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# Decision

**Matter of:** Tribalco, LLC

**File:** B-421837.3

**Date:** February 5, 2024

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## DIGEST

1. Protest that agency disparately evaluated proposals is denied where the record reflects that differences in evaluations were a result of differences in offerors' proposals.
  2. Protest that agency unreasonably evaluated protester's technical proposal is denied where the assessed weaknesses were reasonable and consistent with the evaluation criteria and where the agency acted reasonably in not assessing additional strengths.
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## DECISION

Tribalco, LLC, of Bethesda, Maryland, protests the issuance of a delivery order to Tyto Government Solutions, Inc., of Herndon, Virginia, under request for delivery order proposals (RFDOP) No. W52P1J-22-R-IMCS, issued by the Department of the Army, U.S. Army Materiel Command for information technology infrastructure modernization supplies and services. The protester contends that the agency unreasonably and disparately evaluated technical proposals and conducted an improper best-value tradeoff decision.

We deny the protest.

## BACKGROUND

On May 20, 2022, using the procedures of Federal Acquisition Regulation subpart 16.5, the agency issued the solicitation to holders of its Computer Hardware Enterprise Software and Solutions, Information Technology Enterprise Solution 3 Services indefinite-delivery, indefinite-quantity (IDIQ) contracts. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 7; Agency Report (AR), Tab 68a, Initial RFDOP at 1. The Army issued the solicitation as part of a phased effort to support combatant command upgrade projects to modernize and expand operational systems capabilities within the 2nd theater signal brigade that includes European and African commands. COS/MOL at 6; AR, Tab 8, Statement of Work (SOW) at 1. Under this delivery order for the Army's Europe infrastructure modernization capabilities set (IMCS) requirement, the contractor would survey, engineer, furnish, install, secure, and test a "turnkey" solution for up to 94 infrastructure modernization projects identified in the European areas of responsibility (AoR). COS/MOL at 7; AR, Tab 8, SOW at 1.

The solicitation contemplated the issuance of a time-and-material and fixed-price delivery order with a delivery period of 60 months. AR, Tab 7, RFDOP amend. 14 at 1-2.<sup>1</sup> The delivery order would be issued for four base projects and 90 optional projects that might be funded, executed, and completed during the 60-month delivery period. *Id.* The solicitation provided that award would be made on a best-value tradeoff basis considering price and two technical factors: (1) management and experience; and (2) technical competency. *Id.* at 13. Each technical factor was comprised of two subfactors. Subfactors under the management and experience factor, listed in descending order of importance, were: (1) project management plan; and (2) corporate work experience. *Id.* at 15. Subfactors under the technical competency factor, also listed in descending order of importance, were: (1) engineering implementation plan; and (2) contractor work breakdown structure (CWBS) and CWBS dictionary. *Id.* Overall, the management and experience factor was more important than the technical competency factor and, when combined, the non-price factors were significantly more important than price. *Id.*

The solicitation informed offerors that proposals would be "evaluated to determine the degree and extent to which the requirements set forth in the RFDOP are satisfied." *Id.* at 16. The solicitation also advised offerors that the agency evaluators would not make assumptions "regarding areas not clearly defined in Offeror's submitted proposal" and that it was "incumbent upon the Offeror to submit a complete proposal that addresses the requirements as stated in [the] RFDOP, associated attachments/exhibits or artifacts." *Id.*

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<sup>1</sup> The RFDOP was amended 15 times. COS/MOL at 7. Unless otherwise noted, citations to the solicitation are to the 14th amendment to the RFDOP provided by the agency at tab 7 of the agency report. Citations to the record are to the page numbers noted in each document; where a document does not contain consecutively numbered page numbers, citations are to the Adobe PDF page numbers.

The agency received four proposals in response to the solicitation and, based on initial evaluations, established a competitive range of three offerors, including Tribalco and Tyto. AR, Tab 94, Delivery Order Decision Document (DODD) at 5. After conducting exchanges with the three offerors and evaluating their final proposal revisions, the agency initially selected Tyto for award on July 11, 2023. *Id.* at 6. Tribalco filed a protest with our Office on July 26, challenging the award to Tyto. The agency notified our Office that it intended to take corrective action by reevaluating proposals and making a new award decision, and we dismissed the protest as academic. See *Tribalco, LLC*, B-421837, B-421837.2, Sept. 18, 2023 (unpublished decision).

After completing its reevaluation, the agency assigned the following final evaluation ratings to the proposals of Tribalco and Tyto:

	<b>Tribalco</b>	<b>Tyto</b>
<b>Management and Experience</b>	<b>Good</b>	<b>Outstanding</b>
Project Management Plan	Acceptable	Outstanding
Corporate Work Experience	Good	Good
<b>Technical Competency</b>	<b>Acceptable</b>	<b>Good</b>
Engineering Implementation Plan	Acceptable	Good
Contractor Work Breakdown Structure	Acceptable	Good
<b>Price</b>	<b>\$166,755,899</b>	<b>\$168,999,090</b>

AR, Tab 94, DODD at 5-6.<sup>2</sup>

After considering the technical and price evaluations and conducting a comparative assessment of the relative merits of offerors' proposals, the Army's delivery order decision authority (DODA) again concluded that Tyto's proposal represented the best value to the government. AR, Tab 94, DODD at 30-31. In his tradeoff analysis, the DODA determined that Tyto's proposal, evaluated to be technically superior to Tribalco's proposal under three of the four technical subfactors, warranted the payment of an approximately 1.35 percent price premium over Tribalco's lower-priced proposal. *Id.* at 22-23.

On October 17, 2023, the Army reaffirmed its decision to issue the delivery order to Tyto. COS/MOL at 20-21. After receiving a notice of the agency's award decision and the agency's response to debriefing questions, Tribalco filed this protest with our Office.<sup>3</sup> *Id.*

<sup>2</sup> The agency used the combined technical/risk ratings of outstanding, good, acceptable, marginal, and unacceptable in its evaluation under the non-price factors. RFDOP at 18-19.

<sup>3</sup> Because the value of the delivery order issued to Tyto exceeds \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority granted in title 10 of the United States Code. See 10 U.S.C. § 3406(f).

## DISCUSSION

The protester alleges that the evaluation of Tribalco's technical proposal was unreasonable and disparate in numerous aspects. In this regard, the protester contends that the agency should have assessed additional strengths in Tribalco's proposal, some on their own merits and others for aspects that were similar to aspects of the awardee's proposal that the agency assessed as strengths. The protester also alleges that the agency unreasonably assessed several weaknesses in Tribalco's proposal. In addition, the protester argues that the agency's best-value tradeoff analysis was flawed. Although we do not address each of the protester's separate allegations of disparate treatment, missed strengths, and unreasonably assessed weaknesses, we have reviewed them all and conclude that none provides a basis to sustain the protest.<sup>4</sup>

As an initial matter, we note that the evaluation of proposals in a task or delivery order competition, including the determination of the relative merits of proposals, is primarily a matter within the agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. *Mantech Advanced Sys. Int'l, Inc.*, B-419791.2, Nov. 30, 2021, 2021 CPD ¶ 376 at 4; *Wyle Labs., Inc.*, B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 6. 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, 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. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Mantech Advanced Sys. Int'l, Inc.*, *supra* at 5; *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

### Disparate Treatment

The protester alleges that the agency treated offerors disparately by assessing multiple strengths in Tyto's proposal while unreasonably failing to assess strengths for similar aspects in Tribalco's proposal under the project management plan subfactor--the more important of the two subfactors under the management and experience factor.<sup>5</sup> Based on our review of the record, we find no merit to these challenges and instead find that the differences in the agency's evaluation are reasonably explained by differences in

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<sup>4</sup> The protester also initially argued that the agency applied unstated evaluation criteria in its evaluation of the awardee's proposal. Protest at 30-31. The protester subsequently withdrew this protest ground. Comments at 2 n.1. Accordingly, we do not address it further.

<sup>5</sup> The solicitation defined a strength as "[a]n 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 contract performance." RFDOP at 18.

the respective proposals. Below, we address two representative examples of the protester's disparate treatment allegations.

In conducting procurements, agencies must even-handedly evaluate proposals against common requirements and evaluation criteria. *Battelle Memorial Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 6. When a protester alleges disparate treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals. *Id.*; *Candor Solutions, LLC*, B-417950.5, B-417950.6, May 10, 2021, 2021 CPD ¶ 199 at 5.

First, the protester asserts that the evaluators assessed a strength in the awardee's proposal for providing a comprehensive program organization chart, but unreasonably failed to assess a strength in the protester's proposal for a similarly comprehensive program organization chart. Protest at 25; Comments at 2-4. The agency responds that providing a "comprehensive" chart was a baseline that meets requirements, and that Tyto's proposal received a strength for providing detailed information that exceeded requirements. COS/MOL at 23-27.

The solicitation instructed offerors to include in their project management plans a detailed program organization chart that provides the following information:

- Depicting all of the expected positions, titles, qualifications/certifications, roles, duties, and responsibilities by Labor Category . . . required to complete the entirety of this effort.
- The chart shall clearly identify all roles identified as Core Program Management Team and Key Personnel ([in accordance with] SOW sections 4.2.1 and 4.2.2), identify the relationship (Prime or subcontractor), and location of the assigned personnel.
- For all Core and Key Personnel, the Offeror shall clearly indicate at least the employment status (current employee/planned hire), and US [Department of Defense] security clearance level.

RFDOP at 9-10.

In assessing a strength for the awardee's program organization chart, the evaluators found that Tyto "exceeded the requirement by providing an articulate, thorough, and comprehensive program organizational chart depicting all the required portions required by the RFDOP." AR, Tab 91a, Tyto Factor 1 Evaluation at 8. In this regard, the evaluators noted that Tyto "clearly directed the evaluation team to the specific locations" of informational charts, "providing all required data packaged together," as well as providing "a complete detailed breakdown of [DELETED] key and core personnel with [DELETED] prime and subcontractor personnel." *Id.* The evaluators found that Tyto "went above and beyond" by providing "such detailed information for such a large work force to ensure the positions will be filled by qualified individuals that meet very specific criteria/requirements." *Id.* The evaluators concluded that Tyto's "understanding and

standards of their widespread workforce ensures qualified employees, which will be beneficial” to the Army, and assessed a strength for this aspect. *Id.*

In contrast, the evaluators noted that while Tribalco’s program organization chart was also “comprehensive,” in that it provided all of the required information, it did so in a manner that was piecemeal and unclear. AR, Tab 90a, Tribalco Factor 1 Evaluation at 7. Tribalco’s proposal directed the agency to multiple figures and tables throughout the proposal, but the evaluators found that the figures and tables provided incomplete and inconsistent information. *Id.* For example, the evaluators found that one figure listed over [DELETED] employees with labels identifying core or key personnel but did not provide other required information about the listed employees; however, other tables with some of the required information did not address all of the positions that were listed in the first figure. *Id.* (“Figure 2 identifies over [DELETED] employees (assuming both prime and sub); however, it does not include any of the required information”; “Table 27 . . . which is [Tribalco’s] Program Responsibilities and Authorities, listing [DELETED] employees and the required information”); see AR, Tab 88a, Tribalco Factor 1 Proposal at 5, 73-75; see also, AR, Tab 106, Declaration of Factor 1 Evaluators at 4. In short, the evaluators found that while Tribalco provided all of the information required of a program organizational chart, it did so in a manner that was “piecemeal,” and not clear to the evaluation team which employees were being discussed. *Id.* Based on this assessment, the evaluators concluded that Tribalco’s program organization chart met requirements without exceeding them and therefore did not warrant a strength. *Id.*; COS/MOL at 25-26; see AR, Tab 106, Declaration of Factor 1 Evaluators at 4.

We find the evaluators’ assessment in this regard to be reasonable and consistent with the record. It is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows for a meaningful review by the procuring agency. *Candor Solutions, LLC, supra* at 9. Moreover, as noted, when a protester alleges disparate treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals. *Battelle Memorial Inst., supra*. Here, we find no basis to question the evaluators’ conclusion that Tyto’s more detailed and clearly written program organization chart exceeded requirements and warranted a strength, while Tribalco’s piecemeal and unclear presentation of information did not.

As another example, the protester contends that the agency disparately assessed a strength for the awardee’s risk management plan but failed to identify a strength for the protester’s risk management plan providing similar benefit. Protest 29-30; Comments at 6-9. The agency responds that the offerors’ risk management plans were substantively different, and that evaluation differences were based on differences in the respective proposals. COS/MOL at 30-33.

The solicitation required offerors to provide a project management plan that “consist of control policies and procedures in accordance with standard industry practices for project administration, execution, and tracking,” addressing a number of areas including risk management. AR, Tab 8, RFDOP SOW at 3. The evaluators assessed a strength

for Tyto's risk management plan, which was found to be "complete and ready to execute today, [and] viewed [to be] a significant attribute contributing to the strength of this [project management plan] portion." AR, Tab 91a, Tyto Factor 1 Evaluation at 7. The evaluators noted that Tyto's risk management plan identified an [DELETED]-step process that would "minimize the risk of schedule delays, equipment failure, and cost overruns." *Id.* The evaluators also found beneficial Tyto's approach to "proactively identif[y] and assess all risks while considering the probability of occurrence and potential impact," and to [DELETED] to mitigate cybersecurity risks as part of the overall program. *Id.* In addition, the evaluators found that Tyto clearly articulated how the Army would benefit from Tyto's "application of . . . lessons learned from previous projects of similar size, scope, and complexity" by using its [DELETED] tool. *Id.* Based on these findings, the evaluators concluded that Tyto's risk management plan was advantageous to the government and warranted the assessment of a strength. *Id.*

On the other hand, in evaluating the protester's risk management plan, the evaluators found that Tribalco "did not provide sufficient detail . . . beyond the information required to meet the requirement." AR, Tab 90a, Tribalco Factor 1 Evaluation at 6-7. In this respect, the evaluators found that, although Tribalco "addressed the steps of how [it] plan[s] to conduct risk management, ultimately meeting the requirement of the RFDOP, the Offeror states in the proposal that [its] Risk Planning for IMCS will not actually occur until after contract award." *Id.* at 6.

The protester disagrees with the agency's assessment in this regard and argues that its risk management plan was just as ready to be implemented as Tyto's plan. The protester contends that the agency irrationally found fault with just Tribalco's approach when, under both offerors' plans, the actual identification of risks would only occur after award. Comments at 8. The protester further argues that Tribalco's [DELETED]-step risk management plan was substantively no different from Tyto's [DELETED]-step plan. *Id.* at 7-8. In addition, the protester asserts that its plan also offered Tribalco's [DELETED] program, a tool that would benefit the government by "[DELETED]" and by "[DELETED]." *Id.* (quoting AR, Tab 88a, Tribalco Factor 1 Proposal at 20).

The record, however, shows that the evaluators considered each of these proposal aspects and found that none exceeded requirements in a way that would benefit the government. For example, the evaluators considered Tribalco's "[DELETED]-step Risk Management Plan," but noted that the first step, which would occur after contract award, was to "develop a[] [risk management plan] describing [DELETED]." AR, Tab 90a, Tribalco Factor 1 Evaluation at 6; Tab 88a, Tribalco Factor 1 Proposal at 20. Indeed, contrary to the protester's assertion that both offerors provided similarly ready-to-implement plans, the record shows that Tribalco's plan began with risk *planning* as the first step, which would occur after award, followed by identifying risk as the second step. AR, Tab 90a, Tribalco Factor 1 Evaluation at 6; see Tab 88a, Tribalco Factor 1 Proposal at 20-21. In contrast, the evaluators found that Tyto's plan was "complete and ready to execute" upon award, and its detailed [DELETED]-step plan began identifying risk as the very first step. AR, Tab 91a, Tribalco Factor 1 Evaluation at 7; see AR, Tab 89a, Tyto Factor 1 Proposal at 31-35. The record also shows that the

evaluators considered Tribalco's [DELETED] tool, but ultimately determined that the firm did not provide enough specific detail for the agency to evaluate the tool as a clear benefit. AR, Tab 90a, Tribalco Factor 1 Evaluation at 6.

On this record, we find that the agency reasonably and even-handedly evaluated proposals in assessing a strength for Tyto's detailed risk management plan that was ready to be implemented, while declining to assess a similar strength for Tribalco's risk management plan that would be detailed and put together after contract award. The difference in the evaluation was reasonably based on differences in proposals. See *Battelle Memorial Inst., supra*. As such, this allegation is denied.

#### Failure to Assess Additional Strengths

In addition to asserting disparate treatment, the protester contends that the agency unreasonably failed to credit Tribalco's proposal for numerous strengths under both of the non-price factors. Protest at 25-45. The agency responds that it thoroughly considered Tribalco's proposal, including the features identified by the protester, and reasonably concluded that these features "simply did not rise to the level of strengths." COS/MOL at 40-57. Based on our review of the record, we agree with the agency. We discuss below two representative examples.

An agency's judgment that the features identified in a proposal did not significantly exceed the requirements of the solicitation--and thus did not warrant the assessment of unique strengths--is a matter within an agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. In this regard, an agency's contemporaneous evaluation record is not required to "prove a negative," or document determinations of adequacy (*i.e.*, why a proposal did *not* receive a strength or weakness). See, *e.g.*, *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 10 n.15; *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17. When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we review whether an agency's explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. See *By Light Prof'l IT Servs., LLC*, B-417191.3, Dec. 4, 2019, 2019 CPD ¶ 416 at 4 n.5; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 7-8 (finding post-protest explanations established the reasonableness of the agency's evaluation decision not to assess additional strengths).

The protester here argues, for example, that the agency should have assessed a strength or a significant strength for Tribalco's staffing and personnel management approach that specifically included the use of its [DELETED] teaming methodology. Protest at 32-34. The protester asserts that this proposed project management feature provides "[DELETED]" that enable flexibility toward contract completion, which would be a considerable benefit to supporting the over 94 projects contemplated by the Army under this delivery order. Comments at 10-12. The agency responds that the



evaluators thoroughly considered the proposed [DELETED] teaming methodology and decided that it did not merit a strength. COS/MOL at 42-46.

The solicitation instructed offerors to provide “a detailed staffing and personnel management plan that demonstrates a comprehensive understanding of the tasks and associated levels of effort, the detailed strategy to support new projects in theater with appropriate resources, and tasks required to address [Department of Defense], country, and [AoR] access requirements.” RFDOP at 10. In this regard, each proposal was to be evaluated on the degree to which the offeror provides a staffing and personnel management plan that is “complete and comprehensive, which is tailored to meet or exceed the requirements outlined in the SOW.” *Id.* at 16-17. The plan was required to “identif[y] all tasks and associated levels of effort, the detailed strategy to support new projects in theater with appropriate resources, and tasks required to address [Department of Defense], country, and AoR access requirements.” *Id.* at 17.

The record shows that the evaluators found Tribalco’s staffing and personnel management plan to be “complete and comprehensive” and concluded that the plan “met the requirements and identified all tasks and associated levels of effort.” AR, Tab 90a, Tribalco Technical Evaluation Factor 1 at 8. The evaluators specifically noted that Tribalco represented that its [DELETED] capability would “ensure[] [Tribalco is] not beholden to any particular teammate, enabling flexibility with sub-contractors.” *Id.* at 8-9. The evaluators, however, did not find any specific merit or advantage to the government in this aspect of Tribalco’s proposal. *Id.*

The protester maintains that this feature demonstrated Tribalco’s “extensive technical depth and breadth” by including “[DELETED]” to “support new projects or other surge requirements,” which would enable Tribalco to “quickly ramp-up staffing for new or simultaneous requirements.” Protest at 32-33, *quoting* AR, Tab 84a, Tribalco’s Management and Experience Proposal at 1, 24. The protester also argues that the evaluators recognized the added value of [DELETED] by noting it in the evaluation but “inexplicably” failed to assess it a strength. Comments at 12.

In response, the evaluators explain that, while Tribalco’s internal methodology of managing its personnel using [DELETED] may ensure it can *meet* the contract deliverables, Tribalco failed to provide “a clear articulation of benefit” to the agency *exceeding* the requirement to provide certified and experienced personnel. AR, Tab 106, Declaration of Factor 1 Evaluators at 17-18. The evaluators note that, on its own, the protester’s internal flexibility to line up personnel would not necessarily exceed the solicitation requirements to the benefit of the agency. *Id.* at 18.

On this record, we find no basis to question the evaluators’ conclusion that no aspect of Tribalco’s staffing and personnel management plan, including the [DELETED] methodology, exceeded solicitation requirements. The record shows that the agency carefully considered this methodology before concluding that the management flexibility provided to Tribalco did not translate to a benefit to the government that exceeded solicitation requirements. The protester has not demonstrated that the agency acted

unreasonably or inconsistently with the evaluation criteria in reaching this determination. Accordingly, we find that the protester's arguments here reflect nothing more than disagreement with the agency's reasonable evaluative judgment, and do not provide a basis to sustain the protest. See *Alion Science & Tech. Corp.*, B-420778, B-420778.2, Aug. 31, 2022, 2022 CPD ¶ 248 at 12.

As another example, the protester also alleges that the agency unreasonably failed to assess a strength under the CWBS subfactor for Tribalco's proposed Buffalo Management Portal (BMP), a "[DELETED]." Protest at 41-44; AR, Tab 87b, Tribalco Factor 2 Proposal at 13. The protester contends that BMP "offers many benefits to the Government that go above and beyond the requirements" because it "[DELETED]." Protest at 41-42.

The record shows, however, that the agency disagreed, finding instead that Tribalco's CWBS did not provide any strengths or weaknesses. AR, Tab 90b, Tribalco Factor 2 Evaluation. In response to the protest, the evaluators explain that they did not find the BMP to be a benefit to the government because "using a vendor controlled and managed platform adds complexity and dilutes the chain of ownership for deliverables ultimately belonging" to the government. AR, Tab 108, Declaration of Factor 1 Evaluators at 5. They note that the agency currently maintains a government-controlled repository that "achieves the same benefits as the proposed BMP and more." *Id.* The evaluators therefore concluded that Tribalco's BMP met the requirement to electronically deliver copies of materials to be discussed during design review but did not exceed requirements or provide any additional benefit that would warrant the assessment of a strength.

Based on this record, we find the agency's evaluation in this regard to be reasonable. To the extent Tribalco disagrees with the agency's assessment, such disagreement, without more, does not provide a basis to sustain the protest. See *Alion Science & Tech. Corp.*, *supra*.

#### Weaknesses Assessed to Protester's Engineering Implementation Plan

The protester argues that the agency unreasonably assessed six weaknesses in Tribalco's proposal under the engineering implementation plan subfactor. Protest at 46-51. The agency responds that the weaknesses were reasonably assessed based on the protester's failure to address areas of concern noted during discussions. COS/MOL at 61-75. Our review of the record shows that the agency reasonably assessed each of the challenged weaknesses based on the information presented in Tribalco's final proposal revision. Although the protester argues that any proposal errors were either immaterial or minor clerical errors, we find these arguments to be nothing more than disagreement with the agency's reasonable evaluative judgments. We discuss two representative examples below.

First, the record shows that the agency found a weakness in Tribalco's engineering implementation plan for stating "in the drawings that they plan to bond the Power

Distribution Units (PDUs) to the Rack Bus Bar (RBB).” AR, Tab 90b, Tribalco Factor 2 Evaluation at 5. Observing that “PDUs are only bonded through the ground wire installed inside the PDU,” the evaluators noted that the manufacturer’s installation instructions do not include grounding or bonding the power strip PDU. *Id.* at 5-6. The evaluators also noted this issue was raised during discussions and, while Tribalco’s final proposal revision “updated some drawings, . . . other drawings still show PDU bonded in GS-01.1 [and] GS-01.2.” *Id.* at 6.

While admitting that its drawings GS-01.1 and GS-01.2 “still show[ed] the PDUs bonded to the Rack Bus Bar,” the protester argues that this error did not warrant a weakness because the drawings were just “generic drawings that are not used for installation” and Tribalco had “updated its [other] drawings and unambiguously explained that the PDUs will *not* be bonded to the Rack Bus Bar.” Comments at 24, *citing* AR, Tab 86c, Tribalco Evaluation Notice Responses at 3. The evaluators, however, respond that Tribalco’s statement that PDUs will not be grounded to RBBs could not be verified precisely because the generic drawings still showed otherwise. AR, Tab 108, Declaration of Factor 1 Evaluators at 9. Moreover, the evaluators maintain that the generic drawings remain relevant because they provided certain information not shown in Tribalco’s installation drawings--such as “bare metal to metal contact” and “specialized no-ox requirements for dissimilar metals”--and were “often referred to when changes occur between site survey and installation.” *Id.*

On this record, we find the agency’s evaluation to be reasonable. As noted above, it is the offeror’s responsibility to submit a well-written proposal, with adequately detailed information clearly demonstrating compliance with the solicitation requirements, and it runs the risk that the agency will unfavorably evaluate its proposal where it fails to do so. *See Lamb Informatics, Ltd.*, B-418405.5, B-418405.6, Mar. 5, 2021, 2021 CPD ¶ 116 at 6. Here, it was reasonable for the agency to assess a weakness based on drawings that were incorrect and inconsistent with the other parts of the protester’s revised proposal. To the extent the protester argues that the error was insignificant, we find that this argument, without more, reflects only disagreement with the agency’s evaluation judgment.

As another example, the protester argues that its engineering implementation plan was unreasonably assessed a weakness for the “minor clerical error” of using the term final design review (FDR), instead of the term 100 percent engineering implementation plan, when discussing the plan that would be used for installation. Protest at 48; Comments at 26. The agency disagrees that the error was minor or clerical. COS/MOL at 67-69.

The solicitation required the contractor to conduct three design reviews of its engineering implementation plan: a preliminary design review (at 30 percent design level); a critical design review (at 60 percent design level); and a final design review (at 90 percent design level). AR, Tab 8, SOW at § 5.2.1. The solicitation further required that the contractor, “[a]fter approval of 90 [percent] [engineering implementation plan], . . . incorporate any changes and *provide a final 100 [percent] [engineering implementation plan] that will be used during implementation.*” *Id.*

(emphasis added). The agency found that Tribalco's proposal instead stated that installation of the material and equipment would be performed "according to the 90 [percent] [engineering implementation plan] [final design review]." AR, Tab 90b, Tribalco Factor 2 Evaluation at 6. As noted, the solicitation defined the term "final design review" as the engineering implementation plan at a 90-percent design level but required a completed 100-percent plan to be used for implementation. Based on this finding, the agency concluded that Tribalco's proposal to use the 90-percent plan for implementation failed to "show an understanding of [the requirement to] creat[e] a 100 [percent] [engineering implementation plan] based on the corrections from the 90 [percent] [final design review] [engineering implementation plan]." *Id.*

Here, once again, we find that the challenged weakness was a result of the protester's failure to submit a well-written proposal that clearly demonstrated compliance with the solicitation requirements. Moreover, we find no support for the protester's contention that this proposal aspect constituted a minor clerical error where the error demonstrated a lack of understanding of the relevant requirement.

#### Best-Value Tradeoff

Finally, Tribalco challenges the agency's best-value tradeoff and source selection decision. Protest at 51; Comments at 29-30. Specifically, the protester asserts that even if the agency reasonably evaluated the offerors' technical proposals, it was unreasonable for the agency "to conclude that Tyto's technical benefits warranted paying a price premium of approximately \$2.25 million for those alleged benefits." Protest at 51. In this regard, the protester contends that the ratings Tyto's proposal received were "only one adjectival rating higher than Tribalco" and that the agency found "many positive attributes" in Tribalco's proposal. *Id.* Based on this contention, the protester argues that it was unreasonable for the agency to pay a price premium for "what amounts to minor evaluated technical advantages." *Id.*

The agency responds that its best-value tradeoff analysis was reasonable and consistent with the solicitation, arguing that the "overwhelming superiority of Tyto's proposal" more than justified the 1.35 percent price premium. COS/MOL at 76-83. Based on our review of the record, we agree with the agency.

Where, as here, a procurement provides for the issuance of a task or delivery order on a best-value tradeoff basis, it is the function of the selection official to perform a cost/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. See *Alion Science & Tech. Corp.*, *supra* at 15; *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. Source selection officials have broad discretion in deciding the manner and extent to which they will make use of technical and price evaluation results; price/technical tradeoffs may be made and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the evaluation criteria. *Quantech Servs., Inc.*, B-417347; B-417347.2, May 29, 2019, 2019 CPD ¶ 203 at 10. A protester's disagreement with an agency's judgments about the relative merit of competing

proposals does not establish that the judgments were unreasonable. *Id.*; *Battelle Memorial Inst., supra* at 13.

Our review of the record shows that the DODA meticulously documented his consideration of the relative merits of each proposal in his tradeoff analysis.<sup>6</sup> See AR, Tab 94, DODD at 14-23. In this regard, the DODA noted that it “look[ed] beyond the adjectival ratings alone” and found in Tyto’s proposal a “consistent ability to articulate and further demonstrate its strengths throughout the proposal and the benefits to the Government of the individual strengths.” *Id.* at 22. The DODA also noted that Tyto’s “overall technical proposal demonstrated a more detailed and comprehensive understanding of all requirements.” *Id.*

Further, the DODA observed that Tyto’s proposal offered “overwhelming advantages in the Management & Experience Factor, specifically in several areas of their [project management plan] which included cost, quality, scope, risk, and schedule management solutions, which is significantly more important than price.” *Id.* In this respect, the DODA noted that, under the more important subfactor of project management plan, Tyto’s proposal was assigned a rating of outstanding with seven strengths compared to Tribalco’s rating of acceptable with no strengths. *Id.* The DODA also noted that the evaluation results under the technical competency factor were just as stark, with Tyto’s proposal receiving a rating of good based on eight strengths and two weaknesses, while Tribalco’s proposal received a rating of acceptable based on three strengths and ten weaknesses. *Id.*

Based on these considerations, and noting that the non-price factors, combined, were significantly more important than price, the DODA determined that the technical superiority of Tyto’s technical proposal warranted a payment premium of approximately 1.35 percent over Tribalco’s lower-priced proposal. *Id.* at 22-23. On this record, we find no basis to question the agency’s tradeoff analysis and selection of Tyto’s higher-rated, higher-priced proposal.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>6</sup> Additionally, the solicitation provided that the delivery order would be issued on a best-value tradeoff basis where the non-price factors, when combined, were significantly more important than price. RFDOP at 15. Despite the protester’s characterization of the awardee’s evaluation ratings as only being one adjectival rating higher, the record shows that Tyto’s proposal received a higher rating than Tribalco’s proposal under every factor and subfactor, except for the corporate work experience subfactor where the two offerors received the same rating. AR, Tab 94, DODD at 5-6. Although the protester attempts to minimize the gap between the two technical proposals by calling it “only one adjectival rating higher,” the record supports the agency’s assertion that “this was not a close competition at all.” COS/MOL at 83.