source Selection Decision, at 1. On August 17, 2016, the agency issued the order to Imagine One. This protest followed.¹

DISCUSSION

Target Media challenges the agency’s evaluation of Imagine One’s and Target Media’s proposals on several grounds. The protester argues that the agency: (1) conducted an unreasonable cost realism analysis; (2) improperly evaluated Imagine One’s professional employee compensation plan; (3) failed to account for the cost impact of a corporate acquisition made by Imagine One’s proposed subcontractor; (4) conducted an unreasonable evaluation of Imagine One’s past performance; (5) misevaluated Target Media’s technical capability; and, as a result of these errors, (6) conducted a flawed best-value determination. In addition, the protester contends that Imagine One engaged in a “bait and switch” by misrepresenting the availability of its proposed key personnel.²

¹ The awarded value of the task order at issue here exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under Department of Defense multiple-award indefinite-delivery, indefinite-quantity contracts. 10 U.S.C. § 2304c(e).

² While we do not address every argument raised by Target Media in its protest, we have reviewed each issue and, with the exception of the protester’s challenge to the agency’s cost realism and professional compensation plan evaluations, do not find any basis to sustain the protest. For example, the protester argued that a corporate acquisition pursued by Imagine One’s proposed subcontractor had the potential for spawning various organizational conflicts of interest. We dismissed this protest

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Cost Realism Evaluation

The protester argues that the agency's cost realism evaluation was flawed because the agency did not compare the compensation proposed by Imagine One to the rates paid to incumbent employees or to the prevailing market rates for such personnel to determine whether Imagine One's cost approach aligned with its proposed technical approach.

Where a cost-reimbursement contract or order is to be awarded, an offeror's estimated costs of contract performance should not be considered controlling since the estimates may not provide valid indications of the final actual costs which the government is required to pay. FAR §§ 15.305(a)(1), 15.404-1(d). Consequently, the contracting agency must perform a cost realism analysis to determine what the costs are likely to be under the offeror's technical approach, assuming reasonable economy and efficiency. Alion Sci. & Tech. Corp., B-410666, Jan. 22, 2015, 2015 CPD ¶ 91 at 7 (considering FAR Part 15 cost realism standards in a FAR Part 16 task order protest); Magellan Health Servs., B-298912, Jan. 5, 2007, 2007 CPD ¶ 81 at 13. Our review of an agency's cost realism analysis is limited to determining whether the cost analysis is reasonably based and not arbitrary, and adequately documented. Booz Allen Hamilton, Inc., B-409355, B-409355.2, Mar. 19, 2014, 2014 CPD ¶ 100 at 7; Trailblazer Health Enters., LLC, B-406175, B-406175.2, Mar. 1, 2012, 2012 CPD ¶ 78 at 7.

The record here demonstrates that the agency's cost realism analysis did not reasonably assess the likely costs stemming from Imagine One's proposed approach. In this regard, Imagine One's proposal reflects its plan to recruit and retain a substantial number of contract personnel from outside the current employ of both Imagine One and its proposed subcontractor, CACI Enterprise Solutions, Inc. As part of its technical proposal, Imagine One submitted a staffing plan that included a listing of approximately [DELETED] proposed personnel, comprised of [DELETED] named personnel and [DELETED] unnamed personnel designated as "pending." AR, Tab 7, Imagine One Proposal, at 245-274.

Imagine One's proposal noted in several places that the named personnel would be ready to start performance upon award, and that the company would fill other positions through methods such as new hiring and recruitment of incumbents. See id. at 19 ("The Imagine One / CACI Team has over [DELETED] named staff ready to start."); id. at 96 (discussing Imagine One's initial staffing strategy of allocating

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ground because it failed to set forth a detailed statement of the factual and legal grounds for protest as required under our Bid Protest Regulations. See 4 C.F.R. § 21.1(c)(4).

current employees, incumbent capture, and new hires, and its permanent staffing augmentation strategy based on its recruiting efforts); id. at 498 (“We have reviewed . . . average salaries for our named current individuals that will be performing work along with our new hires.”). Imagine One’s vice president confirmed this approach, in an affidavit provided to our Office, which noted that “Imagine One will receive information on incumbent staff during the transition period and proceed from there to hire either their proposed key personnel, incumbent personnel, existing personnel that want to make a contract change and new hires based on resumes received post award. . . .” Intervenor Comments, Vice President Aff., at 1. The awardee’s vice president further confirmed that Imagine One intended upon award to meet with the current program manager to discuss incumbent personnel and learn who was particularly valued by the government, and from there Imagine One would “rapidly follow this meeting with a recruitment open-house with a primary focus on retention of those incumbent personnel as further mitigation of transition risk.” Id. at 2 (quoting Imagine One’s proposal at page 31).

The record therefore reflects that Imagine One’s proposed staffing approach depended, to a large extent, on recruiting new hires or incumbent staff. However, the agency’s cost realism analysis did not analyze the realism of the proposed rates through such methods as comparing Imagine One and CACI’s direct labor rates to prevailing market rates or to the salaries paid to incumbent staff. Instead, the agency examined internal payroll data provided by Imagine One and CACI to verify their proposed rates. For the named Imagine One personnel, the agency’s cost evaluation team (CET) examined internal payroll data or payroll data provided in letters of intent. AR, Tab 9, CET Report, at 16-19. For the unnamed Imagine One personnel, the CET compared the proposed rates “first to payroll data provided for named personnel in the same labor category and experience level, and then to the company-wide data submitted if the payroll data did not substantiate the rate or was not available for the relevant position.” Id. at 19. At the source selection authority’s (SSA) request, the CET repeated this analysis for CACI’s proposed direct labor rates. See AR, Tab 12, Source Selection Decision, at 8-14. Where the proposed labor rates did not match the internal data, the CET adjusted Imagine One’s proposed cost upwards. See id.

We find that the agency’s cost realism evaluation failed to properly account for the technical approach proposed by Imagine One. As we noted in Magellan Health Servs., supra, at 16, “a proper cost realism evaluation prevents an offeror from improperly ‘having it both ways’--that is, from receiving a technical evaluation rating based on its proposed performance but failing to propose costs that reasonably reflect that performance.” Here, while Imagine One proposed to staff a substantial portion of its personnel from external sources, the agency limited its analysis to internal cost data of Imagine One and CACI and did not assess the realism of the proposed rates through such methods as comparison of the rates to the prevailing

market rates, the rates paid to incumbent employees, or the rates proposed by other offerors.³ This was unreasonable and as a result we sustain this protest ground. See id. at 15-16 (sustaining protest where agency's cost realism evaluation analyzed the awardee's current salary structure but not the incumbent rates, despite the awardee's proposal to match existing salaries); see also Wisconsin Physicians Serv. Ins. Corp., B-401063, May 4, 2009, 2012 CPD ¶ 35 at 8-9 (sustaining protest where cost realism evaluation reviewed market surveys instead of actual labor rates, and offeror's technical approach proposed to perform the work with its own staff).

Evaluation of Imagine One's Professional Employee Compensation Plan

Target Media also argues that the agency's cost evaluation was flawed because the Navy failed to evaluate Imagine One's proposed professional employee compensation plan in accordance with FAR § 52.222-46. As relevant here, the RFP required offerors' proposals to include a professional employee compensation plan, as prescribed in FAR § 52.222-46. RFP at 78. The referenced FAR provision calls for an evaluation of each offeror's compensation plan to ensure that the plan reflects a sound management approach and understanding of the contract requirements. FAR § 52.222-46(a). Proposals envisioning compensation levels for professionals that are lower than those of predecessor contractors for the same work were to be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required, competent professional service personnel. FAR § 52.222-46(b). The provision cautions offerors that "lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement." Id.

Here, as discussed above, the record reflects that the agency's cost evaluation did not compare Imagine One's direct labor rates to those paid to incumbent personnel on the NMMES requirement or to the prevailing market rate. Nor does the record

³ During the course of this protest, the agency contested the protester's argument that Imagine One's labor rates were "markedly low and unrealistic" by noting that the awardee's average unburdened labor rate was [DELETED] than Target Media's unburdened labor rate [DELETED]. Agency Reply at 4. This conclusion, however, was not documented in the evaluation record and instead represents a rebuttal argument offered by the agency in the heat of the adversarial process to which we accord lesser weight. See Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15. In this regard, the contemporaneous record reflects that the agency did not conduct a comparative evaluation of the rates proposed by each offeror. Additionally, we note that this overall average is of limited use in assessing whether Imagine One proposed realistic individual labor rates across personnel positions as required by the solicitation.

contain any documentation of such an analysis performed as part of the Navy's evaluation of offerors' professional employee compensation plans. See AR, Tab 12, Source Selection Decision, at 18. Accordingly, we find that the agency failed to reasonably evaluate whether Imagine One offered "lowered compensation for essentially the same professional work" as envisioned by FAR § 52.222-46 and therefore we sustain this protest ground. See Wackenhut Int'l, Inc., B-286193, Dec. 11, 2000, 2001 CPD ¶ 8 at 6 (sustaining protest where RFP language contemplated reviewing compensation plans in comparison to current wages and the agency failed to perform such a review).

Subcontractor Acquisition

Target Media asserts that the agency's cost evaluation was also flawed because it did not take into consideration the impact of Imagine One's proposed subcontractor's (CACI) acquisition of a unit of another contractor, L-3. Target Media argues that because this unit is "financially troubled," the acquisition may impact the costs that Imagine One charges the government, and therefore the agency should have considered the impact of the acquisition in its cost realism analysis. We disagree. As an initial matter, Target Media's argument regarding the likelihood of the acquisition impacting Imagine One's cost rates appears speculative at best. Such an acquisition by a subcontractor is distinguishable from the decisions relied upon by Target Media, where our Office has analyzed the consideration given by agencies to the impact arising where an awardee divests some or all of its business, resulting in the contract being performed by a materially different prime contractor. See, e.g., Lockheed Martin Integ. Sys., B-410189.5, B-410189.6, Sept. 27, 2016, 2016 CPD ¶ 276; Wyle Labs., Inc., B-408112.2, Dec. 27, 2013, 2014 CPD ¶ 16.

Additionally, the record demonstrates that the agency did not know of the acquisition at the time of its cost evaluation. See Memorandum of Law (MOL) at 15; COS at 9. We do not find the agency's lack of knowledge here to be unreasonable; nor do we conclude that the agency had an affirmative obligation to discover and consider such information as part of its cost evaluation.⁴ See TrailBlazer Health Enters., LLC, supra, at 18-19 (finding cost evaluation to be unobjectionable, despite the agency's failure to consider the awardee's planned divestiture, where agency did not know that the divestiture was certain or required); Marine Hydraulics Int'l, Inc., B-403386.3, May 5, 2011, 2011 CPD ¶ 98 at 3 (rejecting argument that agency's cost evaluation should have considered past performance information).

⁴ In its supplemental comments, Target Media also asserts that the Navy should have considered the impact of CACI's acquisition in the agency's responsibility determination. We find this argument untimely and will not further consider it since the argument was first raised more than ten days after Target Media knew of this protest basis. See 4 C.F.R. § 21.2(a)(2).

Bait and Switch

Target Media also argues that Imagine One's proposal relied on an impermissible "bait and switch" of its key personnel and that the awardee proposed key personnel that it did not expect to use during contract performance. In support of this argument, Target Media points to job listings placed by Imagine One on its website immediately after the award announcement that matched key personnel categories of the instant requirement.

To establish an impermissible bait and switch, a protester must show that a firm either knowingly or negligently represented that it would rely on specific personnel that it did not expect to furnish during contract performance, and that the misrepresentation was relied on by the agency and had a material effect on the evaluation results. Data Mgmt. Servs. JV, B-299702, B-299702.2, July 24, 2007, 2007 CPD ¶ 139 at 10. Even where there is evidence of a planned switch in key personnel, our Office will not find an impermissible bait and switch where there is no evidence of baiting, *i.e.*, replacing proposed key personnel with less qualified personnel. Id.

The record here does not demonstrate that Imagine One's proposal relied on an impermissible bait and switch. In this regard, the proposal included resumes for all of the awardee's proposed key personnel and letters of intent for all proposed personnel not currently employed by either Imagine One or its proposed subcontractors. AR, Tab 7, Imagine One Proposal, at 155-213, 381-386. With regard to the job postings, Imagine One's vice president provided an affidavit that explained that, at the time of award, Imagine One intended to staff its key positions with the personnel it had proposed. Intervenor Comments, Vice President Aff., at 1. The job postings were listed, however, in line with Imagine One's established corporate practice, to enable the government to request the hiring of incumbent personnel, should it wish to do so, and to allow for new hires based on resumes received post award in accordance with the solicitation's substitution of personnel clause. Id. In this regard, the solicitation incorporated a substitution of personnel clause that permitted the contractor to substitute key personnel provided it had obtained approval from the Navy to do so. RFP at 46-47.

This approach is consistent with Imagine One's proposal, which anticipated that Imagine One would "provide initial staff by allocating current employees, incumbent capture, and new hires. . . ." AR, Tab 7, Imagine One Proposal, at 96. In light of this explanation, we do not find that Imagine One relied on an impermissible bait and switch of less-qualified personnel and deny this ground of protest. With regard to the substitution of incumbent employees, our Office has held that "[t]he substitution of incumbent employees for proposed employees with an agency's permission, and where there has been no misrepresentation, is not an improper bait and switch." AdapTech Gen. Scientific, LLC, B-293867, June 4, 2004, 2004 CPD ¶ 126 at 6. Similarly, the fact that the awardee posted job listings for some of the

key personnel positions does not, by itself, establish that the proposed personnel were unavailable. See Invertix Corp., B-411329.2, July 8, 2015, 2015 CPD ¶ 197 at 6.

Past Performance Evaluation

Target Media additionally argues that the Navy should have assigned Imagine One a lower past performance rating because Imagine One's proposed subcontractor, CACI, performed poorly as a subcontractor on the incumbent contract. The protester argues that CACI encountered numerous performance problems, endangered the performance of its subcontract, and received a cure notice from its prime contractor. Based on CACI's performance problems, Target Media asserts that Imagine One should have received a limited confidence rating.

Where a solicitation requires the evaluation of past performance, we will examine an agency's evaluation to ensure that it was reasonable and consistent with the solicitation's evaluation criteria. TriWest Healthcare Alliance Corp., B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 24. An agency's evaluation of past performance is a matter of agency discretion, which we will not disturb unless the agency's assessment is unreasonable or inconsistent with the solicitation criteria. Affolter Contracting Co., Inc., B-410878, B-410878.2, March 4, 2015, 2015 CPD ¶ 101 at 12. In assessing past performance, it is proper for the agency's evaluation to reflect the totality of an offeror's prior contract performance, and an agency may reasonably assign a satisfactory rating to an offeror despite the fact that portions of its prior performance have been unsatisfactory. Aerostar Perma-Fix TRU Servs., LLC, B-411733, B-411733.4, Oct. 8, 2015, 2015 CPD ¶ 338 at 11.

Here, the agency reasonably accounted for CACI's performance on the incumbent contract within the agency's larger review of Imagine One and CACI's past performance efforts. In this regard, the agency documented that the latest contractor performance assessment reporting system report for CACI's work on the incumbent contract was not favorable, with CACI receiving a marginal rating in the areas of quality, schedule, cost control, and management of key personnel. AR, Tab 8, Technical Evaluation Team (TET) Report of Imagine One, at 25. The Navy also considered two other contracts performed by CACI, however, for which CACI had received excellent ratings, including one contract that was "of very similar scope, magnitude, and complexity" compared to the instant requirement. Id. Additionally, the agency determined that three projects performed by Imagine One, which primarily received very good or excellent ratings, were partially relevant to the instant effort. Id. at 23-26. Ultimately, the agency weighed all of these efforts and concluded that despite Imagine One and CACI's favorable ratings on all but one of their past performance efforts, CACI's poor ratings on the incumbent contract would result in a lowering of Imagine One's overall confidence assessment to a satisfactory rating. Id. at 24. We find nothing unreasonable about this determination.

Technical Evaluation of Target Media's Proposal

In addition to the evaluation of the awardee's proposal, Target Media challenges the evaluation of its own proposal under two of the technical subfactors: (1) technical knowledge and capability, and (2) management approach. With regard to technical knowledge and capability, Target Media argues that it should have received a higher adjectival rating because it received five strengths and one significant strength, and because these strengths met the definition of an outstanding rating under the solicitation's evaluation criteria. Target Media's significant strength was awarded on the basis of its "experience performing application programming activities in systems of similar magnitude and complexity," which the agency noted would be "very beneficial to the government and will significantly reduce the risk of unsuccessful contract performance." AR, Tab 5, TET Report, at 7-8.

In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. The Mangi Env'tl. Group, Inc., B-401783, Nov. 20, 2009, 2009 CPD ¶ 231 at 3. A protester's disagreement with an agency's judgment, by itself, is insufficient to establish that the agency acted unreasonably. HP Enter. Servs., LLC, B-410212.2, Jan. 26, 2015, 2015 CPD ¶ 54 at 9. Further, there is no legal requirement that an agency award the highest possible rating, or the maximum point score, under an evaluation factor simply because the proposal contains strengths and/or is not evaluated as having any weaknesses. Archer Western Contractors Ltd., B-403227, B-403227.2, Oct. 1, 2010, 2010 CPD ¶ 262 at 5.

Here, the record demonstrates that the agency reasonably determined that Target Media's proposal warranted a good rating under the technical knowledge and capability subfactor. In evaluating this subfactor, the TET reviewed all of the strengths assigned to Target Media and determined that they "indicated a thorough approach and understanding of the requirements," a description that matched the RFP's definition of a good rating. AR, Tab 5, TET Report, at 7. The SSAC concurred with the TET, finding that "the risk of unsuccessful contract performance is low"--a description that similarly mirrored the RFP's definition for a good rating. AR, Tab 11, SSAC Report, at 12. The SSA, in turn, adopted the SSAC's technical conclusions. AR, Tab 12, Source Selection Decision, at 1. Ultimately, while the agency awarded multiple strengths stemming from Target Media's knowledge and experience, it concluded that its proposal had not demonstrated the exceptional approach and understanding needed to warrant an outstanding rating. MOL at 18.

While Target Media disagrees with the agency's judgment, we find that the agency's determination was reasonable and consistent with the solicitation's evaluation criteria.

Target Media also argues that its proposal should have received a significant strength under the management capability subfactor because its transition plan relied upon [DELETED] and also proposed to [DELETED]. We do not find the agency's evaluation to be unreasonable in this regard. Under the solicitation's evaluation criteria, an offeror's transition plan was to be evaluated based on numerous elements, including how the plan would coordinate communications and obtain agreements with the incumbent contractors and staff to ensure uninterrupted workflow during the transition process. RFP at 86. While the protester's approach of [DELETED] relates to how Target Media would coordinate with incumbent staff to ensure an uninterrupted workflow, we do not find unreasonable the agency's determination that the proposed approach met, but did not exceed, the solicitation's requirements. As noted above, our Office does not reevaluate proposals and, instead, reviews the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. The Mangi Envtl. Group, Inc., supra.

Competitive Prejudice

As discussed above, we find that the Navy's cost realism evaluation did not properly account for the substantial portion of Imagine One's proposed staff that were likely to be hired from outside the current employ of Imagine One or its subcontractor. We also find that the Navy's evaluation of Imagine One's professional employee compensation plan similarly did not examine the rates paid to incumbents or the prevailing market rates to evaluate whether Imagine One's compensation plan reflects a sound management approach and understanding of the contract requirements. A reasonable cost evaluation could result in a change to the evaluated most probable costs or could result in the assessment of additional risks in Imagine One's proposal. In such circumstances, we resolve any doubts regarding prejudice in favor of a protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. Tantus Techs., Inc., B-411608, B-411608.3, Sept. 14, 2015, 2015 CPD ¶ 299 at 13. Accordingly, we find that the protester has established competitive prejudice because a new best-value tradeoff could result in another offeror being selected for award.

RECOMMENDATION

We recommend that the agency perform a proper cost realism evaluation and professional compensation plan evaluation of Imagine One's proposal, and then rely on those evaluations as part of its source selection determination. If, upon reevaluation of proposals, Target Media is determined to offer the best value to the government, the Navy should terminate Imagine One's order for the convenience of the government and issue the order to Target Media if otherwise proper. We also recommend that Target Media be reimbursed the costs of filing and pursuing this protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester's

certified claim for costs detailing the time expended and the costs incurred must be submitted to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f).

The protest is sustained in part and denied in part.

Susan A. Poling
General Counsel