



# Decision

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**Matter of:** Tridentis LLC

**File:** B-417096; B-417096.2; B-417096.3; B-417096.4

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## DIGEST

Protest challenging the agency's evaluation of proposals is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.

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## DECISION

Tridentis, LLC, a small business concern of Alexandria, Virginia, protests the issuance of a task order to Tech-Marine Business, Inc. (TMB), a small business concern of Washington, D.C., under request for proposals (RFP) No. N00164-17-R-3039, issued by the Department of the Navy, Naval Surface Warfare Center, for professional support services to assist the Amphibious Warfare Program Office. The protester challenges the agency's cost, past performance, and technical evaluations, as well as the agency's best-value tradeoff determination.

We deny the protest.

## BACKGROUND

The Navy issued the RFP on March 17, 2017, as a small business set-aside, seeking proposals from firms holding Seaport Enhanced (Seaport-e) Multiple Award Zone 2 (National Capital Zone) indefinite-delivery, indefinite-quantity (IDIQ) contracts. RFP

at 2, 87;<sup>1</sup> Memorandum of Law (MOL) at 1 n.1, 2. The RFP contemplated the issuance of a cost-plus-fixed-fee (CPFF) order with a 1-year base period and four 1-year option periods. RFP at 1, 68.

The RFP sought professional support services in the areas of overarching program management, administrative support, and business and financial management support to assist the Amphibious Warfare Program Office in satisfying both current and future Navy and Marine Corps needs for amphibious warfare. Id. at 8. The Amphibious Warfare Program Office, also known as “PMS 377,” is responsible for the following acquisition programs: the Landing Helicopter Assault Replacement (LHA(R)) Program; the Landing Craft Air Cushion (LCAC) Program; the Landing Craft Utility (LCU) Program; the LCU Replacement Program (LCU 1700); the Ship to Shore Connector (SSC) Program; and the Amphibious Assault Direction System (AADS) Program. Id. at 6.

The RFP notified offerors that the agency would make an award on a best-value tradeoff basis considering the following three evaluation factors, in descending order of importance: technical capability, past performance, and cost/price. Id. at 88, 89. When combined, technical capability and past performance were more important than cost/price. Id. at 89. The RFP indicated, however, that “as competing proposals approach Technical Capability and Past Performance equality, Cost/Price will increase in importance.” Id.

The technical capability factor included three subfactors: (a) technical capabilities and experience, (b) personnel, and (c) management. Id. at 88. The RFP provided that the first two subfactors were of equal importance and were each more important than the management subfactor. Id. Under the technical capability factor, the RFP provided that the agency would assign proposals one of the following adjectival ratings based upon an assessment of strengths and weaknesses: outstanding, good, acceptable, marginal, unacceptable. Id. at 89.

Under the past performance factor, the RFP provided that the agency would consider the recency, relevancy, and quality of an offeror’s past performance, and assign one of the following adjectival ratings: substantial confidence, satisfactory confidence, limited confidence, no confidence, unknown confidence. Id. at 90-91.

Cost was not to be rated or scored. Id. at 89. Rather, the RFP notified offerors that the agency would determine an evaluated cost for each offeror based upon the government’s estimate of the offeror’s most probable cost (MPC). Id. at 93. In determining MPC, the RFP provided that the agency would analyze the following aspects of an offeror’s proposed costs: (1) the reasonableness, realism, and completeness of the cost data; (2) the traceability of the cost to the offeror’s capability

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<sup>1</sup> The agency amended the RFP twice. All citations to the RFP are to the conformed copy included at Tab 1 of the agency report.

data; (3) the proposed allocation of man-hours and labor mix; and (4) the proposed costs' reflection of the offeror's understanding of the complexity and risk of the requirements. Id. Only upward adjustments would be made to unrealistic costs. Id.

In response to the solicitation, the agency received six proposals, including proposals from Tridentis and TMB. Agency Report (AR), Tab 12, Source Selection Decision Document (SSDD), at 2. The following is a summary of the agency's final ratings of the proposals of Tridentis and TMB:

<b>Evaluation Factor</b>	<b>Tridentis</b>	<b>TMB</b>
Technical Capability	Marginal	Outstanding
Past Performance	Satisfactory Confidence	Substantial Confidence
Total Evaluated Cost	\$23,612,630	\$26,419,146

Id.

The evaluation record reflects that the agency assigned Tridentis' proposal a rating of marginal under the technical capability factor due to the assessment of no strengths and 19 weaknesses. Id. at 2-3. The agency concluded that Tridentis' "proposal did not demonstrate an adequate understanding of, and approach to satisfying, the requirements of the solicitation, and that the risk of unsuccessful contract performance would be high." <sup>2</sup> Id. at 3. By contrast, the agency assigned TMB's proposal a rating of outstanding under this factor due to the assessment of 13 strengths and no weaknesses. Id. The agency concluded that TMB's proposal demonstrated "an exceptional approach and understanding of the requirements with a low risk of unsuccessful performance." <sup>3</sup> Id.

Under the past performance factor, the agency assigned Tridentis' proposal a rating of satisfactory confidence based upon the agency's determination that the efforts submitted by Tridentis were somewhat relevant to the requirement here and that Tridentis' performance had been generally satisfactory.<sup>4</sup> AR, Tab 10, Technical Evaluation Report, at 65-66. The agency assigned TMB's proposal a rating of substantial confidence because the agency concluded that the submitted efforts were very relevant to the requirement here and that narratives regarding TMB's performance were "positive." AR, Tab 12, SSDD, at 7.

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<sup>2</sup> The RFP defined "marginal" as "[p]roposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high." RFP at 89.

<sup>3</sup> The RFP defined "outstanding" as "[p]roposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low." RFP at 89.

<sup>4</sup> The RFP defined "satisfactory confidence" as "the Government has a reasonable expectation that the Offeror will successfully perform the required effort." RFP at 91.

Finally, under the cost/price factor, the agency concluded that Tridentis' proposal "posed the greatest cost risk to the Government" and included "less than realistic rates." AR, Tab 11, Cost Evaluation Report, at 6. The Navy's evaluators upwardly adjusted Tridentis' proposed costs by 14.41 percent. Id. at 1. The Navy concluded that, "[i]n all, Tridentis poses significant cost risks." Id. at 6. Regarding TMB's proposed cost, the record reflects that the Navy's evaluators upwardly adjusted its costs by 2.93 percent. Id. at 1.

In the best-value tradeoff decision, the source selection authority (SSA) described the benefits and risks associated with each of the six proposals submitted in response to the solicitation. AR, Tab 12, SSDD, at 8-10. The SSA also performed a comparative analysis of the six proposals. Id. In summarizing his analysis of the proposal submitted by Tridentis, the SSA concluded that, "despite its low [total evaluated price], Tridentis' proposal clearly is not the best value to the Government in light of the very significant technical risks presented by its proposal." Id. at 9. By contrast, the SSA concluded that "TMB's proposal was clearly superior to any competing proposal in overall technical merit, demonstrating an 'outstanding' technical and management approach that will provide substantial benefits to the Government in performance of the contemplated Task Order." Id. at 8. The SSA states that "for the reasons discussed above, I have determined that the significant benefits to the Government resulting from the superior overall technical merit associated with the proposal submitted by TMB, including its anticipated positive impact on program costs and schedule, fully justifies the 11.89% (\$2.8M) premium in [total evaluated price] over the proposal submitted by Tridentis[.]" Id. at 10.

On October 19, 2018, the agency awarded the contract to TMB. AR, Tab 13, Contract; Protest, Exh. A, Unsuccessful Offeror Letter. On October 22, the agency provided a written debriefing to Tridentis, and, on October 30, the agency provided an enhanced debriefing pursuant to Department of Defense Class Deviation 2018-0011. AR, Tab 14, Tridentis Debriefing; Tab 16, Tridentis Enhanced Debriefing. This protest followed on November 5.<sup>5</sup>

On November 8, Tridentis filed a "Consolidated Amended and Supplemental Protest," which we docketed as B-417096.2. The protester represented that this version of its protest "supersedes" the initial protest and that "GAO and the parties may refer to [this version] exclusively going forward." Electronic Protest Docketing System (EPDS) Docket Entry No. 9. For this reason, all references to the protest in our decision are to the amended version filed on November 8.

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<sup>5</sup> The awarded value of the task order at issue here exceeds \$25 million. Accordingly, this procurement falls within our jurisdiction to hear protests related to the issuance of orders under Department of Defense multiple-award IDIQ contracts. 10 U.S.C. § 2304c(e); Parsons Gov't Servs., Inc., B-416771 et al., Dec. 12, 2018, 2018 CPD ¶ 425 at 3 n.3.

## DISCUSSION

Tridentis challenges Navy's cost, past performance, and technical evaluations, as well as the agency's best-value tradeoff determination. In challenging the agency's cost evaluation, Tridentis objects to three adjustments made by the agency to Tridentis' proposed costs. In challenging the agency's past performance evaluation, Tridentis argues that the Navy failed to contact one of Tridentis' references. In challenging the agency's technical evaluation, Tridentis contends that its proposal merited the assignment of 11 "missing" strengths, that 14 of the 19 weaknesses assigned to its proposal were unreasonable and unwarranted, and that the agency evaluated proposals unequally. Finally, Tridentis challenges the Navy's best-value tradeoff determination, alleging that the evaluation flaws render the Navy's source selection decision inherently irrational. For the following reasons, we find no basis upon which to sustain the protest.<sup>6</sup>

### Cost Evaluation

In challenging the Navy's cost realism evaluation, Tridentis objects to the upward adjustments of the following three categories of rates: (a) the proposed direct labor rates for 10 positions to be filled by employees designated by Tridentis as "to be determined," (b) the proposed direct labor rates for four positions currently filled by Tridentis employees, and (c) the proposed escalation rate.<sup>7</sup> Protest at 20-25. Tridentis argues that, had the Navy performed a reasonable cost realism analysis, Tridentis' evaluated cost would have been approximately \$3 million lower than the figure upon which the Navy relied in its best-value tradeoff determination, and 28 percent lower than TMB's evaluated cost. Id. at 25. Tridentis asserts that such a cost advantage vis-à-vis the awardee may have resulted in a different source selection decision. Id. at 20.

When an agency evaluates a proposal for the award of a cost-reimbursement contract, an offeror's proposed costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. Federal Acquisition Regulation (FAR) §§ 15.305(a)(1), 15.404-1(d); AdvanceMed Corp., B-414373, May 25, 2017, 2017 CPD ¶ 160 at 5-6 (applying FAR part 15 cost realism standards in a FAR part 16 task order procurement). Consequently, an agency 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 § 15.404-1(d)(1); AdvanceMed Corp., supra. Based upon the results of the cost realism analysis, an offeror's proposed costs should be adjusted when appropriate. FAR § 15.404-1(d)(2)(ii); Wisconsin

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<sup>6</sup> Tridentis raises other collateral arguments. Although our decision does not specifically address every argument, we have considered all of the protester's arguments and find that they do not provide a basis upon which to sustain the protest.

<sup>7</sup> Tridentis claims these adjustments totaled \$2,365,937, \$301,481, and \$428,285, respectively. Protest at 22, 24, 25.

Physicians Serv. Ins. Corp., B-401068.14, B-401068.15, Jan. 16, 2013, 2013 CPD ¶ 34 at 18. We review an agency's judgments in this area to ensure they are reasonably based and adequately documented. DynCorp Int'l LLC, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 8.

Based upon our review of the record, we find all three adjustments made by the Navy to be reasonable. In this regard, the record reflects that Tridentis failed to provide adequate supporting documentation for its proposed rates, as required by the solicitation. As a representative example, we discuss the Navy's adjustment of the direct rates for the positions to be filled by employees designated by Tridentis as "to be determined." The parties refer to these positions as the "TBD positions" and we likewise adopt this nomenclature. Due to the amount of this adjustment, which totaled \$2,365,937, Tridentis refers to this adjustment as the most "impactful" adjustment. Protest at 22.

Tridentis' proposed rates for the 10 TBD positions were set forth in its cost summary spreadsheet. AR, Tab 9b, Cost Summary Spreadsheet. In its protest, Tridentis represents that its proposed rates for these positions were based upon the agreed-upon rates of personnel in the same labor categories who had already signed letters of intent. Protest at 23.

The record reflects that the Navy upwardly adjusted these rates to the independent government estimate (IGE) rates. AR, Tab 11, Cost Evaluation Report, at 81. The agency explains that it adjusted the rates because Tridentis failed to provide the cost data and analysis required by the RFP to support its proposed labor rates for the TBD positions. MOL at 16. Moreover, the Navy argues that, to the extent Tridentis' proposed rates for these positions were based upon the rates of personnel who had signed letters of intent, there is no indication whatsoever in Tridentis' proposal to this effect. Id. at 18.

We see no error in the Navy's adjustment of the rates for the TBD positions. Section L of the RFP provided, in pertinent part, as follows:

The Cost Proposal shall reflect actual labor rates expected to be expended in performing the proposed [task order]. . . . If there is no payroll data available for one (1) or more of the individuals proposed or the individual is not yet known, Offerors shall provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied.

RFP at 83 (emphasis added). Accordingly, per the terms of the RFP, offerors were required to justify their proposed rates for positions in which an employee was not yet known, such as the TBD positions here, by providing (1) payroll data for a comparable position and (2) a brief analysis explaining the similarity between the two positions. Tridentis failed to do so. The record reflects that Tridentis' proposal is devoid of any such supporting data and analysis. Accordingly, we find nothing objectionable in the

Navy's decision to upwardly adjust Tridentis' rates. See Wisconsin Physicians Serv. Ins. Corp., supra, at 19-20 (denying challenge to agency's upward adjustment of costs where protester failed to provide the supporting information required in the solicitation).

Moreover, to the extent Tridentis' claims that its proposed rates for the TBD positions were supported by the letters of intent submitted to support rates for different positions, we find its claim unavailing. As the agency correctly notes, MOL at 18, there is no language in Tridentis' proposal to support such a claim. To the contrary, Tridentis' cost proposal is entirely silent regarding its basis for the TBD position rates. Thus, although Tridentis complains that the Navy mechanically adjusted its proposed rates to the IGE rates, our Office has consistently explained that an agency may reasonably adjust an offeror's proposed rates where the offeror--as here--fails to provide adequate detail to support its rates, and where the agency relies on reasonable sources of data to support its adjustments.<sup>8</sup> Oasis Sys., LLC; Quantech Servs., Inc., B-408227.10 et al., Apr. 28, 2016, 2016 CPD ¶ 124 at 8; Abacus Tech. Corp., B-412375, B-412375.3, Jan. 28, 2016, 2016 CPD ¶ 50 at 5; Science Applications Int'l Corp., Inc., B-408270, B-408270.2, Aug. 5, 2013, 2013 CPD ¶ 189 at 6-7. In this regard, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allow a meaningful review by the procuring agency. Abacus Tech. Corp., supra, at 8.

#### Past Performance Evaluation

Next, Tridentis challenges the Navy's past performance evaluation, asserting that the Navy inexplicably failed to contact one of Tridentis' past performance references. Protest at 2, 40-41. Tridentis claims that had the Navy contacted the reference, the Navy would have been informed that Tridentis' performance of the contract is outstanding, id. at 40, thus increasing the likelihood that Tridentis' past performance would have received a substantial confidence rating in the procurement here. id. at 41.

In its response to the protest allegations, the Navy contends that the RFP permitted the agency to limit the number of references it elected to contact. MOL at 38. The Navy further argues that it reasonably decided not to contact the specific reference in question because the Navy found the proposed effort to be only "somewhat relevant" to the requirement here. id. at 38-39. Based upon our review of the record, we find no basis upon which to sustain Tridentis' challenge.

An agency's evaluation of past performance, which includes its consideration of the recency, relevancy, and quality of an offeror's performance history, is a matter of discretion that we will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation, or undocumented. See GiaCare and MedTrust JV, LLC, B-407966.4, Nov. 2, 2016, 2016 CPD ¶ 321 at 17. The evaluation of past

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<sup>8</sup> Tridentis does not challenge the agency's IGE rates or otherwise contend that the IGE is not a reasonable source of data to support the Navy's adjustments.

performance, by its very nature, is subjective; we will not substitute our judgment for reasonably based evaluation ratings, and an offeror's disagreement with an agency's evaluation judgments, without more, does not demonstrate that those judgments are unreasonable. Id.

Here, the RFP required offerors to provide three past performance references. RFP at 80. Offerors with "significant subcontractors," defined as 10 percent or more of the total cost, were required to provide an additional past performance reference for each significant subcontractor. Id. Relevant here, the RFP provided that "[t]he Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror." Id.

Tridentis submitted three past performance references for itself and one for its proposed subcontractor. AR, Tab 7, Tridentis Proposal, Vol. IV, at 2. The reference in question pertains to a contract through which Tridentis provides engineering and technical support services to the United States Coast Guard's In-Service Vessel Sustainment Program Office. Id. at 3-4. The Navy concluded that this effort was only "somewhat relevant" to the requirement here.<sup>9</sup> AR, Tab 10, Technical Evaluation Report, at 65. The Navy reached this conclusion because it determined the effort to be relevant to only some of the solicitation's tasks. Id. Moreover, the Navy determined that the dollar value of the prior effort was less than one tenth the value of the current requirement. Id. Finally, the Navy noted that the prior effort was a fixed-price contract, whereas the requirement here will be performed on a CPFF basis. Id. For these reasons, the Navy concluded that the prior effort was somewhat relevant. Having concluded the effort was only somewhat relevant, the Navy decided not to contact the reference.

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<sup>9</sup> In establishing what efforts would be considered relevant for this procurement, the RFP provided, as follows:

Consideration is given to those aspects of an Offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the Offeror will successfully satisfy the current requirement. Common aspects of Relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of Key Personnel (for services), and extent of subcontracting/teaming.

RFP at 90. The RFP defined a rating of "somewhat relevant" as describing an effort involving "some" of the same scope, magnitude of effort, and complexities that the effort here requires. Id. Ratings of "relevant" or "very relevant" required findings that the effort involved "much" or "essentially the same" scope, magnitude of effort, and complexities, respectively. Id.

Importantly, in its protest, Tridentis does not challenge, with any specificity, the agency's assessment of this effort as somewhat relevant.<sup>10</sup> Rather, the crux of its challenge is that the agency was required to contact all of its past performance references. Protest at 40-41; First Supp. Protest and Comments at 30-31. We disagree.

As an initial matter, there is no requirement that an agency contact all of an offeror's references. Government and Military Certification Sys., Inc., B-414740.5, Dec. 19, 2017, 2017 CPD ¶ 387 at 6; OMV Med., Inc.; Saratoga Med. Ctr., Inc., B-281387 et al., Feb. 3, 1999, 99-1 CPD ¶ 52 at 4. This is especially true where--as here--the RFP permitted the agency to limit the number of references it elected to contact. RFP at 80. Here, the agency decided not to contact the reference in question after concluding that the prior effort was only somewhat relevant to the current requirement. Tridentis fails to provide any basis for us to question the agency's decision in this regard. In fact, in its comments on the agency report, Tridentis does not respond at all to the agency's contentions that it was permitted to limit the number of references it contacted. See First Supp. Protest and Comments at 30-31. Nor does Tridentis claim that it was unreasonable for the agency to have elected not to contact the reference in question because the effort was determined to be only somewhat relevant. Id. Accordingly, we consider Tridentis to have abandoned these arguments. 22<sup>nd</sup> Century Techs., Inc., supra.

Instead, Tridentis argues in its comments, that, having failed to contact a reference who allegedly would have provided positive feedback regarding Tridentis' performance, the Navy "had no reasonable basis" to contact a reference submitted by Tridentis for its proposed subcontractor--a reference who allegedly provided negative feedback regarding the subcontractor's performance. First Supp. Protest and Comments at 31. Tridentis contends that the Navy's selective contacting of references was arbitrary and prejudicial. Protest at 41. Tridentis' argument is factually unsupported by the record and meritless.

The record does not show that the agency contacted the reference supplied by Tridentis in its proposal. To the contrary, the record shows that one of the members of the past performance evaluation team served as the contracting officer's representative for the subcontractor effort in question. See AR, Tab 10, Technical Evaluation Report, at 66. Through discussions with this individual, not through the reference supplied by Tridentis in its proposal, the agency evaluators learned that "there are known issues with respect to the quality of [the subcontractor's] performance." Id. at 67. We find the agency's

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<sup>10</sup> To the extent Tridentis' protest could be construed to have challenged the agency's assessment of the relevancy of this effort, see generally Protest at 40, we note that the agency in its report responded to this argument, MOL at 38-40, and Tridentis' comments on the report failed to address the agency's response. First Supp. Protest and Comments at 30-31. Accordingly, to the extent this argument may have been raised in the first instance, we consider Tridentis to have abandoned it. 22<sup>nd</sup> Century Techs., Inc., B-412547 et al., Mar. 18, 2016, 2016 CPD ¶ 93 at 10.

consideration of this information to be consistent with the RFP, which expressly permitted the agency evaluators to consider “information obtained from sources other than those identified by the Offeror,” including information from any individual “who may have relevant information.” RFP at 93. In any event, having submitted the subcontractor’s effort for the agency’s consideration, Tridentis cannot now claim that the agency should ignore the effort because the subcontractor’s performance was problematic.

In sum, we find the agency’s evaluation of Tridentis’ past performance to be reasonable and consistent with the terms of the solicitation. Accordingly, we deny this ground.

### Technical Evaluation

Finally, Tridentis challenges the Navy’s technical evaluation, arguing that its proposal should have been rated more favorably under the technical capability factor. Protest at 1-2. As explained above, the agency assigned Tridentis’ proposal a rating of marginal under the technical capability factor due to the assessment of no strengths and 19 weaknesses. AR, Tab 12, SSDD, at 2-3. The agency concluded that Tridentis’ “proposal did not demonstrate an adequate understanding of, and approach to satisfying, the requirements of the solicitation, and that the risk of unsuccessful contract performance would be high.” Id. at 3.

Tridentis challenges nearly every aspect of the Navy’s evaluation of its proposal under the technical capability factor. In this regard, Tridentis alleges that the Navy failed to credit its proposal with 11 strengths and/or key discriminators. See e.g., Protest at 25-30. Tridentis also alleges that 14 of the 19 weaknesses assigned to its proposal were unreasonable. See e.g., id. at 30-40. Finally, Tridentis raises 18 separate allegations of disparate treatment. First Supp. Protest at 21-25, 29-30; Second Supp. Protest at 10-20. For the following reasons, Tridentis’ challenge to the agency’s technical evaluation is denied.<sup>11</sup>

It is well-established that the evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the discretion of the contracting agency. Parsons Gov’t Servs., Inc., supra, at 3. In reviewing protests challenging an agency’s evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we

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<sup>11</sup> For the record, Tridentis also raises numerous allegations of disparate treatment. Where a protester alleges unequal treatment in an evaluation, we will review the record to determine whether the differences in ratings reasonably stem from differences in the proposals. Spatial Front, Inc., B-416753, B-416753.2, Dec. 10, 2018, 2018 CPD ¶ 417 at 13. Although we do not discuss the proposals in details here, we have reviewed the agency’s evaluation in this regard and conclude that differences in the Navy’s evaluation of proposals were a result of differences in the offerors’ proposals. Thus, we deny this ground.

review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. Id. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. Id.

### "Missing" Strengths

Tridentis claims that the Navy failed to credit its proposal with 11 strengths and/or key discriminators.<sup>12</sup> Protest at 25-30; First Supp. Protest and Comments at 26-30. The RFP defined a strength as "an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during [task order] performance." RFP at 89. Tridentis claims that its proposal contained numerous "areas of merit," warranting the assignment of a strength. First Supp. Protest and Comments at 26.

As an initial matter, we find that Tridentis has abandoned its arguments with respect to those strengths identified in its protest as strengths nos. 6 through 10. Protest at 27-28. We note that the agency in its report responded to Tridentis' arguments regarding these five alleged missing strengths. MOL at 24; AR, Tab 18, Decl. of Technical Evaluation Team Chairperson (herein after Technical Chairperson), at 3-4. In its comments on the report, Tridentis failed to address the agency's response. See generally First Supp. Protest and Comments at 26-30. Accordingly, we consider Tridentis to have abandoned its arguments with respect to these five alleged strengths. 22<sup>nd</sup> Century Techs., Inc., supra.

Regarding the remaining alleged strengths, although we discuss only a few representative examples below, we have reviewed each of the protester's arguments, and find no basis to sustain the protest. Rather, the record demonstrates that the agency's evaluation was reasonable, adequately documented, and in accordance with the terms of the RFP.

For example, Tridentis points out that it offers a "small team," consisting of Tridentis and one subcontractor. Protest at 28. According to Tridentis, a small team, with a "flat organizational structure, . . . increases flexibility, reduces coordination issues and simplifies communication." Id. Tridentis claims that this aspect of its proposal sets its proposal apart from TMB's proposal. Id.

In response, the agency explains that the acquisition was set aside for small businesses and argues that small teams with flat organizational structures are an inherent feature of

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<sup>12</sup> We note that, in challenging the weaknesses assigned to its proposal, Tridentis also alleges that, in some instances, the agency should have assigned a strength in lieu of a weakness. See e.g., Protest 33 (alleging that "Tridentis' experience with [Acquisition Category I and II] programs plainly should be a Strength, not a Weakness"). Thus, the number of strengths Tridentis believes its proposal warranted is even greater.

small businesses. MOL at 23; AR, Tab 18, Decl. of Technical Chairperson, at 1. The Technical Chairperson explains that multiple offerors' proposals featured small, flat organizations and that no offeror received a strength for this aspect of its proposal. AR, Tab 18, Decl. of Technical Chairperson, at 10.

We find the agency's conclusions unobjectionable and supported by the record. For example, the record shows that TMB also proposed a relatively small team, consisting of itself and three subcontractors. See TMB's Proposal, Vol. I, at 2.<sup>13</sup> Moreover, to facilitate coordination, TMB proposed to co-locate all of "Team TMB" staff, including subcontractor staff, in one centralized location. Id. Although Tridentis may believe that a small, flat team consisting of two entities provides a measurable advantage over a small, flat team consisting of four entities, such disagreement, without more, is insufficient to demonstrate that the agency's subjective judgement is unreasonable. Crowder Constr. Co., B-411928, Oct. 8, 2015, 2015 CPD ¶ 313 at 8. Accordingly, we deny this ground.

As a second representative example, Tridentis touts its experience with [DELETED], which the Tridentis Team developed and maintains and which the agency uses for some budgetary functions. Protest at 29; AR, Tab 18, Decl. of Technical Chairperson, at 2. In its proposal, Tridentis offered the agency "[DELETED]," which it claims to be "a unique value added strength that only the Tridentis Team can offer." AR, Tab 4, Tridentis Proposal, Vol. I, at 18-19; Protest at 29.

In response, the Technical Chairperson explains that the agency evaluators did not consider this aspect to be a strength because the offered "[DELETED]" support is essentially equivalent to help desk level support, which the [DELETED] already provides to all users.<sup>14</sup> AR, Tab 18, Decl. of Technical Chairperson, at 2. In other words, the agency concluded that Tridentis offered a service that the agency already possessed through other means. Accordingly, the agency did not assign Tridentis' proposal a strength for its offer of [DELETED].

We find the agency's assessment to be reasonable. As explained above, the RFP defined a strength as "an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during [task order] performance." RFP at 89 (emphasis added). Because the agency concluded that this aspect of Tridentis' proposal offered no value added, we find the agency's failure to assign a strength for this aspect of Tridentis' proposal to be without error.

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<sup>13</sup> TMB's proposal was not assigned a tab in the agency report.

<sup>14</sup> Tridentis does not dispute the Technical Chairperson's explanation in this regard. See First Supp. Protest and Comments at 28.

In conclusion, we find the agency's failure to assign "missing" strengths to Tridentis' proposal under the technical capability factor was reasonable, adequately documented, and in accordance with the terms of the RFP. Tridentis' allegations in this regard are denied.

### Weaknesses

In addition to challenging the agency's failure to assign "missing" strengths, Tridentis also challenges 14 of the 19 weaknesses assigned to its proposal under the technical capability factor. Protest at 30-40. These weaknesses were assigned under all three subfactors of the technical capability factor. AR, Tab 10, Technical Evaluation Report, at 55-64. We find no basis to question the majority of the agency's evaluated weaknesses.<sup>15</sup> We address one representative example below.

Tridentis challenges the Navy's conclusion that its proposal did not discuss a viable strategy for contract integration, as required by the solicitation. Protest at 38-40. In this respect, the RFP required offerors to "[p]rovide specific details" regarding "their strategy to provide seamless, cohesive integration of Program Management, Administrative, and [Business and Financial Management] across the varying Task Areas and among small and large businesses across all three (3) PMS 377 procurements[.]" RFP at 78.

To meet this requirement, Tridentis proposed, in pertinent part, as follows:

Our goal is to help PMS 377 succeed, and meeting this goal requires contractors who are willing to work together, even if they work on different contracts and are typically competitors. The Tridentis Team is currently an incumbent on this contract providing support to PMS 377. We have the unique ability and understanding of how to integrate our team with all of the PMS 377 contracts on Day One. Additionally, Tridentis currently provides engineering and [project management] support to PMS 317, giving us excellent insight into the Amphibious, Auxiliary, and Sealift Office at PEO Ships. While supporting PMS 317, we have become experts in the structure of PEO Ships, and have developed strong working relationships with PEO Ships and other directorates within Naval Sea Systems

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<sup>15</sup> As set forth above, we find that the Navy's cumulative evaluation was reasonable. We note, however, that even if Tridentis were to prevail on a few of its arguments pertaining to the weaknesses assigned to its proposal, the protester could not reasonably establish competitive prejudice. Competitive prejudice is an essential element of any viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably were improper. Protection Strategies, Inc., B-416635, Nov. 1, 2018, 2018 CPD ¶ 33 at 8 n.3. In this regard, the presence of the several remaining weaknesses would still support the agency's ultimate evaluation determinations. Id.

Command (NAVSEA). Our relationships with NAVSEA and PEO Ships are a value-added benefit of selecting the Tridentis Team.

AR, Tab 6, Tridentis Proposal, Vol. III, at 6.

The Navy assigned Tridentis' proposal a weakness for its proposed contract integration approach, concluding that "[b]eyond inserting general language from the Solicitation . . . Tridentis does not elaborate further with respect to an actual, viable strategy to achieve successful contract integration." AR, Tab 10, Technical Evaluation Report, at 63. The Navy concluded that the proposal's "lack[] of adequate content" did not meet the requirements of the solicitation. Id.

In its protest, Tridentis asserts that the Navy "failed to acknowledge that Tridentis' proposal contains a detailed organizational chart that will help Tridentis integrate more effectively," and that the Navy "ignore[d] the fact that Tridentis' team features an incumbent contractor whose experience will be instrumental to integration." Protest at 39.

In response, the Navy argues that Tridentis' proposal provided few details--if any--regarding its approach to provide seamless, cohesive integration of support across all three PMS 377 support service contracts. MOL at 37. For instance, the Navy argues that Tridentis' statement that contract integration "requires contractors who are willing to work together" does not constitute a strategy. Id. The Navy maintains that Tridentis' proposal failed to elaborate or discuss any form of contract integration strategy.

We find the agency's conclusion to be reasonable. The RFP required offerors to "provide specific details" regarding their strategy for contract integration. Although Tridentis highlights its incumbent status, e.g., AR, Tab 6, Tridentis Proposal, Vol. III, at 6 (explaining that it "is currently an incumbent" and that it "currently provides engineering and [project management] support"), its proposal fails to set forth details regarding its strategy. Moreover, Tridentis touts its understanding of and ability to provide contract integration without providing any details on its strategy to do so. See e.g., id. (contending that Tridentis has "the unique ability and understanding of how to integrate our team with all of the PMS 377 contracts on Day One"). For these reasons, we conclude that the agency's evaluation was reasonable.

The protest is denied.

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General Counsel