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# Decision

**Matter of:** The Spectrum Group Members, LLC

**File:** B-423756

**Date:** December 4, 2025

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Devon E. Hewitt, Esq., and Matthew L. Nicholson, Esq., Potomac Law Group, for FedWriters, Inc., the intervenor.

Stephan Piel, Esq., and Brandon R. Cogswell, Esq., Department of Defense, for the agency.

Christopher Alwood, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging agency's evaluation of technical proposals and past performance is denied where the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria.
  2. Protest challenging awardee's pricing as unreasonable and materially lower-priced is denied where the solicitation did not provide for a price realism evaluation.
  3. Protest that awardee's proposal contained an impermissible "bait and switch" of its key personnel or, alternatively, that the awardee failed to disclose subsequent proposed key personnel availability before contract award is denied where there is no evidence that the awardee's key personnel are unavailable to perform or that the awardee had actual knowledge of any alleged unavailability.
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## DECISION

The Spectrum Group Members, LLC, a small business of Alexandria, Virginia, protests the award of a contract to FedWriters, Inc., a small business of Fairfax, Virginia, under request for proposals (RFP) No. HQ003425R0047, issued by the Department of Defense (DOD), Washington Headquarters Services, for training, assistance, and assessment services. The protester challenges various aspects of the agency's evaluation of proposals and source selection decision, including the agency's evaluation of key personnel and the sufficiency of the agency's price evaluation.

We deny the protest.

## BACKGROUND

On March 4, 2025, the agency issued the solicitation as a small business set-aside under the commercial item procedures of Federal Acquisition Regulation (FAR) part 12, using the negotiated procurement policies and procedures established under FAR part 15. Agency Report (AR), Exh. 4, RFP amend. 0003 at 0382-0385.<sup>1</sup> The RFP sought proposals to provide training, assistance, and assessment services to DOD's Office of the Assistant Secretary for Defense for Manpower and Reserve Affairs in support of the National Guard Youth Challenge Program (NGYCP) and the DOD STARBASE program.<sup>2</sup> Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 1. The solicitation contemplated the award of a contract with fixed-price and time-and-materials contract line item numbers (CLINs) for a 1-month phase-in period, an 11-month base period, and four 1-year option periods. RFP at 0391; AR, Exh. 3, RFP amend. 0002 at 0336.

The RFP established that award would be made on a best-value tradeoff basis, considering technical approach, past performance, and price. RFP at 0464. The RFP stated that the technical factor was more important than price, and that the non-price factors, when combined, were significantly more important than price. *Id.* The solicitation also provided that the agency would separately evaluate, on a pass/fail basis, whether each proposal included letters of commitment from three proposed key personnel. *Id.* at 0463-0464. Proposals that did not meet this requirement would not be considered for award.<sup>3</sup> *Id.*

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<sup>1</sup> The agency amended the solicitation three times. Unless otherwise noted, citations to the solicitation in this decision are to the version issued by the agency as amendment 0003. The agency used a Bates numbering system to provide page numbers in its exhibits. Citations to the agency report exhibits in this decision refer to the Bates numbers assigned by the agency.

<sup>2</sup> The NGYCP is a "civilian youth opportunity program that seeks to improve [the] life skills and employment potential of its participants by providing military-based training and supervised work experience." AR, Exh. 3, RFP amend. 0002 at 0334; *see also* 32 U.S.C. § 509. STARBASE is a science, technology, engineering, art and design, and mathematics education improvement program for elementary and secondary school students. AR, Exh. 3, RFP amend. 002 at 0335; *see also* 10 U.S.C. § 2193a.

<sup>3</sup> The solicitation required the letters of commitment to have been signed within 10 days of the deadline for receipt of proposals and to state that the key person was willing to work for the proposing offeror on the contract and had granted that offeror permission to use the key person's resume. RFP at 0464.

The agency was to evaluate proposals under the technical approach factor considering the offeror's phase-in transition plan, staffing plan, key personnel qualifications, and approach to performance work statement (PWS) sections 5.2.3 and 5.3.13.<sup>4</sup> *Id.* at 0464-0465. The agency was to assign each proposal an adjectival rating under the factor of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 0466.

As relevant here, under the technical approach factor, the solicitation instructed offerors to "propose an effective method to accomplish the critical tasks/sub-tasks listed in PWS [s]ections 5.2.3 and 5.3.13." *Id.* at 0461. Notably, the RFP submission instructions did not require offerors to propose an approach to meeting any of the 37 other tasks or subtasks in section five of the PWS, including section 5.3.12, which requires the successful offeror to provide "Parametric Technology Corporation [] 3-D engineering design training workshops." AR, Exh. 3, RFP amend. 0002 at 0353. Instead, the RFP provided that the agency would evaluate proposed approaches to PWS sections 5.2.3 and 5.3.13 to determine the extent to which each offeror demonstrated understanding of the PWS requirements and detailed feasible and reliable methods to accomplish the tasks while ensuring quality deliverables. RFP at 0464.

Also under the technical approach factor, the solicitation stated that the agency would evaluate the resumes of proposed key personnel to determine whether they met the solicitation's minimum requirements and to determine the extent to which the personnel possessed additional relevant qualifications. *Id.* at 0465.

Under the past performance factor, the agency would evaluate the quality of each offeror's recent and relevant past performance to determine the likelihood that the offeror would successfully perform the contract. *Id.* at 0465, 0467. While the RFP provided that the agency could consider past performance information from other sources, it did not require the agency to do so. *Id.* at 0465. The RFP specified that the agency's evaluation documentation would discuss the offerors' quality of performance on each recent and relevant past performance reference. *Id.* The solicitation provided that the agency would assign a performance confidence assessment rating to each offeror based on its overall record of recent and relevant past performance.<sup>5</sup> *Id.*

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<sup>4</sup> Section 5.2.3 of the PWS requires the successful offeror to assess, review, and update NGYCP training products, curricula, and tests. AR, Exh. 3, RFP amend. 0002 at 0350. Section 5.3.13 of the PWS requires the successful offeror to perform operational site visits at each of the 90 STARBASE program sites at least once every 3 years. *Id.* at 0336, 0353. The purpose of these site visits is to review the site operations for compliance with DOD and program requirements and to provide training. *Id.*

<sup>5</sup> The solicitation stated that the agency would assign confidence rating assessments of either substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. RFP at 0467.

The agency was to evaluate price in accordance with FAR sections 12.209 and 15.404-1 to determine whether each offeror's proposed price is fair and reasonable and to calculate a total evaluated price. *Id.* at 0466. The solicitation explained that the total evaluated price would be evaluated as the sum of the proposed prices for the fixed-price CLINs for the base and option periods--including the 6-month extension authorized by FAR clause 52.217-8--and a government-provided estimate for the time-and-materials CLINs. *Id.*

On or before the April 3 solicitation closing date, the agency received proposals from seven offerors, including Spectrum and FedWriters. COS/MOL at 2; AR, Exh. 12, Source Selection Decision (SSD) at 0791. The agency's technical evaluation board (TEB) evaluated Spectrum's and FedWriters's proposals as follows:

	<b>Spectrum</b>	<b>FedWriters</b>
<b>Pass/Fail Elements</b>	Pass	Pass
<b>Technical Approach</b>	Outstanding	Good
<b>Past Performance</b>	Substantial Confidence	Satisfactory Confidence
<b>Price</b>	\$24,177,744	\$17,067,273

AR, Exh. 12, SSD at 0796.

The source selection authority (SSA) reviewed and agreed with the TEB's evaluation. *Id.* at 0797-0801. Based on the evaluation, the contracting officer determined that FedWriters's proposal represented the best value to the government. *Id.* at 0801. In comparing proposals, the contracting officer found that Spectrum's proposal was superior under the technical approach factor and documented the strengths that she considered to be differentiators in Spectrum's proposal. *Id.* at 0799-0801. The contracting officer also noted that the TEB had evaluated Spectrum's past performance as superior to FedWriters's. *Id.* at 0800. However, the contracting officer concluded that these documented advantages in Spectrum's technical approach and superior past performance did not merit paying a \$7.1 million--or 41.6 percent--price premium.

On June 18, the agency awarded the contract to FedWriters. AR, Exh. 13, Award Notification. On July 3, the agency informed Spectrum that it was not selected for award. AR, Exh. 14, Unsuccessful Offeror Letter. Following a debriefing, Spectrum filed this protest on July 23.

## DISCUSSION

The protester challenges several aspects of the agency's technical evaluation, as well as the evaluation of price and past performance, and the resulting source selection decision. We note that the protester raises several collateral arguments. While our decision does not specifically address every argument, we have reviewed each argument and conclude that none provides a basis to sustain the protest. We discuss several representative examples below.

## Technical Evaluation

The protester contends that the agency's evaluation of the awardee's technical approach unreasonably failed to consider whether FedWriters could provide the Parametric Technology Corporation 3-D engineering design training workshops required by section 5.3.12 of the PWS. Protest at 15-17; Comments at 8-10. The protester alleges that these training workshops are a mandatory requirement that FedWriters cannot fulfill without the support of the Parametric Training Corporation. *Id.* Spectrum argues that, because FedWriters did not team with Parametric or otherwise demonstrate that it has contractual or licensing rights to deliver Parametric's proprietary services, FedWriters could not have demonstrated a plan to meet this requirement. *Id.* The agency responds that its evaluation under the technical approach factor was reasonable because the terms of the solicitation did not require it to evaluate offerors' approaches to PWS section 5.3.12. COS/MOL at 5-10. We agree.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.*

Here, the evaluation criteria for the technical approach factor provided that the agency would evaluate each offeror's phase-in transition plan, staffing plan, and proposed key personnel qualifications along with its approach to PWS sections 5.2.3 and 5.3.13. RFP at 0464-0465. As noted above, the RFP's submission instructions did not require offerors to propose, nor did the evaluation criteria require the agency to evaluate, an approach to providing Parametric training workshops as described in PWS section 5.3.12. See *id.* at 0464. Thus, the protester has not provided a basis to conclude that the technical evaluation deviated from the express terms of the solicitation or was otherwise unreasonable.<sup>6</sup>

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<sup>6</sup> The protester maintains that the agency should have evaluated FedWriters's approach to providing the Parametric training workshops because this task is interdependent with the requirements of PWS section 5.3.13, which the agency was required to evaluate. Comments at 9. In this regard, the protester argues that the Parametric training workshops from PWS section 5.3.12 were reasonably encompassed by the requirements of PWS section 5.3.13. *Id.* We do not agree.

In this regard, the protester has not shown that the two requirements are connected in such a way that an offeror responding to the RFP requirement to provide a method for addressing PWS section 5.3.13 (which discusses required operational site visits) would have understood that it had to also address PWS section 5.3.12, which relates to a separate topic (Parametric training workshops). Also, while our Office has explained  
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Absent a solicitation provision requiring the agency to evaluate FedWriters's ability to provide the required Parametric training, we view Spectrum's arguments as relating to the awardee's responsibility. Our Office generally will not consider a protest challenging an agency's affirmative determination of an offeror's responsibility. 4 C.F.R. § 21.5(c). We will, however, review a challenge to an agency's affirmative responsibility determination where the protester presents specific evidence that the contracting officer may have ignored that, by its nature, would be expected to have a strong bearing on whether the awardee should be found responsible. *Id.*; *FCi Fed., Inc.*, B-408558.4 *et al.*, Oct. 20, 2014, 2014 CPD ¶ 308 at 7.

The allegations that our Office has reviewed in the context of an affirmative determination of responsibility generally pertain to very serious matters such as potential criminal activity. *See, e.g., FCi Fed., Inc., supra* (reviewing an allegation that the agency failed to consider an ongoing Justice Department investigation into whether the awardee's parent company defrauded the government when performing background investigations); *FN Mfg., Inc.*, B-297172, B-297172.2, Dec. 1, 2005, 2005 CPD ¶ 212 at 7-8 (reviewing an allegation that the agency failed to consider an ongoing investigation into whether the awardee defrauded the government on a prior contract for the same requirement).

Spectrum's protest fails to meet the threshold for our review in this area. Here, the protester only contends that FedWriters's proposal does not reflect a teaming agreement with Parametric and speculates that FedWriters does not otherwise have a

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that an agency may properly apply evaluation considerations that are not expressly identified in the RFP if those considerations are reasonably and logically encompassed within the stated evaluation criteria, there is no general requirement that the agency do so. *See, e.g., Cantu Servs., Inc.*, B-421440, May 10, 2023, 2023 CPD ¶ 127 at 3.

Further, our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4. Our timeliness rules specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). Here, as discussed above, it was apparent in the terms of the solicitation that the agency would not evaluate offerors' approaches to meeting the requirements of PWS section 5.3.12. To the extent the protester alleges that this aspect of the PWS should have been used as an evaluation criterion, we dismiss such arguments as untimely challenges to the terms of the solicitation.

contractual relationship with Parametric.<sup>7</sup> Protest at 16-17; Comments at 8-9. Further, Spectrum does not point to any information in FedWriters's proposal, or otherwise available to the contracting officer, that indicates FedWriters will be unable to meet the Parametric training workshop requirement. Such allegations do not support the necessary threshold showing to trigger our Office's review of a challenge to an affirmative responsibility determination. See *Hendry Corp.*, B-400224.2, Aug. 25, 2008, 2008 CPD ¶ 164 at 2-3 (declining to review a protester's allegation that the awardee was not responsible because it would violate a non-compete agreement); see also *Gaver Indus., Inc., dba Barker & Barker Paving*, B-412428, Feb. 9, 2016, 2016 CPD ¶ 57 at 4 (declining to review a protester's allegation that awardee was not responsible because it did not show any relevant experience on its website).

### Past Performance Evaluation

Spectrum also challenges the agency's evaluation of past performance. Specifically, the protester alleges that the SSA failed to independently evaluate past performance and that any consideration of past performance was inadequately documented in the source selection decision. Protest at 12-13; Comments at 3-5. The agency generally responds that its past performance evaluation was reasonable, adequately documented, and consistent with the terms of the solicitation. COS/MOL at 3-4.

An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, 2019 CPD ¶ 181 at 10; see also *SIMMEC Training Sols.*, B-406819, Aug. 20, 2012, 2012 CPD ¶ 238 at 4. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. *FN Mfg., LLC*, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7.

Further, source selection officials in negotiated procurements have broad discretion in

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<sup>7</sup> In support of its argument that FedWriters did not enter into a teaming agreement or other contract with Parametric's STARBASE group, Spectrum's protest included an email from a Parametric employee, which the protester cites as demonstrating the lack of an agreement. Protest at 16-17 (*citing* Protest exh. 14, Parametric Email). However, the email only states that "[g]iven the large size of our organization and various partners and resellers [the Parametric employee] cannot confidently confirm that there are no connections" between Parametric and FedWriters. Protest exh. 14, Parametric Email. Nothing in the email supports a contention that FedWriters does not have a teaming agreement or other contract with Parametric. Accordingly, without more, we find the protester's allegation here amounts to nothing more than speculation. Cf. *LCE Newport Beach, Inc.*, B-422707, July 30, 2024, 2024 CPD ¶ 170 at 5 (finding that unsupported speculation does not meet our standard for a "legally sufficient protest").

determining the manner and extent to which they will make use of technical and price evaluation results. *2H-&V Constr. Servs.*, B-411959, Nov. 23, 2015, 2015 CPD ¶ 368 at 8. Where a price/technical tradeoff is made, the source selection decision must be documented, and the documentation must include the rationale for any tradeoffs made, including the benefits associated with additional costs. FAR 15.308; *The MIL Corp.*, B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13. However, there is no requirement that a selection decision discuss the agency's consideration of every aspect of proposals in order to document the selection of the awardee's proposal. Rather, the documentation need only be sufficient to establish the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. See *General Dynamics-Ordnance & Tactical Sys.*, B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8.

Here, we see no basis to object to the SSA's consideration of past performance or the SSA's documentation of this consideration in the source selection decision. Further, we find that the TEB's past performance evaluation, upon which the SSA relied, was reasonable and conducted in accordance with the solicitation's evaluation criteria. The agency's technical evaluators assessed each offeror's past performance references for recency and relevancy. AR, Exh. 7, TEB Report for FedWriters at 0731-0733; AR, Exh. 9, TEB Report for Spectrum at 0750-0751. Upon finding references to be recent and relevant, the TEB evaluated the quality of each reference's past performance using information in contractor performance assessment reports and the past performance information retrieval system.<sup>8</sup> *Id.* Based on the evaluators' consideration of the offerors' recent and relevant past performance, the agency assigned each offeror an overall past performance confidence rating. AR, Exh. 7, TEB Report for FedWriters at 0733; AR, Exh. 9, TEB Report for Spectrum at 0751-0752.

In the SSD, the SSA reviewed the TEB's past performance evaluation and agreed with Spectrum's rating of substantial confidence, specifically noting that Spectrum's "past efforts supporting STARBASE" provided the agency great confidence that an award to Spectrum would "continue to be a successful collaboration." AR, Exh. 12, SSD at 0801. However, the SSA ultimately concluded that Spectrum's "superior past performance" did not merit its proposal's higher price. *Id.*

In light of the broad discretion afforded to the agency in its consideration of past performance, we see no basis to question the agency's documentation of its past performance evaluation or its conclusions regarding the weight of Spectrum's

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<sup>8</sup> As noted above, the solicitation provided that the agency would evaluate past performance by considering the quality of each offeror's recent and relevant past performance to determine the likelihood that the offeror would successfully perform the contract. RFP at 0465, 0467. The RFP specified that the agency's evaluation documentation would discuss the quality of performance on each recent and relevant past performance reference and that the agency would assign a performance confidence assessment rating to each offeror. *Id.* at 0465.



advantages in the best-value tradeoff. The record shows that the agency considered the recency, relevancy, and quality of the offerors' past performance references as required by the RFP. While Spectrum clearly objects to the depth of the SSA's discussion of past performance in the tradeoff and the SSA's conclusions regarding the relative merits of the offerors' past performance, it has not demonstrated, or even meaningfully argued, that the TEB's or SSA's evaluation conclusions were unreasonable or inconsistent with the solicitation. See Comments at 3-6. As such, we deny this ground of protest.

## Price Evaluation

Spectrum argues that the agency's price evaluation was improper where the agency did not consider whether FedWriters had proposed "costs or teaming support" for performance of PWS section 5.3.12, which required the successful contractor to provide Parametric 3-D engineering design training workshops. Comments at 11. Spectrum speculates that, because FedWriters's technical proposal failed to address this requirement, its price must have excluded a material price element and therefore "could not properly [be] compared to" Spectrum's. Protest at 18. While framed as allegations of incomplete pricing, we view Spectrum's arguments here--that the agency should have considered whether FedWriters's price was too low--to essentially be a price realism challenge.

Where a solicitation contemplates the award of a fixed-price or time-and-materials contract, price realism is not ordinarily considered, because a fixed-priced type contract places the risk and responsibility for costs and resulting profit or loss on the contractor. *HP Enter. Servs., LLC*, B-413888.2 *et al.*, June 21, 2017, 2017 CPD ¶ 239 at 5; see FAR 15.402(a). While an agency may conduct a price realism analysis in awarding a fixed-price or time-and-materials contract, it is for the limited purpose of measuring an offeror's understanding of the requirements or to assess the risk inherent in the offeror's proposal. FAR 15.404-1(d)(3); *Hewlett Packard Enter. Co.--Costs*, B-413444.3, Mar. 3, 2017, 2017 CPD ¶ 85 at 5; *Emergint Techs., Inc.*, B-407006, Oct. 18, 2012, 2012 CPD ¶ 295 at 5-6. Absent a solicitation provision providing for a price realism evaluation, however, agencies are neither required nor permitted to conduct one in awarding a fixed-price or time-and-materials contract. *PricewaterhouseCoopers Pub. Sector LLP*, B-415129.3, July 31, 2018, 2018 CPD ¶ 272 at 3.

The RFP here provided for the award of a contract with fixed-price and time-and-materials CLINs and did not contain a provision providing for a price realism analysis. Accordingly, we see no basis to conclude that the agency should have considered whether FedWriters's pricing was understated or too low with regard to the price of meeting the requirements of PWS section 5.3.12.<sup>9</sup>

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<sup>9</sup> Spectrum also alleges that the agency's price reasonableness analysis unreasonably relied on the "receipt of three offers alone" to justify the reasonableness of FedWriters's proposed price. Comments at 10-12 (*citing Technatomy Corp.*, B-414672.5, Oct. 10, (continued...))

## Bait and Switch/ Key Personnel Unavailability

The protester contends that the agency should have found FedWriters's proposal ineligible for award because FedWriters either engaged in an improper "bait and switch" because it never had valid commitments for its proposed key personnel or, alternatively, FedWriters failed to properly advise the agency that its key personnel had become unavailable after FedWriters submitted its proposal but prior to award. Protest at 14-15; Comments at 6-8. In support of these allegations, the protester asserts that FedWriters "began publicly advertising open positions for all three key personnel roles almost immediately after award" and solicited Spectrum's incumbent key personnel to potentially fill the positions. Protest at 14; Comments at 7. Spectrum argues that these facts demonstrate that FedWriters either never had valid commitments from the proposed key personnel or, alternatively, became aware of their unavailability prior to award but failed to properly disclose it. Comments at 7.

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2018, 2018 CPD ¶ 353). Spectrum's reliance on our decision in *Technatomy* is misplaced. In *Technatomy*, the solicitation explicitly stated that the agency would evaluate offerors' prices in accordance with FAR section 15.404. The protester alleged that the agency's price reasonableness analysis unreasonably relied exclusively on the existence of price competition and did not compare the proposed prices. *Technatomy*, *supra* at 11-12. Our Office sustained the protest, explaining that a price reasonableness determination relying on price competition requires a comparison of proposed prices received in response to the solicitation. *Id.* at 14 (citing FAR 15.404-1(b)(2)(i)). We concluded that, in the absence of such a price comparison, there was no indication that the agency had considered whether any of the proposed prices were unreasonably high. *Id.*

The facts here are distinguishable from those in *Technatomy*. Here, the agency compared the total evaluated prices and made award to the lowest-priced offeror. AR, Exh. 11, Price Evaluation Memorandum at 0781-0782. In contrast to *Technatomy*, Spectrum does not contend that a closer comparison of prices would have revealed that the awardee's price was unreasonably high, rather, the protester only complains that FedWriters's proposed price was too low. The protester's speculation that the awardee will not perform at its proposed price presents a question of price realism not price reasonableness; thus, the facts and issues presented in *Technatomy* are not germane to those presented in this case.

Further, Spectrum's total evaluated price was \$7.1 million, or 41.6 percent, higher than FedWriters's total evaluated price. AR, Exh. 12, SSD at 0797. Even if the protester had demonstrated that the agency's analysis of price reasonableness was insufficient, which it has not, Spectrum has not meaningfully explained how it could be prejudiced by an allegedly flawed price reasonableness analysis when its price is higher than the awardee's. On this record, we see no basis to object to the agency's price reasonableness analysis.

The issue of whether personnel identified in an offeror's proposal (or vendor's quotation) will, in fact, perform under the subsequently-awarded contract is generally a matter of contract administration that our Office does not review. *Patricio Enters. Inc.*, B-412738, B-412738.2, May 26, 2016, 2016 CPD ¶ 145 at 4; see also 4 C.F.R. § 21.5(a). Nonetheless, our Office will consider allegations that an offeror proposed personnel that it did not have a reasonable basis to expect to provide during contract performance in order to obtain a more favorable evaluation, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *Patricio Enters. Inc.*, *supra* at 4. Our decisions refer to such circumstances as a "bait and switch." *Id.* To establish an impermissible bait and switch, a protester must show that: (1) the awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance; (2) the misrepresentation was relied on by the agency; and (3) the agency's reliance had a material effect on the evaluation results. *Id.*

Separately, our Office has explained that offerors are obligated to advise agencies of changes in proposed staffing and resources, even after the submission of proposals. *General Revenue Corp., et al.*, B-414220.2 *et al.*, Mar. 27, 2017, 2017 CPD ¶ 106 at 22. This premise is grounded in the notion that a firm may not properly receive award of a contract based on a knowing material misrepresentation in its offer. *M.C. Dean, Inc.*, B-418553, B-418553.2, June 15, 2020, 2020 CPD ¶ 206 at 4. While an offeror generally is required to advise an agency where it knows that one or more key employees have become unavailable after the submission of proposals, there is no such obligation where the offeror does not have actual knowledge of the employee's unavailability. *NCI Information Systems, Inc.*, B-417805.5 *et al.*, Mar. 12, 2020, 2020 CPD ¶ 104 at 8; *DZSP 21, LLC*, B-410486.10, Jan. 10, 2018, 2018 CPD ¶ 155 at 10.

On this record, we find that Spectrum has failed to establish that FedWriters engaged in a bait and switch or that FedWriters's proposed key personnel were unavailable to work on the contract at any time prior to award. FedWriters's proposal included letters of commitment from three proposed key personnel and the agency evaluated the letters as meeting the pass/fail requirements of the RFP. AR, Exh. 5, FedWriters Proposal at 0541-0543, AR, Exh. 12, SSD at 0796. There is no evidence in the record that any proposed key personnel revoked these commitments prior to award. The protester relies solely on the firm's post-award recruiting efforts, specifically, the awardee's recruiting of incumbent key personnel and job postings on the awardee's website for the key personnel positions. Protest at 14; Comments at 7.

As an initial matter, we note that FedWriters proposed to "[r]ecruit and retain select incumbent personnel" as a mitigation strategy against any potential loss of institutional knowledge and explained that qualified incumbents would even be given priority consideration. AR, Exh. 5, FedWriters Proposal at 0566-0568. Accordingly, we find that FedWriters's outreach to the incumbent key personnel regarding potential employment is consistent with FedWriters's proposed approach. We fail to see how such efforts provide a basis to conclude that FedWriters misrepresented the availability

of its proposed key personnel or otherwise had knowledge of any proposed key person's unavailability before contract award.

We are also unpersuaded by Spectrum's arguments that FedWriters's post-award job postings for the three key personnel positions demonstrates an impermissible bait and switch or that any proposed key person became unavailable before award. Our Office has found that evidence of recruitment efforts does not establish a knowing or negligent representation that an awardee did not expect to furnish proposed key personnel during performance. *Advanced Mgmt. Strategies Grp., Inc.*, B-423290, B-423290.2, Apr. 16, 2025, 2025 CPD ¶ 80 at 5-6 (denying protest that job postings for key person position were evidence of a material misrepresentation). Similarly, we have explained that the recruitment of key personnel at the time of award, does not, by itself, establish that the proposed personnel were unavailable to perform the contract work. *Magellan Federal, Inc.*, B-422803; B-422803.2, Nov. 13, 2024, 2024 CPD ¶ 270 at 8 (dismissing protest alleging that awardee failed to disclose unavailable proposed key personnel based on job postings). In sum, the protester has not provided sufficient evidence to support allegations of an impermissible bait and switch or that any proposed key person became unavailable before award, much less that the awardee had actual knowledge of any alleged unavailability. Accordingly, we deny this protest ground.

#### Best-Value Tradeoff

Finally, Spectrum generally contends that the agency's best-value tradeoff and source selection decision were unreasonable because they were based on the alleged underlying evaluation errors discussed above. Protest at 19-20; Comments at 14. We view Spectrum's allegations here as derivative of the challenges to the agency's evaluation. Thus, we dismiss these allegations because derivative allegations do not establish independent bases of protest. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, 2018 CPD ¶ 394 at 8.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel