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Decision

Matter of: Adapt Forward, LLC

File: B-424006

Date: February 18, 2026

Lewis P. Rhodes, Esq., and Thomas K. David, Esq., Reston Law Group, LLP, for the protester.

Paul Hawkins, Esq., and Callie M. Loveland, Esq., Gentry Locke, for 3ReSen, LLC, the intervenor.

Scott J. McGuigan, Esq., and Christian J. Flask, Esq., Department of the Navy, for the agency.

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

DIGEST

1. Protest that the agency unreasonably evaluated the awardee's technical proposal is denied where the record demonstrates that the evaluation was reasonable and consistent with the solicitation.

2. Allegation that the agency unreasonably determined that the awardee's proposal provided a contract reference for the prime contractor is denied where the record demonstrates that the evaluation was consistent with the solicitation and procurement law and regulation.

DECISION

Adapt Forward, LLC, of Charleston, South Carolina, protests the issuance of a task order to 3ReSen, LLC,¹ of Mechanicsville, Virginia, under request for proposals (RFP) No. N6523624R30260004, issued by the Department of the Navy, to support the Naval Information Warfare Center (NIWC) Atlantic's Cybersecurity Service Provider (CSSP)

¹ 3ReSen, LLC, is a joint venture, approved under the Small Business Administration's (SBA) mentor-protégé program, between Sentar, Inc. (mentor partner) and 3 Reasons Consulting, LLC (protégé partner). First Supp. Agency Report (AR), Exh. B, Awardee Technical Proposal at 8.

team. The protester--the incumbent contractor--asserts that the agency unreasonably evaluated the awardee's technical proposal.

We deny the protest.

BACKGROUND

The Navy issued the solicitation on March 3, 2025, as a small business set-aside pursuant to Federal Acquisition Regulation (FAR) subpart 16.5, seeking proposals from holders of the Navy's seaport-next generation (SeaPort-NxG) indefinite-delivery, indefinite-quantity (IDIQ) multiple award contract. AR, Tab 4, RFP amend. 0004 (RFP) at 141. The RFP advised offerors that the Navy would issue a cost-plus-fixed-fee/level of effort task order to the offeror whose proposal, conforming to the solicitation, was determined to be technically superior and whose price was determined to be fair and reasonable based on a cost/price analysis. *Id.* at 4, 141. The two non-cost evaluation factors were technical capability and staffing plan; the technical capability factor was significantly more important than the staffing plan factor. *Id.* at 141. There was no tradeoff between the non-cost factors and cost/price. *Id.*

Under the technical capability factor, the RFP advised offerors that the Navy would evaluate offerors' corporate experience under four subfactors: managing of network architecture, identifying and reporting cyber events, customization of security incident and event management (SIEM) tools, and purple teaming.² *Id.* at 143-144. Offerors were required to "submit data on current contracts performed by the offeror and each proposed significant subcontractor (if applicable) for efforts relevant to the requirements of this RFP." *Id.* at 134. The RFP reiterated: "*At least one (1) current and relevant contract reference shall be submitted by the prime contractor and each significant subcontractor[,]*" up to a total of no more than five references. *Id.* The RFP defined current as performed within 5 years of the date of solicitation issuance; relevant was defined as "similar to the requirements of this RFP." *Id.*

As relevant to this protest, the RFP contained the following evaluation criteria under the managing of network architecture subfactor:

Subfactor A1: Managing of Network Architecture

Demonstrate experience directly supporting a Cyber Security Service Provider (CSSP) that provides concurrent support to five (5) or more CSSP Subscribers. The offeror shall provide the following information for all supported subscribers:

1. Dates of support

² Purple teaming is a collaborative cybersecurity approach where offensive (red) and defensive (blue) teams work together, rather than in isolation, to improve an organization's security posture. See RFP at 26.

2. The name of the supported CSSP subscriber(s)
3. Identify tool suites used to monitor the network architectures
4. Identify the type of network architecture being monitored

For purposes of this subfactor, the definition of ‘Subscriber’ is as follows: an organization or entity that has entered into a formal agreement to receive cybersecurity services, support, and/or protection from a Provider.

Id. at 134.

The RFP advised offerors that the agency’s evaluation would be “based on the information provided by the offeror and submitted with its proposal (see Section L of the request for proposal for instructions about the preparation of information).” *Id.* at 145. Under section L, offerors were required to submit two reference information sheets provided as attachments 1A and 1B to the RFP. *Id.* at 134. The agency would evaluate and assign adjectival ratings of outstanding, good, acceptable, marginal or unacceptable³ to the subfactors, and those ratings would be rolled into an overall technical capability factor rating. *Id.* at 142, 145. A proposal receiving a rating of unacceptable under any non-cost factor or subfactor would be ineligible for award. *Id.* at 143.

Under the staffing plan factor, which is not at issue in this protest, offerors were required to propose a staffing plan matrix in accordance with the Microsoft Excel format provided in RFP attachment 7, staffing plan matrix. *Id.* at 135. The agency would evaluate the proposed staffing plan matrix to confirm the proposed individuals, labor categories, labor hours, location, and site shown in the matrix match those provided in the prime and subcontractor pricing models. *Id.*

Regarding the cost/price factor, the RFP advised offerors that “[c]ost proposals will be evaluated in accordance with the criteria in FAR 15.404-1” and that “[t]he Government may limit its cost and price analysis (including cost realism) to the technically superior proposal.” *Id.* at 146. The evaluation of cost/price is not at issue.

The Navy received proposals from seven firms, including the protester and the awardee. AR, Tab 5, Selection Evaluation Board (SEB) Report at 4. The awardee submitted four contract references, including one--contract reference 3 (CR3)--for Sentar, Inc., the awardee’s mentor partner for its joint venture. See First Supp. AR, Exh. 3, Sentar, Inc., Contract Reference at 13. The awardee’s proposal represented that:

Sentar’s [Defense Health Agency (DHA)] Cybersecurity Operations Center (CyOC) CSSP support spanned the [medical community of interest (Med-

³ The RFP defined an unacceptable proposal as one that “does not meet requirements of the solicitation and thus, contains one or more deficiencies[; p]roposal is unawardable.” *Id.* at 142.

COI)] and [DHS Network (DHAN)], encompassing 132 Medical Treatment Facility enclaves, Program Management Offices, and Program Executive Officer [Defense Health Management Systems Modernization (DHMSM)], and 750,000+ endpoints, tailoring services through separately negotiated CSSP service enhancements defined under the DHA NIWC super statement of work.

Id. at 13.

The awardee's reference included all information required by the solicitation under the managing of network architecture subfactor of the technical capability factor, including: the dates of support, the names of the five or more CSSP subscribers supported, the tools used to monitor the network architecture, and the type of network architecture being monitored. *Id.*; see RFP at 134. In addition, the awardee's proposal included the required reference information sheets--solicitation attachments 1A and 1B. See First Supp. AR, Exh. B, Awardee Technical Capability Proposal.

The agency assigned Adapt Forward's proposal ratings of outstanding under all four technical capability subfactors, outstanding under the technical capability factor overall, and good under the staffing plan. AR, Tab 5, SEB Report at 9. 3ReSen's proposal was more highly rated, however, receiving ratings of outstanding under each of the four technical capability subfactors, outstanding under the technical capability factor overall, and a rating of outstanding under the staffing plan factor. *Id.* 3ReSen's proposal was the most highly rated of all proposals, and Adapt Forward's was the next most highly rated. *Id.* Adapt Forward's total proposed cost of \$262,896,057 was higher than 3ReSen's total proposed cost of \$232,576,002. AR, Tab 8, Source Selection Document (SSD) at 5.

The agency determined that the awardee's price was reasonable based on a comparison of 3ReSen's total estimated cost/price to the independent government estimate (IGE). AR, Tab 8, SSD at 39. 3ReSen's total estimated price of \$232,576,002 was \$77,426,074 lower than the IGE total estimated price of \$310,002,076. *Id.* Additionally, the Navy determined through an analysis of 3ReSen's other than certified cost or pricing data that each cost element was fair and reasonable. *Id.*

Because the RFP specified that the Navy would issue the task order to the highest technically rated proposal with a reasonable cost, the source selection authority (SSA) determined that 3ReSen's proposal represented the best value to the agency, *id.* at 40, and the SSA selected 3ReSen for task order issuance.⁴ AR, Tab 9, Business

⁴ Importantly, the SSA looked behind the technical capability subfactor ratings and, for example, found 3ReSen's proposal superior to Adapt Forward's under the managing of network architecture subfactor, notwithstanding that the agency evaluated both proposals as outstanding. See AR, Tab 8, at 7-8 (finding that 3ReSen's proposal was
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Clearance Memorandum at 2. After receiving a debriefing on November 17, 2025, the protester filed this protest with our Office.⁵ AR, Tab 3, Notice of Unsuccessful Offer and Post Award Debriefing.

DISCUSSION

Adapt Forward challenges as unreasonable the Navy's evaluation of the awardee's technical proposal. Specifically, the protester argues that the agency unreasonably evaluated the awardee's corporate experience under the technical capability factor by improperly finding one of the awardee's contract references relevant. Adapt Forward also contends that the awardee's proposal should have been rejected because it did not include a contract reference for the prime contractor as required by the RFP. In this regard, the protester argues that the reference submitted by the awardee for one of its joint venture partners could not reasonably satisfy the prime contractor experience requirement. As explained below, we deny the first allegation because the record demonstrates that the evaluation was reasonable and consistent with the solicitation. We deny the second allegation because the record reflects that the experience provided by one of the joint venture partners satisfied the pertinent RFP requirement.⁶

"clearly technically superior" to Adapt Forward's; both proposals received a significant strength for the offerors' experience meeting the subfactor requirements, and 3ReSen's proposal received two strengths for implementing automation and process improvements across CSSP environments and for demonstrating experience in developing and delivering targeted training to enhance cybersecurity with CSSPs).

⁵ The value of the task order is over \$200 million and therefore is within our jurisdiction to review protests related to the issuance of orders exceeding \$35 million under multiple-award IDIQ contracts issued under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

⁶ The protester asserted that the awardee's staffing plan contained a material misrepresentation based, in large part, on the awardee's attempts--after task order issuance--to hire incumbent staff. Comments and Supp. Protest at 7-8. The agency provided a thorough defense of its allegation, arguing that post-award efforts to recruit incumbent staff do not establish a material misrepresentation. Supp. AR at 8, *citing Systems Plus, Inc.*, B-415559; B-415559.2, Jan. 12, 2018; *Xenith Group, LLC*, B-420706, July 14, 2022. Because the protester failed to respond to the agency's defense of its evaluation, see Supp. Comments, we consider this allegation abandoned. *Avionic Instruments LLC*, B-418604.3, May 5, 2021, at 6. Other allegations were similarly abandoned. See Supp. Comments.

Also, the protester asserted that the agency improperly calculated the awardee's "Monthly Market Basket price" and that the agency "looked away from the higher priced [contract line items] contained in the quotes submitted by the large business offerors but placed Adapt Forward's price quote under a more stringent and contrasting lens."

Comments and Supp. Protest at 8-9. The agency's claim that these allegations are unrelated to the protested procurement went unchallenged by the protester. Supp. AR

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Evaluation of Relevance of Awardee's Contract Reference--CR3

The protester contends that the required contract reference submitted by 3ReSen as the prime contractor in support of the awardee's corporate experience under the technical approach factor should have been evaluated as not relevant because the solicitation required offerors to demonstrate support of a CSSP provider and the requirement for the awardee's reference was, instead, in support of a CSSP subscriber.⁷ Comments and Supp. Protest at 3. The Navy contends that its evaluation was reasonable. Supp. AR, exh. 2, SEB Chairperson Statement at 4.

The task order competition here was conducted among SeaPort-NxG contract holders pursuant to the IDIQ task order provisions of FAR subpart 16.5. In reviewing protests of awards in task order competitions, we do not reevaluate proposals but examine the record to determine whether the evaluations and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations, adequately documented, and treat all offerors or vendors equally. *Sparksoft Corp.*, B-420944.4, June 2, 2023, at 5. A protester's disagreement with the agency's judgment regarding the evaluation of proposals, without more, is not sufficient to establish that the agency acted unreasonably. *Id.* Agency evaluators may reasonably use their personal knowledge to determine whether an offeror's corporate experience met or exceeded the requirement of the solicitation. *Mindpetal Software Sols., Inc.*, B-420070, B-420070.2, Nov. 18, 2021, at 6.

As noted above, the RFP advised offerors that, under the technical capability factor, the Navy would evaluate offerors' corporate experience under four subfactors: managing of network architecture, identifying and reporting cyber events, customization of SIEM tools, and purple teaming. RFP at 143-144. Under the managing of network architecture subfactor, offerors were to demonstrate "experience directly supporting a Cyber Security Service Provider (CSSP) that provides concurrent support to five (5) or more CSSP Subscribers." *Id.* at 143.

As relevant here, the CR3 experience reference is generally referred to as the DHA contract. See First Supp. Document Prod., exh. B, Awardee Technical Proposal at 13 (describing the contract as "Sentar's DHA Cybersecurity Operations Center (CyOC) CSSP support" contract). Adapt Forward contends that because DHA is not a CSSP,

at 12; see Supp. Comments. Whether addressed or not, we considered all the protester's allegations and found none meritorious.

⁷ Adapt Forward claims that the Department of Defense (DOD) draws a distinction between a company acting as a DOD component subscriber in internal cyber organizations and a CSSP provider, which delivers actual CSSP services. Protest at 9. A subscriber, the protester explains, enters into a formal agreement to receive cybersecurity services, support, or protection from a provider. *Id.*

work performed under the DHA contract is not directly supporting a CSSP.⁸ Comments and Supp. Protest at 3.

In response, the agency provided a statement from the SEB Chair, who has been a program manager within NIWC Atlantic since 2021 and currently serves as the Acquisition Strategy Lead for the Defense Health Information Technology (DHIT) Division. Agency Response to Notice of Question for Agency. In this capacity, the SEB Chair oversees and manages all task orders supporting the DHIT Division, which included the contract submitted by 3ReSen as CR3. *Id.* Through her official duties, she had personal knowledge of the scope of CR3, the basic structure of the NIWC Atlantic CSSP Integrated Product Team (IPT), the main subscribers supported under CR3, and major organizational and programmatic changes that have occurred over time. *Id.*

Specifically, with regard to the protester's assertion that DHA is not a CSSP, the SEB Chair states that although DHA is "the primary CSSP *subscriber* for this specific task order," "the procurement was solicited by NIWC Atlantic and therefore the prime *customer* of the referenced PWS is NIWC-Atlantic." Supp. AR, exh. 2, First Statement of SEB Chair at 1. The SEB Chair explains that "[a]s such, the support required by this scope directly supports the NIWC Atlantic CSSP (formerly CNDSP) tasking, more specifically tying in elements of Cybersecurity, Incident Response and

⁸ Adapt Forward also asserts what it regards as a meaningful omission, namely, that "nothing in 3ReSen's proposal states that DHA is a CSSP Provider[.]" Comments and Supp. Protest at 3, *citing* AR, Tab 6, Awardee attach. 1A, reference information sheet at 13-15. The protester's own proposal, however, lacks the explicit statement that Adapt Forward asserts should have been included in the awardee's. See AR, Tab 7A, Protester attach. 1A, reference information sheet (nowhere using the phrase "CSSP Provider"). Instead, the CSSP language used in Adapt Forward's reference sheet is similar to the language used in the awardee's reference sheet. *Compare* AR, Tab 7A, Protester attach. 1A, Reference Information Sheet at 20 (noting that "[t]he Adapt Forward team has supported the Naval Information Warfare Center (NIWC) Atlantic DoD Manual 8530.01--accredited Cybersecurity Service Provider (CSSP) for over a decade"), with AR, Tab 6, Awardee attach. 1A, Reference Information Sheet at 13 (noting that "Sentar's DHA Cybersecurity Operations Center (CyOC) CSSP support spanned [listing of numerous services].").

Moreover, the protester concedes that two of the awardee's other contract references for major subcontractors are relevant, and neither reference states that the agency supported a "CSSP Provider." See Comments and Supp. Protest at 6 (describing as "relevant" the references the awardee provided for "its two major subcontractors"); see *also* AR, Tab 6, Awardee attach. 1A, reference information sheet at 8 (noting that one major subcontractor "delivered CSSP services to [a variety of entities]"), at 18 (noting that the other subcontractor "provided the [Marine Corps Cyberspace Operations Group] with comprehensive CSSP support"). The omission in the CR3 contract reference is not meaningful where references in both offerors' proposals routinely failed to make explicit that the contract reference cited supported a "CSSP Provider."

Threat Analysis, and mitigation support[.]” *Id.* In addition, the SEB Chair notes that the awardee’s CR3 identified a list of six subscribers. *Id.* at 2. The SEB Chair explains that the SEB therefore concluded that the CR3 reference provided all the information required by the solicitation under the managing of network architecture subfactor; in particular, the reference established that the contractor directly supported a CSSP provider that supported five or more CSSP subscribers. *Id.*

Based on our review, we find nothing unreasonable regarding the agency’s evaluation. Although Adapt Forward argues that DHA is not a CSSP provider, the SEB Chair is unequivocal that “Sentar, as the Prime contractor, directly supported the NIWC Atlantic CSSP that provided support to five (5) or more CSSP Subscribers.” Agency Supp. Comment, exh. C, Second Statement of SEB Chair at 2. The SEB Chair represents that, during the period of performance of CR3, the CyOC was part of the NIWC Atlantic SCCP key services; thus, Sentar was providing direct support to the NIWC Atlantic CSSP. *Id.*, citing exh. D, NIWC Defensive Cyber Operations (DCO) IPT Lead Memorandum to File. The DCO IPT lead, while not a part of the SEB Board, corroborates the representation of the SEB Chair, stating that “the CyOC was part of the NIWC Atlantic CSSP IPT as a key service.” Agency Supp. Comment, exh. D, NIWC Defensive Cyber Operations (DCO) IPT Lead Memorandum to File at 1. As noted above, the awardee’s proposal stated that CR3 supported “DHA Cybersecurity Operations Center (CyOP) CSSP support[.]” First Supp. Document Prod., exh. B, Awardee Technical Capability Proposal at 13.

As referenced above, agency evaluators may reasonably use their personal knowledge to determine whether an offeror’s corporate experience met or exceeded the requirement of the solicitation. *Mindpetal Software Sols., Inc., supra.* Here, the personal knowledge of both the SEB Chair--who participated in the evaluation--and the DCO IPT lead support the reasonableness of the agency’s evaluation of CR3 as relevant under the technical capability factor. Although Adapt Forward contends that the awardee’s corporate experience contract reference CR3 did not demonstrate support of a CSSP provider and therefore should not have been deemed relevant by the agency, the protester has not demonstrated that the agency’s evaluation was unreasonable. The protester’s disagreement with the agency’s judgment, without more, is not sufficient to establish that the agency acted unreasonably. Accordingly, this allegation is denied.⁹

⁹ The GAO attorney assigned to this protest conducted a litigation risk alternative dispute resolution teleconference with the parties during which the parties were advised of this outcome. The protester declined to withdraw its protest. Instead, Adapt Forward filed comments, which were uninvited and for which the protester had not requested leave to file. See Comment on ADR. In those comments, the protester provided three citations to GAO decisions, asserting that “[i]n each of those cases, the GAO sustained protests even though the respective solicitations did not require submission of the underlying source documents.” *Id.* at 2. The protester provided these citations: “*Boeing Sikorsky Aircraft Support*, B-277263.2, Jan. 7, 1998”; “*Caci, Inc.–Federal*,

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Alleged Failure of Awardee to Submit Contract Reference for Prime Contractor

As noted above, the solicitation required that “[a]t least one (1) current and relevant contract reference shall be submitted by the prime contractor and each significant subcontractor.” RFP at 134. Adapt Forward argues that “13 CFR [§] 125.8(e) states, ‘A procuring activity *must consider* work done and qualifications held individually by each partner to the joint venture as well as any *work done by the joint venture itself previously.*’” Comments and Supp. Protest at 7. The protester contends that “3ReSen did not provide, and [the Navy] did not consider or evaluate, any contract references assigned to the Joint Venture or the Protégé[.]” *Id.* at 8. The Navy contends that it reasonably determined that the awardee’s proposal met the RFP requirement because 3ReSen, as the prime contractor, properly submitted a corporate experience reference for its joint venture mentor partner, Sentar. Supp. AR at 10.

Where relevant experience instructions do not define the prime contractor as the joint venture itself, those instructions and SBA regulation 13 C.F.R. § 125.8(e)¹⁰ permit the

B-419446.2, Jan. 27, 2021”; and “*SRA Int’l, Inc.*, B-407709.2, Jan. 25, 2013.” *Id.* The GAO attorney advised the protester of his difficulty in locating the cases cited and requested updated citations. See Email Exchange at 2-3. The GAO attorney also advised the parties that, in accordance with 4 C.F.R. § 21.3(j), GAO would disregard the filing. The protester replied with these citations: “*Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD 91”, “*Caci, Inc.- Fed.*, B-421224 (Jan. 23, 2023) 2023 CPD P 35”; “*SRA Int’l, Inc.*, B-407709.5; B-407709.6, Dec. 3, 2013, 2013 CPD 281.” *Id.* at 1.

None of the original citations correctly identified both the case B-number and date; one citation contained an inaccurate B-number. Although the protester provided accurate revised citations, none of the three decisions cited support the asserted proposition. An attorney’s citation of non-existent or inapposite decisions that might have been generated by artificial intelligence may implicate applicable rules of professional conduct. See, e.g., *United States v. Hayes*, 763 F. Supp. 3d 1054, 2025 U.S. Dist. LEXIS 9408, at *19 (E.D. Cal. 2025) (“Submitting fictitious cases and quotations to the court ‘degrades or impugns the integrity of the Court’ and ‘interferes with the administration of justice’ in violation of Local Rule 180(e), and violates California Rules of Professional Conduct 3.1(a)(2), 3.3(a)(1), and 3.3(a)(2).”). We therefore advise attorneys appearing before our Office that the citation of non-existent authority may result in referral to appropriate bar associations or other disciplinary bodies.

¹⁰ That regulation states:

A procuring activity has discretion whether to require a protégé or lead small business member of a joint venture to demonstrate some level of past performance and/or experience. It may rely solely on the past performance

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agency to accept an experience reference from a partner to the joint venture. *Gunnison Consulting Grp., Inc.*, B-418876.5, Feb. 4, 2021, at 2-3. Where the solicitation requires an offeror relying on a major subcontractor or teaming partner to submit one reference from the major subcontractor or teaming partner and one reference from the prime contractor, defined as the offeror, we interpret that requirement as differentiating between a prime contractor and its subcontractors or teaming partners. *Gunnison Consulting Group, Inc.*, B-418876 *et al.*, Oct. 5, 2020, at 6. We do not construe that solicitation provision as creating a requirement for a joint venture to submit a reference on its own behalf rather than relying on the experience of a partner to the joint venture. *Id.*

The agency contends that the facts of the instant case are “nearly identical” to those of *Gunnison Consulting Group, Inc.*, B-418876 *et al.* Supp. AR at 11, *citing Gunnison Consulting Group, Inc.*, B-418876 *et al.*, *supra*. We agree with the agency. Together, the *Gunnison Consulting Group, Inc.* decisions referenced above, support the reasonableness of the agency’s acceptance of the mentor partner’s reference as satisfying the requirement that the offeror submit one reference from the prime contractor, where, as here, the solicitation defined prime contractor simply as the offeror. The protester does not challenge the Navy’s contention that *Gunnison Consulting Group, Inc.*, B-418876 *et al.*, is applicable here. See Supp. Comments at 5-6. Accordingly, we find reasonable that the agency permitted the joint venture prime offeror to rely on the experience of a partner to the joint venture to satisfy the corporate experience requirement, and we deny this allegation.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

and experience of the mentor or non-similarly situated joint venture partner, or it may require some level of past performance and/or experience of the protégé or lead small business member. Where it requires some level of past performance and/or experience of the protégé or lead small business firm, the procuring activity shall not require that firm to individually meet all the same evaluation or responsibility criteria as that required of other offerors generally.

13 C.F.R. § 125.8(e)(1).