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Decision

Matter of: Bowhead Mission Solutions, LLC

File: B-419385.9; B-419385.10

Date: December 27, 2022

Robert K. Tompkins, Esq., Kelsey M. Hayes, Esq., Sean R. Belanger, Esq., and Richard Ariel, Esq., Holland & Knight LLP, for the protester.
Thomas M. Dunlap, Esq., Mary Pat Buckenmeyer, Esq., and A. Jonathan Brittin, Jr., Esq., Dunlap Bennett & Ludwig PLLC, for Manta Group LLC, the intervenor.
Karen A. Janco, Esq., and Kathleen K. Barksdale, Esq., General Services Administration, for the agency.
David A. Edelstein, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of the agency's implementation of prior corrective action to create a new technical evaluation panel is denied where although agency did not completely replace technical evaluation panel, the award decision was reasonably made by a new source selection authority.
2. Protest of evaluation and best-value tradeoff determination is denied where the protester has not demonstrated that the agency acted unreasonably or treated offerors unequally.

DECISION

Bowhead Mission Solutions, LLC, a small business of Springfield, Virginia, protests the issuance of a task order to Manta Group, LLC, a small business of Reston, Virginia, under request for proposals (RFP) No. ID03200029, issued by the General Services Administration (GSA) for global fielding services. Bowhead argues that the agency improperly implemented corrective action in response to a prior protest, unreasonably evaluated proposals, and made a flawed best-value tradeoff decision.

We deny the protest.

BACKGROUND

On September 9, 2020, the agency issued the RFP to Small Business Pool 1 holders of GSA's One Acquisition Solution for Integrated Services (OASIS) indefinite-delivery, indefinite-quantity (IDIQ) contract, seeking fielding, installation, training, logistical support, and technical support services on behalf of the United States Army, Project Manager Mission Command. Agency Report (AR), Exh. 2, RFP at 17;¹ Contracting Officer's Statement (COS) at 1. The work was described in a performance work statement (PWS). RFP at 25-90. The RFP contemplated award of a hybrid fixed-price and time-and-materials contract with a 12-month base period and four 12-month option periods. *Id.* at 45.

The RFP provided that award would be made on a best-value tradeoff basis considering price and four non-price factors, listed in descending order of importance: management approach, staffing, transition-in, and past performance.² *Id.* at 17-21. The technical factors, when combined, were more important than price. *Id.* at 19.

Under the management approach factor, offerors were instructed to address their approach to managing professional services on a global scale, achieving and maintaining staffing, managing subcontractors, and sustaining personnel qualifications. *Id.* at 19. The solicitation stated that the agency would evaluate the extent to which the proposal "demonstrates an understanding of the requirements and presents an efficient and effective management approach to satisfying the requirements of the PWS." *Id.* For the staffing factor, offerors were required to complete a staffing matrix detailing their proposed labor mix, and to explain the rationale for their labor mix in a narrative. *Id.* at 20. The agency would evaluate the extent to which the proposed staffing was adequate to fulfill the PWS requirements. *Id.* With respect to the transition-in factor, offerors were required to submit a written "60-day transition-in plan," with the agency evaluating the extent to which the approach presented an effective transition plan in accordance with the PWS. *Id.* For the past performance factor, offerors were required to provide one example of relevant past performance within the preceding three years, which the agency would evaluate for relevance, quality, and timeliness. *Id.* at 20-21. Relevance would be determined by similarity of scope, complexity, and magnitude. *Id.*

The agency received six timely proposals, including proposals from Bowhead and Manta. AR, Exh. 31, Initial Award Memorandum at 4. The agency convened a technical evaluation panel (TEP) to evaluate proposals, consisting of a GSA project manager and three "subject matter experts" (SMEs) from the Army activity on whose

¹ The RFP was amended eight times. Amendment 3 was the last amendment to make changes to either the instructions to offerors or the basis of award. Unless otherwise noted, citations to the RFP are to the conformed copy through amendment 3, included in the agency report at exhibit 2, pages 17-116. All page citations to the agency report are to the Adobe PDF pages numbers in the exhibits provided by the agency.

² The agency also evaluated offerors' facility security clearance on a "go/no-go" basis. RFP at 18.

behalf GSA was conducting the procurement. AR, Exh. 23, July 2021 Technical Evaluation Report at 2. The contracting officer was the source selection authority (SSA). AR, Exh. 30, July 2021 Award Memorandum.

On July 12, 2021, the agency made award to Manta Group. Bowhead timely protested this award with our Office. Protest, B-419385.3. The agency elected to take corrective action by making a new award decision, and we dismissed the protest as academic. *Bowhead Mission Sols., LLC*, B-419385.3, Aug. 24, 2021 (unpublished decision).

On November 10, the agency again issued the task order to Manta. Bowhead timely protested this second award with our Office. Protest, B-419385.4. GSA advised our Office that it intended to take corrective action by appointing a new TEP and contracting officer; reevaluating the proposals of the protester, awardee, and one other offeror; reexamining the best-value tradeoff; and issuing a new source selection decision. Notice of Corrective Action, B-419385.4, at 1. Our Office dismissed Bowhead's second protest as academic. *Bowhead Mission Sols., LLC*, B-419385.4 *et al.*, Jan. 25, 2022 (unpublished decision).³

After our Office dismissed Bowhead's second protest, the agency appointed a new "acquisition team," consisting of a new contracting officer, contract specialist, and project manager. COS at 5; *compare* AR, Exh. 31, Initial Award Memorandum at 2 *with* AR, Exh. 13, Post-Negotiation Memorandum at 2. The agency also appointed a technical evaluation board (TEB)⁴ that consisted of GSA's new project manager and two of the three individuals who had served as the Army SMEs on the prior TEP. *Compare* AR, Exh. 23, November 2021 Technical Evaluation at 2 *with* AR, Exh. 4, Initial Technical Evaluation at 2. The TEB then performed an evaluation of proposals.

For each of the non-price evaluation factors, and on an overall basis, the TEB assigned each proposal a rating indicating whether it met, did not meet, or exceeded the requirements of the PWS. AR, Exh. 4, Initial Technical Evaluation at 2; COS at 5. The

³ Bowhead requested that it be reimbursed its costs of pursuing its B-419385.4 protest, pursuant to 4 C.F.R. § 21.8(e). Our Office granted the request, finding that Bowhead's protest was clearly meritorious and that the agency had unduly delayed taking corrective action. *Bowhead Mission Sols., LLC--Costs*, B-419385.7, July 14, 2022, 2022 CPD ¶ 183. We found that the same contracting officer had made the July and November 2021 award decisions, and had not explained contradictory evaluation findings regarding Bowhead's proposal. *Id.* We also found that the agency had not provided us with a basis to sever any of Bowhead's protest costs from the costs related to the argument we found clearly meritorious. *Id.* at 7-8. The agency requested reconsideration of the severability portion of our decision only, and we denied the request. *General Services Administration--Recon.*, B-419385.8, Sept. 7, 2022, 2022 CPD ¶ 236.

⁴ The record does not explain why the agency changed its nomenclature from "technical evaluation panel" to "technical evaluation board." We have not given any significance to the different terms in reaching our decision.

TEB found areas in which both Bowhead's and Manta's proposal did not meet the solicitation requirements, and assigned both offerors an overall rating of "does not meet." AR, Exh. 4, Initial Technical Evaluation at 2.

The agency elected to conduct discussions and established a competitive range consisting of Manta and Bowhead. COS at 6. The agency informed Bowhead of "issues that must be addressed" in its proposal, and requested final proposal revisions by July 12, 2022. AR, Exh. 5, Discussion Letter to Bowhead at 2; AR, Exh. 6, Revised Discussion Letter to Bowhead at 2. In response, Bowhead made revisions throughout its proposal. See AR, Exh. 8, Bowhead Revised Proposal at 2-5 (proposal change summary), at 8-24 (proposal changes identified by highlighting). Bowhead's changes included wholly revised management approach and staffing sections, as well as minor revisions to its discussion of the transition-in and past performance factors. *Id.*

The TEB evaluated revised proposals. AR, Exh. 12, Revised Technical Evaluation. On the management approach and staffing factors, the TEB changed Bowhead's rating from "does not meet" to "meets." *Id.* at 10. With respect to management approach, the TEB stated that Bowhead's revised proposal "demonstrate[d] an understanding of the requirement[s] and presented an efficient and effective [m]anagement [a]pproach to satisfying the requirements of the PWS." *Id.* at 10-12. With respect to staffing, the TEB noted that Bowhead's proposal now included an appropriate and adequate labor mix for the PWS requirements, and that Bowhead's staffing narrative "clearly explains the reasoning behind the selection of labor categories and the application of hours among the tasks." *Id.* at 19-20.

Under the transition-in factor, the TEB left Bowhead's original rating of "exceeds" unchanged. *Id.* This rating was based on a transition plan that the TEB found "highly effective," and which provided for an expedited 30-day transition instead of the 60 days required by the PWS. AR, Exh. 4, Initial Technical Evaluation Report at 19-20.

Finally, under the past performance factor, the TEB did not modify Bowhead's initial rating of "meets." *Id.* This rating was based on a past performance reference where Bowhead currently performs similar "global fielding services" for a different Army command. AR, Exh. 4, Initial Technical Evaluation Report at 20. The TEB found this example to be of similar scope, complexity, and magnitude to the PWS for this solicitation. *Id.*

With respect to Manta's revised proposal, the TEB upgraded Manta's ratings from "does not meet" to "meets" on the staffing and past-performance factors, and left unchanged Manta's ratings of "exceeds" on the management approach factor and "meets" on the transition-in factor. AR, Exh. 12, Revised Technical Evaluation at 2.

The TEB assigned both the Manta and Bowhead proposals an overall rating of "meets." *Id.* In making the agency's award decision, the contracting officer reviewed and

concluded with the TEB's ratings. AR, Exh. 13, Post-Negotiation Memorandum at 4. Accordingly, the final ratings and prices for Manta and Bowhead were as follows:

	Bowhead	Manta
Management Approach	Meets	Exceeds
Staffing	Meets	Meets
Transition-In	Exceeds	Meets
Past Performance	Meets	Meets
Overall	Meets	Meets
Price	\$210,591,894	\$212,909,234

Id. at 8.

The contracting officer determined that Manta's proposal presented the best value to the agency. *Id.* In this respect, the contracting officer noted that while both offerors proposed effective approaches that clearly demonstrated an ability to satisfy the requirements of the PWS, "Manta's proposal provided several benefits that outweighed those present in Bowhead's. As a result, the [c]ontracting [o]fficer. . . determined that Manta's cost premium is justified based on the superiority of its technical proposal." *Id.*

Specifically, the contracting officer explained that under the management approach factor--the most important evaluation factor--Manta proposed management tools, a communication model, and an approach to contingency support that would enhance the management team. *Id.* at 8-9. The contracting officer discussed specific ways in which Manta's proposed management approach was superior to Bowhead's, such as Manta's proposal to provide contractor personnel with 24/7 support, and its proposal of a [DELETED]. *Id.* The contracting officer contrasted Manta's contingency approach with Bowhead's [DELETED] approach, predicated upon [DELETED]. *Id.*

Further, under the staffing factor, although both offerors received a rating of "meets," the contracting officer concluded that Manta's approach was more beneficial. *Id.* at 9. In this regard, the contracting officer stated that Manta proposed an agile approach with [DELETED], while Bowhead's approach would likely require [DELETED], which could be cumbersome and result in mission interruptions. *Id.*

The contracting officer concluded that both offerors were comparable under the past performance factor, since both provided adequate examples similar in scope, complexity, and magnitude. *Id.* at 10.

The contracting officer also discussed Bowhead's "highly effective" transition-in plan and expedited transition, but noted that Manta's proposal met the PWS requirements

under this factor, and concluded that the value in Bowhead's approach "did not rise to a level that would supersede the overall benefits of Manta's proposal." *Id.* at 9-10. On the basis of the benefits identified under the management approach and staffing factors, the contracting officer determined that Manta's cost premium, approximately 1.1 percent over the full duration of the task order, was justified. *Id.* at 10.

On August 31, the agency made award to Manta, and notified Bowhead. AR, Exh. 14, Unsuccessful Offeror Letter to Bowhead. This protest timely followed.⁵

DISCUSSION

Agency Implementation of Prior Corrective Action

The protester alleges that the agency did not properly implement the corrective action it committed to providing in response to Bowhead's second prior protest. In this respect, the agency stated that it would, among other actions, "appoint a new agency technical evaluation panel." Notice of Corrective Action, B-419385.4, at 1. However, Bowhead contends, two of the three members of the new TEB were members of the prior TEP. Comments & Supp. Protest at 4-5. The agency counters that it appointed a new TEB, and that the new TEB "was not privy to prior evaluations of the Bowhead proposal." COS at 10.

While we agree with Bowhead that the record demonstrates that two Army SMEs participated as TEP/TEB members in both the prior agency evaluations and in the evaluation that informed the presently-protested award decision,⁶ we find that this does not provide a basis to sustain the protest.

In this respect, the selection of evaluators is a matter within the agency's discretion which we will not review absent a showing of possible fraud, conflict of interest, or actual bias. *Information Ventures*, B-401448.5, B-401448.6, May 13, 2010, 2010 CPD ¶ 180 at 5. We have applied this standard even where an agency commits to taking corrective action by convening a new technical evaluation panel, and members of the old panel also serve on the new one. See *id.* at 4-5. Here, Bowhead has not alleged fraud, conflict of interest, or bias on the part of any of the evaluators. Accordingly, Bowhead's allegations regarding the composition of the TEB do not, without more, provide a basis for our office to sustain the protest.

⁵ We analyze our jurisdiction to hear protests of task orders issued under GSA's OASIS IDIQ contract under title 41 of the United States Code. *Futron, Inc.*, B-420703, July 25, 2022, 2022 CPD ¶189 at 3-4 n. 3. Because the value of the protested task order exceeds \$10 million, this protest is within our jurisdiction. 41 U.S.C. § 4106(f)(1)(B).

⁶ In this respect, we question the agency's representation that the new TEB "was not privy to prior evaluations of Bowhead's proposal," and we note that neither the COS nor the Memorandum of Law (MOL) acknowledge or address the overlap in the membership of the prior TEP and the current TEB.

Relatedly, Bowhead argues that the presence of two of the same evaluators from the prior evaluation impermissibly taints the instant award decision because those evaluators had knowledge of the prior evaluations. Comments & Supp. Protest at 5-6, 13-18. In this respect, Bowhead contends that the agency reached evaluation conclusions in this evaluation that contradict those reached in earlier rounds of evaluation, and that the agency was therefore required to explain the basis for such discrepancies. *Id.* (citing *eAlliant, LLC*, B-407332.6, B-407332.10, Jan. 14, 2015, 2015 CPD ¶ 229).

In *eAlliant*, we recognized that the mere fact that a reevaluation of proposals after corrective action varies from the original evaluation does not constitute evidence that the reevaluation was unreasonable, since it is implicit that a reevaluation can result in different findings and conclusions. *eAlliant, supra* at 10. We found a limited exception to this principle where the same SSA reaches contradictory evaluation conclusions regarding the same proposal, submitted by the same offeror, under the same solicitation, and the SSA does not explain the discrepancy. *Id.* at 11. In such circumstances, an agency must reconcile or explain its differing conclusions. *Id.* at 12.

Our Office's decision in *eAlliant* was predicated (among a number of other factors) on the fact that the SSA remained the same. See *id.* at 11-12. This was also true of the two prior award decisions under this solicitation, which led our Office to grant Bowhead's request for costs related to its protest of the second award decision. See *Bowhead--Costs, supra* at 5-7. For the instant award decision, however, the agency replaced the SSA,⁷ and there is no evidence in the record that the new contracting officer participated in or had knowledge of the prior evaluations. Accordingly, the protester's assertion that the agency was required to explain any differences between the present evaluation and prior rounds of evaluation is without merit. See *MILVETS Systems Tech., Inc.*, B-409051.7, B-409051.9, Jan. 29, 2016, 2016 CPD ¶ 53 at 7.⁸

For these reasons, we deny Bowhead's protest of the agency's implementation of its corrective action, and we review the agency's present evaluation and selection decision on their own merits, not on the degree to which they comport with GSA's prior evaluations. That is, as with any allegations of improper evaluation or source selection, our Office examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws. *Information Ventures, supra* at 6.

⁷ We note the agency also replaced the rest of its acquisition team: the project manager and the contract specialist. The new project manager served on the TEB, and prepared and signed the TEB's reports. See AR, Exh. 4, Initial Technical Evaluation at 29; AR, Exh. 12, Revised Technical Evaluation at 20.

⁸ Our decisions in *eAlliant* and *Bowhead--Costs* were also based on the fact that the protesters' proposals were unchanged between two rounds of contradictory evaluations. Here, as discussed above, Bowhead made significant changes to its proposal under the two most important evaluation factors: management approach and staffing.

Adjectival Ratings

Bowhead also challenges the adjectival ratings assigned to Bowhead's and Manta's proposals. In this regard, Bowhead alleges that the agency unreasonably rated its proposal as "meets" rather than "exceeds" under the management approach, staffing, and past performance factors. Bowhead further argues that the agency unreasonably rated Manta as "exceeds" rather than "meets" under the management approach factor.

We need not decide the merits of Bowhead's challenge to the assigned adjectival ratings because, as detailed below, even if Bowhead were correct, Bowhead has failed to demonstrate that it was competitively prejudiced by the errors alleged. *ICI Services Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, 2021 CPD ¶ 342 at 13. In this regard, the record reflects that the contracting officer did not rely on the offerors' adjectival ratings in determining that Manta's proposal was superior to Bowhead's. Rather, the contracting officer found Manta's proposal superior because of qualitative differences between the offerors' proposals.

Specifically, in finding that Manta's proposal was superior to Bowhead's under the management approach factor, the contracting officer relied on Manta's approach to providing 24/7 support and its proactive [DELETED]. AR, Exh. 13, Post-Negotiation Memorandum at 8-9. And, for the staffing factor, the contracting officer looked behind the offerors' equal ratings (both had been assigned a rating of "meets") and concluded that Manta's agile approach with [DELETED] was superior to Bowhead's staffing approach, which might require [DELETED]. *Id.* The contracting officer concluded that these specifically-identified advantages outweighed the value provided by Bowhead's expedited transition.⁹ *Id.* at 9-10.

The contracting officer's qualitative analysis is in accord with our consistently stated guidance that evaluation ratings, be they adjectival, numerical, or color, are but a guide to, and not a substitute for, intelligent decision-making. See, e.g., *NCI Info. Sys., Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 9; *Shumaker Trucking and Excavating Contractors, Inc.*, B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 8. It also comports with our guidance that proposals with the same adjectival ratings are not necessarily of equal quality, and agencies may properly consider specific advantages that make one proposal of higher quality over another. *ERC Inc.*, B-407297, B-407297.2, Nov. 19, 2012, 2012 CPD ¶ 321 at 6-7; *McRae Industries, Inc.*, B-403335, Oct. 20, 2010, 2010 CPD ¶ 266 at 7.

In sum, even assuming Bowhead had been assigned a rating of "exceeds" under one or more technical factors (or, conversely, had Manta been assigned a rating of "meets"), it would have had no impact on the agency's best-value determination. *ICI Servs.*,

⁹ Importantly, we note that Bowhead largely does not challenge the contracting officer's assessment that the identified features of Manta's proposal represent advantages over and above Bowhead's proposal. See Comments & Supp. Protest at 19-20. The only exception to this is Bowhead's disparate treatment argument regarding Manta's proposal to provide 24/7 support, discussed below.

supra at 13-14. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. *Technology & Telecomms. Consultants, Inc.*, B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 14. Consequently, we deny Bowhead's protest to the extent it challenges the adjectival ratings assigned to Bowhead and Manta.

Evaluation of Bowhead's Proposal

In addition to its challenge to adjectival ratings, the protester challenges specific findings of the agency's evaluation of Bowhead's proposal under the management approach and past performance factors. Comments & Supp. Protest at 9-16.¹⁰

The evaluation of technical proposals, including determinations regarding the magnitude and significance of evaluated strengths and weaknesses, is a matter largely within the agency's discretion, and a protester's disagreement with the agency's judgment, without more, does not establish a basis for our Office to sustain a protest. *Pemco Aeroplex, Inc.*, B-310372, Dec. 27, 2007, 2008 CPD ¶ 2 at 10-18. Our Office will not disturb an agency's evaluation of technical proposals unless it is shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *Wilson 5 Serv. Co., Inc.*, B-407047, Oct. 18, 2012, 2012 CPD ¶ 339 at 4. Further, an agency is not required to document "determinations of adequacy" or explain in the evaluation record why it did not assess a strength, weakness, or deficiency for a particular item. *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17.

With respect to past performance, the protester argues only that the agency's current evaluation does not comport with the agency's prior rounds of evaluation. Protest at 22-23; Comments & Supp. Protest at 13-16. As discussed above, under the circumstances of this procurement, the agency was not required to explain evaluation findings that differed from those made in prior evaluations. See *MILVETS*, *supra* at 7. Here, the protester has not argued, nor has it demonstrated, that the agency's evaluation of Bowhead's past performance was otherwise unreasonable. We therefore deny this aspect of the protest.

Regarding the management approach factor, Bowhead alleges that the agency failed to account for strengths that the TEB found in the protester's proposal. See Protest at 19-20; Comments & Supp. Protest at 9-13. Essentially, Bowhead provides a list of instances in which the TEB found that Bowhead's proposal was "beneficial," "aligned" with the agency's needs, or "effective and efficient." *Id.* Bowhead contends that these

¹⁰ Bowhead's protest also challenged the evaluation of its proposal under the staffing factor. Protest at 20-21. The agency responded to this argument in the agency report. MOL at 23-25. In its comments, the protester failed to rebut or otherwise substantively address the agency's response to this allegation. See Comments & Supp. Protest at 8-16. As such, we find that Bowhead has abandoned this allegation, and we dismiss it. 4 C.F.R. § 21.3(i)(3); *IntegriGuard, LLC d/b/a HMS Federal-Protest & Recon.*, B-407691.3, B-407691.4, Sept. 30, 2013, 2013 CPD ¶ 241 at 5.

were strengths in its proposal that the agency unreasonably failed to credit. The agency responds that while Bowhead characterizes these proposal elements as exceeding the requirements of the solicitation, the agency's evaluators did not make such a finding. The record supports the agency's argument.

For example, Bowhead alleges that the agency should have found that Bowhead's [DELETED] management structure comprising [DELETED] exceeded the solicitation requirements. In this respect, the protester notes that the TEB found that Bowhead's proposal "demonstrate[d] [an] understanding of the [g]overnment's requirement," and would be "extremely beneficial" because it "increas[ed] efficiency in communications and planning." Protest at 19-20; see AR, Exh. 12, Revised Technical Evaluation at 10.

The agency argues that the solicitation required that offerors "both demonstrate[] an understanding of the requirements and present[] an efficient and effective management approach to satisfying the requirements of the PWS." RFP at 19. The agency states that its evaluators and contracting officer determined that Bowhead's management structure met this standard, and documented that determination. COS at 9; see AR, Exh. 12, Revised Technical Evaluation at 12; AR, Exh. 13, Post-Negotiation Memorandum at 4-5. Finally, the agency argues that Bowhead's challenge to the evaluation represents disagreement with the agency's judgment, without more. See *Pemco Aeroplex, supra*. We agree.

Upon review of the [DELETED] management structure example, we find that Bowhead did not explain how this proposal feature exceeded the requirements of the solicitation. While the evaluators wrote positively about this aspect of Bowhead's proposal, this is consistent with the agency's conclusion that Bowhead's proposal met, but did not exceed, the PWS requirements. This is particularly true given the solicitation's mandate that offerors demonstrate an understanding of the PWS requirements and propose an effective and efficient approach to meeting them. Bowhead has not shown the agency's evaluation to be unreasonable or inconsistent with the solicitation's evaluation criteria. *Wilson 5 Serv., supra* at 4. Accordingly, we deny this aspect of Bowhead's protest.¹¹

¹¹ In its comments on the agency report, filed on November 7, 2022, Bowhead provided more examples of positive evaluator comments, and made a similar argument that these represented strengths in Bowhead's proposal. Bowhead could have made these arguments in its initial protest yet failed to do so. In this regard, the agency's unsuccessful offeror notice to Bowhead, sent on August 31, 2022, included the full text of the agency's evaluation of Bowhead's proposal. See AR, Exh. 14, Unsuccessful Offeror Notice to Bowhead at 4-23. Our regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *LOGMET LLC*, B-420507, May 6, 2022, 2022 CPD ¶ 112 at 3 n.5. Accordingly, we dismiss these allegations. *Id.* In any event, we have reviewed these examples and find nothing unreasonable in the agency's

Evaluation of Manta's Proposal

Bowhead also challenges the agency's evaluation of the awardee's proposal under the past performance factor.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and size of an offeror's performance history, is a matter of discretion, which we will not disturb unless the agency's assessment is unreasonable or inconsistent with the solicitation criteria. See *Metropolitan Life Ins. Co.*, B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 14. When a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria, and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 14.

Here, the solicitation required offerors to submit one past performance project, and stated that the relevancy of that project would be evaluated with respect to scope, complexity, and magnitude. RFP at 20-21. Manta submitted an Army contract performed by one of its subcontractors.¹² Bowhead alleges that it was unreasonable for the agency to find this past performance similar in scope, complexity, and magnitude to the current requirement.

With respect to magnitude, Bowhead argues that Manta's past performance project, at a value of \$32 million per year, is "substantially smaller" than the current solicitation's \$50 million annual value. Comments & Supp. Protest at 17-18. The agency responds that it considered the magnitude of the two contracts by comparing both dollar value and staffing levels, and that it reasonably concluded that Manta's past performance project was similar to the current effort. See AR, Exh. 12, Revised Technical Evaluation at 9. We find this conclusion to be within the agency's discretion, and see no basis--nor has Bowhead provided us with any--to conclude that the agency's determination was unreasonable. *Metropolitan Life, supra* at 14.

With respect to scope and complexity, Manta's revised proposal included a detailed explanation of the similarities between its submitted past performance project and the instant PWS, including a listing of specific PWS requirements with an explanation of how its past performance project included similar work. AR, Exh. 27, Manta Revised Proposal at 14-18. The TEB reviewed this information and concluded that Manta's past performance was similar in scope because it included similar requirements, including fielding, and because the systems supported "are similar and, in some cases, identical to the systems supported" under this solicitation. AR, Exh. 12, Revised Technical

conclusion that they demonstrate areas in which Bowhead met, but did not exceed, the solicitation's requirements.

¹² While the RFP instructed offerors to submit their own prime contractor experience, it expressly stated that "[t]he [p]rime contractor can utilize a [s]ubcontractor's past performance only if it was Army related." See RFP at 20-21.

Evaluation at 9. The TEB also concluded that Manta's past performance was similar in complexity, because it included similar labor categories that perform instructor, fielding, installation, logistics, and technical support functions, again on systems similar to those involved in this solicitation. *Id.* The contracting officer agreed. AR, Exh. 13, Post-Negotiation Memorandum at 6.

The protester contends that this determination was unreasonable. Bowhead does not support this argument with any comparison of the scope or complexity of Manta's past performance project and the PWS here. Instead, it argues that the agency should not have found the efforts similar in scope and complexity because the "fielding" work performed on Manta's past performance project was provided by "teammates" of Manta's subcontractor, rather than self-performed. Comments & Supp. Protest at 17-18.

Agencies are required to evaluate proposals based exclusively on the evaluation factors stated in the solicitation. *Seaward Servs., Inc.*, B-420580, B-420580.2, June 13, 2022, 2022 CPD ¶ 145 at 8. Here, the RFP did not require proposals to include information on whether a past performance effort had been self-performed, versus performed by a teammate; nor did it require the agency evaluation to consider this distinction. In such circumstances, Bowhead's argument provides us with no basis to find the agency's evaluation unreasonable. *See Nexsys Electronics Inc. d/b/a Medweb*, B-419616.4, Jan. 7, 2022, 2022 CPD ¶ 26 at 4 (argument that agency should have evaluated proposals on criteria not required by the solicitation does not state a valid basis for protest). Accordingly, we deny Bowhead's challenge to the evaluation of Manta's past performance.

Disparate Treatment

Finally, Bowhead alleges that the agency treated it and Manta unequally because the contracting officer credited Manta (but not Bowhead) for providing 24/7 assistance to contractor personnel. Comments & Supp. Protest at 20. Bowhead argues that it "also proposed 24/7 assistance." *Id.*

When a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10.

Here, it is clear that the contracting officer's decision to evaluate Manta's proposal differently from Bowhead's stems from a difference in proposals. The contracting officer found Manta's proposal to provide 24/7 support to be a benefit under the management approach factor. AR, Exh. 13, Post-Negotiation Memorandum at 8-9. In this respect, Manta's proposal states, in its management approach section, that Manta will have a centralized operations center which will be "available 24 hours a day, seven days a week," and that this will "ensure that [contract] personnel always have the support they need, no matter where they are in the world." AR, Exh. 27, Manta Revised Proposal at 4.

By contrast, the reference to 24/7 support in Bowhead's proposal comes in the past performance section, where Bowhead describes how--on another contract--Bowhead's organizational structure "is flexible and adaptive, providing for 24/7 service support across [continental United States] and [outside the continental United States] locations." AR, Exh. 8, Bowhead Revised Proposal at 22. The management approach section of Bowhead proposal does not mention or describe an approach to 24/7 support. *Id.* at 10-17. Thus, in contrast to Manta's detailed explanation, in the relevant proposal section, of its plan to provide 24/7 support on this contract, Bowhead's mention of this concept is brief, conclusory, and located in a different section of its proposal. See *UDC USA, Inc.*, B-419671, June 21, 2021, 2021 CPD ¶ 242 at 5 (agency reasonably did not consider brief, conclusory information located in one proposal section in evaluating proposal on another evaluation factor).

Accordingly, we conclude that the contracting officer's decision to view Manta's proposal of 24/7 support as an advantage over Bowhead's proposal was based on differences in the proposals, and does not reflect disparate treatment.¹³ *IndraSoft, supra* at 10.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹³ We have similarly reviewed Bowhead's allegation that the "numerous evaluation errors" it alleged in the agency's evaluation of proposals "also reflect disparate treatment." Comments & Supp. Protest at 1 n. 1. We find no basis to conclude that the agency treated offerors unequally, and we deny this aspect of the protest.