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# Decision

**Matter of:** Southwest Range Services, LLC

**File:** B-423843; B-423843.2

**Date:** January 9, 2026

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## DIGEST

1. Protest challenging agency's evaluation of proposals under solicitation's management factor is denied where the agency's evaluation was reasonable, sufficiently documented, and consistent with the solicitation's evaluation criteria.
  2. Protest challenging agency's evaluation of past performance is denied where the protester identified a clear error in the agency's evaluation but could not demonstrate that it was competitively prejudiced by the agency's actions.
  3. Protest challenging agency's best-value tradeoff and source selection decision is denied where the agency's comparative analysis and source selection decision were reasonable, adequately documented, and consistent with the terms of the solicitation.
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## DECISION

Southwest Range Services, LLC, a joint venture (JV) of Las Cruces, New Mexico, protests the award of a contract to TRAX International Corporation, of Las Vegas, Nevada, under request for proposals (RFP) No. W9124R24R0004, issued by the Department of the Army for support services at three Army test centers. The protester challenges the agency's evaluation of proposals and source selection decision.

We deny the protest.

## BACKGROUND

On July 16, 2024, the Army issued the solicitation using the negotiated procurement policies and procedures established under Federal Acquisition Regulation (FAR) part 15, seeking proposals to provide mission test support services (MTSS) at the Army's Yuma Test Center in Yuma, Arizona, the Arctic Regions Test Center in Junction, Alaska, and the Tropical Regions Test Center in Panama. Agency Report (AR), Tab 69, RFP at 1, 129; AR, Tab 38, RFP, amend. 0002, attach. 1, Performance Work Statement (PWS) at 8.<sup>1</sup> The solicitation contemplated the award of an indefinite-delivery, indefinite-quantity contract with cost-plus-fixed-fee, cost-reimbursement, and fixed-price contract line item numbers (CLINs) for a 5-year base period and two 1-year option periods. RFP at 3-13; Contracting Officer's Statement (COS) at 1. The RFP established that award would be made on a best-value tradeoff basis, considering four factors in descending order of importance: management, past performance, small business participation, and cost. RFP at 129, 132-133. Additionally, the management factor consisted of two subfactors, staffing plan and transition plan.<sup>2</sup> *Id.* at 132.

The RFP provided that the agency would evaluate proposals under the management factor to assess offerors' proposed staffing and transition approaches and the extent to which the proposals demonstrated an understanding of the solicitation's requirements. *Id.* at 133. The RFP specified six aspects of proposed staffing plans and three aspects of proposed transition plans the agency was to evaluate.<sup>3</sup> As relevant to this decision,

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<sup>1</sup> The agency amended the solicitation seven times. See AR, Tab 68, RFP amend. 0007. Unless otherwise noted, citations to the RFP in this decision are to the conformed version issued as part of amendment 0007. See AR, Tab 69, RFP amend. 0007. Citations to the PWS in this decision are to the final version included as an attachment to amendment 0002 to the RFP.

<sup>2</sup> The solicitation specified that the management factor was significantly more important than past performance, and that within the management factor the staffing plan subfactor was significantly more important than the transition plan subfactor. *Id.* at 132-133. All of the non-cost factors, when combined, were significantly more important than cost. *Id.* at 133.

<sup>3</sup> Under the staffing plan subfactor, the solicitation provided that the agency would evaluate each offeror's: (a) techniques for acquiring and retaining qualified personnel; (b) overall staffing and recruiting processes to achieve optimal staffing levels, to include surge operations; (c) organizational chart; (d) plan and processes to ensure personnel possess required minimum qualifications; (e) historical ability to retain personnel; and (f) plan and process to manage the daily operations of staff. RFP at 133.

Under the transition plan subfactor, the solicitation provided that the agency would evaluate each offeror's: (a) understanding of the processes and procedures to transition from the incumbent contractor; (b) understanding of transition risks and proposed mitigation strategies; and (c) plan to create the contract management team,  
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RFP section L.4.1.1.1 instructed offerors to identify proposed potential strengths and explain what specific solicitation requirement each potential strength exceeded. *Id.* at 111. Section M.5 of the RFP specified that the agency would evaluate “the proposed potential advantages identified” by the offerors to determine whether they provide advantages over and above the requirements of the PWS. *Id.* at 133.

The agency was to evaluate the offerors’ past performance to assess the relative risks and the offerors’ likelihood of success in performing the solicitation’s requirements. *Id.* at 135. The RFP stated that the agency would consider the recency, relevancy, and quality of each offeror’s past performance.<sup>4</sup> *Id.* at 136. With regard to relevance, the solicitation specified that “more relevant past performance is a stronger predictor of future success” and would have greater influence in the evaluation than less relevant past performance. *Id.* The agency was to assign each offeror an adjectival past performance rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence.<sup>5</sup> *Id.* at 137.

The RFP stated that the agency would evaluate cost proposals for price reasonableness, cost realism, and pricing balance in accordance with FAR section 15.404-1. *Id.* at 139. The cost realism analysis was to be conducted to determine whether proposed cost elements were realistic for the work to be performed, reflected a clear understanding of the requirements, and were consistent with the methods of performance described in each offeror’s proposal. *Id.* at 139-140. The RFP explained that the agency would utilize a total evaluated probable cost/price for the purposes of the best-value tradeoff. *Id.* at 140. The solicitation specified that the total evaluated probable cost/price was to be calculated by adding proposed prices for the fixed-price CLINs, the evaluated most probable cost amounts (based on the cost realism analysis)

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the implementation plan, and the plan support transition of documents and equipment. *Id.* at 134. Based on this evaluation, the agency was to assign each subfactor, and then the overall management factor, an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 134-135.

<sup>4</sup> A past performance effort would be considered recent if it was ongoing or had been performed during the past 5 years from the RFP’s date of issuance. RFP at 136. A past performance effort would be evaluated for relevance to assess how similar the nature of work, size, and complexity involved were to the services being procured under the instant solicitation. *Id.* The agency was then to consider the quality of recent and relevant past performance by determining “how well” offerors performed on their referenced efforts. *Id.* at 137.

<sup>5</sup> The solicitation defined a substantial confidence past performance rating as “the Government has a high expectation that the [o]fferor will successfully perform the required effort.” RFP at 137. The solicitation defined a satisfactory confidence rating as “the Government has a reasonable expectation that the [o]fferor will successfully perform the required effort.” *Id.*

for the cost-plus-fixed-fee CLINs, the cost-reimbursement CLIN amounts, which were provided by the government in the solicitation, and the price for the FAR clause 52.217-8 6-month option to extend services. *Id.*; see also AR, Tab 66, RFP amend. 0006, attach. 4, Pricing Matrix.

The agency received proposals from four offerors in response to the solicitation, including Southwest Range and TRAX. COS at 3. After the conclusion of discussions, the agency evaluated final proposals as follows:

	Southwest Range	TRAX
<b>Management</b>	Outstanding	Outstanding
<b>Staffing Plan</b>	Outstanding	Outstanding
<b>Transition Plan</b>	Acceptable	Outstanding
<b>Past Performance</b>	Substantial Confidence	Substantial Confidence
<b>Small Business Participation</b>	Good	Good
<b>Total Evaluated Cost/Price</b>	\$724,751,783	\$780,253,641

AR, Tab 123, Source Selection Decision Document (SSDD) at 9.

The source selection authority (SSA) reviewed the source selection evaluation board's (SSEB) evaluation and the source selection advisory council's (SSAC) recommendation and conducted an independent analysis of the proposals. *Id.* at 17-27, 29-33. The SSA decided that, based on the relative importance of evaluation factors set forth in the RFP, TRAX's proposal provided the best value to the government. *Id.* at 32. The SSA found that TRAX's management proposal was more advantageous than Southwest Range's, specifically highlighting two significant strengths that "strongly align[ed] with the Government's requirements" and would enable superior performance of the contract. *Id.* at 30-31. The SSA concluded that TRAX's evaluated advantages under the most important evaluation factor warranted TRAX's \$55,501,858 price premium. *Id.* at 31-32.

Following notice of the agency's award decision and a debriefing, Southwest Range filed the instant protest. See AR, Tab 129, Unsuccessful Offeror Notice; AR, Tab 137, Response to Southwest Range Debriefing Questions.

## DISCUSSION

Southwest Range challenges various aspects of the agency's evaluation of proposals as well as 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.<sup>6</sup>

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<sup>6</sup> In its initial protest, Southwest Range contended that the agency had disparately evaluated aspects of Southwest Range's and TRAX's proposals under the staffing plan (continued...)

## Management Evaluation

Southwest Range alleges that the agency's evaluation of proposals under the management factor was not conducted in accordance with the terms of the solicitation and was otherwise unreasonable. In this regard, the protester argues that several aspects of its management proposal should have been evaluated as strengths or significant strengths under both the staffing and transition subfactors. Protest at 19-35; Comments & Supp. Protest at 35-49; Supp. Comments at 32-40. Southwest Range further contends that the agency's failure to document its consideration of five potential strengths identified in Southwest Range's proposal demonstrates that the agency did not evaluate these aspects of the proposal. Comments & Supp. Protest at 35-49; Supp. Comments at 7-8. The protester also contends that the agency unequally evaluated Southwest Range's and TRAX's respective proposals to utilize university partnerships. Comments & Supp. Protest at 30-35.

The agency responds that it evaluated proposals under the management factor reasonably and in accordance with the solicitation's evaluation criteria. COS at 10-19; Memorandum of Law (MOL) at 17-49. The agency contends that while the solicitation required it to evaluate Southwest Range's entire proposal, it did not require the agency to specifically document its evaluation of each potential strength identified by the protester. MOL at 34-35. The agency generally argues that it evaluated the potential strengths identified in Southwest Range's proposal based on the solicitation's evaluation criteria and documented where these aspects merited strengths or

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and transition plan subfactors. Protest at 26, 35-36. The protester also argued, based solely on its alleged knowledge of TRAX's "substandard staffing methods" used in prior contracts, that the agency must have unreasonably evaluated TRAX's proposal under the staffing plan subfactor. Protest at 36-39. The intervenor requests that we dismiss these allegations, arguing that they lack sufficient factual or legal support and are speculative. TRAX Req. for Partial Dismissal at 5-9. We agree and dismiss these initial protest allegations. See 4 C.F.R. § 21.1(c)(4) and (f); *Warfighter Focused Logistics, Inc.*, B-423546; B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4 n.3 ("[P]rotesters must provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action."). In this regard, we find that the protester's arguments rely on bare assertion and amount to no more than speculation regarding the contents of TRAX's management proposal and therefore did not meet the standard contemplated by our regulations for a factually and legally sufficient protest.

We note, however, that the protester subsequently raised a legally and factually sufficient disparate treatment allegation, discussed below, after receiving relevant proposal and evaluation documents as part of the agency report. See Comments & Supp. Protest at 30-35.

represented weaknesses or uncertainties to be addressed in discussions. See, e.g., MOL at 24-25, 39.

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.* A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8.

As an initial matter, we find that the agency adequately documented its evaluation under the management factor. In this regard, the record demonstrates that the SSEB's evaluation of Southwest Range's proposal considered the six staffing plan aspects and three transition plan aspects required by the RFP. AR, Tab 117, Southwest Range SSEB Report at 12-47; see RFP at 133-134. The agency documented the aspects of Southwest Range's proposal that met the requirements, merited strengths, or constituted weaknesses or uncertainties that should be addressed in discussions. AR, Tab 117, Southwest Range SSEB Report at 12-47. Overall, the SSEB found that Southwest Range's staffing plan demonstrated an exceptional approach and understanding of the requirements, with one significant strength, one strength, and no weaknesses. *Id.* at 41. The SSEB also found that Southwest Range's transition plan met the solicitation requirements, demonstrating an adequate approach with no assessed strengths or weaknesses. *Id.* at 47.

While the SSEB report did not discuss every potential strength identified by the protester in its proposal, this does not mean that the agency did not consider them. Contrary to Southwest Range's assertions, an agency is not required to document all determinations of adequacy or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Building Operations Support Servs., LLC*, B-407711, B-407711.2, Jan. 28, 2013, 2013 CPD ¶ 56 at 5. That the SSEB report primarily documented the proposal aspects that the agency considered to meet or exceed the PWS was reasonable and consistent with the solicitation. See RFP at 133-134; see also FAR 15.305(a) ("The relative strengths, deficiencies, significant weaknesses, and risks supporting proposal evaluation shall be documented"). Accordingly, we see no basis to object to the manner and documentation of the agency's evaluation of proposals.<sup>7</sup>

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<sup>7</sup> The protester alleges that the agency's failure to contemporaneously discuss certain potential strengths identified in Southwest Range's proposal necessarily means that the agency failed to meet the RFP's requirement to evaluate such proposed advantages. See Comments & Supp. Protest at 36; Supp. Comments at 7-8. In this regard, RFP section L.4.1.1.1 instructed that "[i]f an [o]fferor believes its approach provides a

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Further, we have reviewed Southwest Range's numerous specific challenges regarding the agency's assessment or non-assessment of strengths under the management factor and none provide a basis to sustain the protest. For example, the protester contends that the agency unreasonably failed to credit Southwest Range with a strength under the staffing plan subfactor for its "[e]xtensive in-house [recruiting team] with [DELETED] recruiting resources of the JV [joint venture] members and subcontractors with established partnerships with external recruiting agencies and universities." Comments & Supp. Protest at 46 (*citing* AR, Tab 75, Southwest Range Management Proposal at 3-4). In this regard, the protester explains that its proposal identified this aspect of its staffing plan as an advantage meriting a strength and included further exposition of these capabilities elsewhere in the staffing plan. Comments & Supp. Protest at 46-47 (*citing* AR, Tab 75, Southwest Range Management Proposal at 9). Southwest Range argues that the agency's evaluation failed to consider these staffing plan elements, which should have supported the assessment of a strength. The agency responds that it extensively considered Southwest Range's staffing plan, including its recruiting team, and documented where it found aspects of the staffing plan met the solicitation's requirements. MOL at 35-36.

Under the staffing plan subfactor, the RFP provided that the agency would evaluate each offeror's proposed "techniques for acquiring and retaining qualified personnel" and

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strength, the specific requirement that is considered exceeded shall be identified." RFP at 111. The RFP also states that "the proposed potential advantages identified by the [o]fferor will be evaluated to determine whether they are over and above the requirements of the PWS." *Id.* at 133. To the extent that the protester is alleging that this provision required the agency to specifically document its consideration of all potential strengths identified in an offeror's proposal, including why such aspects did not merit a strength, we disagree.

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Planned Sys. Int'l, Inc.*, B-413028.5, Feb. 21, 2018, 2018 CPD ¶ 126 at 6. Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *Bauer Techs., Inc.*, B-415717.2, B-415717.3, June 22, 2018, 2018 CPD ¶ 217 at 4. Here, the interpretation advanced by the protester is not reasonable. The plain language of the RFP clearly requires that the agency evaluate the potential strengths identified by an offeror in its proposal, but it does not include a documentation requirement. In the absence of a more specific mandate in the RFP, we see no basis to impose a stricter documentation requirement than other procurements conducted under FAR part 15. See *Building Operations Support Servs. LLC, supra*; FAR 15.305(a).

“overall staffing and recruiting processes.” RFP at 133. The record demonstrates that, when evaluating these aspects of Southwest Range’s proposal, the agency specifically discussed the capabilities identified in the proposal as a potential strength. AR, Tab 117, Southwest Range SSEB Report at 12-17. The SSEB report detailed, for example, that Southwest Range would use “traditional marketing and recruiting tools,” utilize “seasoned corporate recruiters,” and concluded that this approach “meets the need of recruiting personnel to accomplish the PWS requirements.” *Id.* at 14, 16. Further, the SSEB report noted that Southwest Range proposed to leverage “the powerful collective recruiting resources of our member companies,” “tap[] into the recruiting capacity of each member company[,]” and “provided details regarding previous university partnerships and benefits received from these partnerships.” *Id.* at 12-15.

On this record, we see no basis to question the agency’s assessment that these aspects of Southwest Range’s proposal met the solicitation’s requirements but did not merit a strength. While the protester complains that the agency did not separately address its consideration of this potential strength in its evaluation of the protester’s staffing plan, the record is clear that the agency considered each of these aspects of Southwest Range’s recruiting approach and documented that these aspects met the solicitation requirements. While Southwest Range may disagree with the agency’s judgements, it does not meaningfully argue how these proposal aspects exceeded the solicitation requirements and has therefore failed to establish that the agency’s judgements were unreasonable.<sup>8</sup>

As another example, Southwest Range argues that it should have received a strength under the transition plan subfactor for the proposed use of its [DELETED] methodology and procedures. Comments & Supp. Protest at 40-42. The protester contends that its proposal describes how its [DELETED] approach includes a dedicated transition team and automated staffing processes, which it argues will positively impact incumbent capture and reduce time for recruiting. *Id.* The protester argues that these aspects of its proposal go “well beyond” the PWS requirements, which only required offerors to describe their transition plans and mitigation strategies. *Id.* (*citing* PWS at 30). The agency responds that it considered the protester’s use of the [DELETED] methodology but did not find that it merited a strength. COS at 15-16; MOL at 34-36.

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<sup>8</sup> Notably, while Southwest Range’s proposal stated that the alleged advantages of its in-house recruiting team and university partnerships comprise the reduction of time to backfill positions and the maximization of sources for staffing expansions, the proposal only identifies the PWS requirement this strength is purported to exceed as “PWS 1.25.” AR, Tab 75, Southwest Range Management Proposal at 3. Section 1.25 of the PWS addresses the transition plan. The protester does not explain why a proposal aspect that purports to exceed a PWS transition plan requirement warrants a strength under the staffing plan evaluation.

We see no basis to sustain this protest ground. As an initial matter, Southwest Range proposed that its [DELETED] methodology should merit a strength, in part, because it “[r]educes schedule and performance risks of positions not being filled” at the start of contract performance and because it provides streamlined recruiting and onboarding with hiring documents available to applicants.<sup>9</sup> AR, Tab 75, Southwest Range Management Proposal at 38. The record shows that the SSEB documented its consideration of the merits of the [DELETED] methodology in the evaluation of Southwest Range’s staffing plan. AR, Tab 117, Southwest Range SSEB Report at 14-33. The SSEB noted the aspects of the [DELETED] methodology that addressed the evaluation criteria and documented the evaluators’ conclusions regarding this aspect of Southwest Range’s proposal. See *Id.* at 17 ([DELETED] “may be beneficial for the [o]fferor in support of [the] contract[,] subsequently benefitting the government as part of the proposed efficiencies to reduce contract staffing”).

The SSEB also documented its consideration of Southwest Range’s transition approach, including the firm’s plan to retain incumbent staff and provide streamlined onboarding procedures. *Id.* at 42-45. The evaluators concluded that these aspects, among others, demonstrated an adequate approach and understanding of the PWS’s transition requirements. *Id.* at 43, 45, 47. On this record, we find that the SSEB clearly considered the merits of Southwest Range’s [DELETED] methodology and documented its consideration that these portions of the protester’s transition plan met the solicitation requirements. Again, while the protester objects to the agency’s failure to specifically name and discuss the [DELETED] methodology in its transition plan evaluation, it has not demonstrated that the agency’s failure to assess a strength based on [DELETED]’s alleged benefits to the transition plan was unreasonable or contrary to the terms of the RFP. As such, we deny this ground of protest.

Southwest Range also contends that the agency disparately evaluated the firm’s proposal under the staffing plan subfactor because TRAX received a significant strength for its university partnership program while the protester did not receive a strength for its similarly-described proposed university partnerships. Comments & Supp. Protest at 30-35; Supp. Comments at 23-32. Specifically, Southwest Range argues that it proposed, like TRAX, to partner with local universities to develop valuable skills and assist in recruiting future staff but did not receive a corresponding strength or significant strength. Comments & Supp. Protest at 30.

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<sup>9</sup> Southwest Range also proposed that its [DELETED] methodology merited a strength under the transition plan subfactor because it supports future forecasting and succession planning and helps make strategic staffing decisions “to stay ahead of talent requirements throughout the life of the contract.” AR, Tab 75, Southwest Range Management Proposal at 38. The protester does not meaningfully explain how potential staffing benefits for future contract performance exceed the PWS transition plan requirement to hire staff for full contract performance within 60 days. See PWS at 30; *Cf.* Comments & Supp. Protest at 41 (conceding that the “RFP does not require offerors to include consideration of long-term staffing success in their transition approaches”).

The agency responds that TRAX's and Southwest Range's proposals, as they relate to university partnerships, were significantly different. Supp. MOL at 14. In this regard, the agency explains that several aspects of TRAX's proposed university partnerships, which formed the bases of the assessed significant strength, were not present in Southwest Range's proposal. *Id.* at 10-17.

It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Abacus Tech. Corp.; SMS Data Prods. Grp., Inc.*, B-413421 *et al.*, Oct. 28, 2016, 2016 CPD ¶ 317 at 11. Where 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. *Nexant Inc.*, B-417421, B-417421.2, June 26, 2019, 2019 CPD ¶ 242 at 10. To prevail on an allegation of disparate treatment, a protester must show that an agency unreasonably failed to assess strengths for aspects of its submission that were substantively indistinguishable from, or nearly identical to, those contained in other submissions. See *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

The contemporaneous record shows that the agency assessed a significant strength in TRAX's staffing plan for the firm's proposed university partnerships, finding that they create "a pipeline for recruiting in a gap area where the trades and skills are not locally obtained and will have lasting impact over the life of the contract." AR, Tab 118, TRAX SSEB Report at 29. In reaching this conclusion, the SSEB documented various aspects of TRAX's university partnership program that were included in its proposal. *Id.* at 28-29. For example, the SSEB discussed TRAX's sponsorship of [DELETED], which enables students to build expertise while [DELETED], and has directly led to the hiring of 25 engineers. *Id.* at 28 (*citing* AR, Tab 145, TRAX Management Proposal at 31).

TRAX's proposal included detail on how the firm [DELETED] with partner universities. AR, Tab 145, TRAX Management Proposal at 31. The proposal described seven colleges and universities in Yuma's region that TRAX partners with and attempts to [DELETED]. *Id.* The proposal also described a [DELETED] that was used to create a local program to increase skilled electronic techs. *Id.* In addition, the proposal described that these programs were taught by TRAX personnel. *Id.* Further, TRAX described partnerships it has utilized in other regions of the country and explained how it has used university partnerships to recruit interns. *Id.*

Southwest Range similarly proposed to establish and utilize university partnerships but did not provide the same level of detail regarding the steps the firm would take or specific benefits its university partnerships had yielded in the past. AR, Tab 75, Southwest Range Management Proposal at 7-8. In this regard, both offerors' proposals described utilizing university partnerships to improve recruiting capabilities through the development of relevant courses and offering internships, however, TRAX's proposal more clearly described specific actions--such as [DELETED]--the firm would take to

benefit recruiting on the instant contract. *Compare id.*, with AR, Tab 145, TRAX Management Proposal at 31. Further, while the protester's proposal provided an example of an existing university partnership with [DELETED] where Southwest Range [DELETED] to help meet the needs of a similar Army testing support contract, unlike TRAX, it did not describe in any detail the specific benefits the partnership had provided. See AR, Tab 75, Southwest Range Management Proposal at 7.

On this record, we find unobjectionable the agency's contemporaneous conclusion that TRAX's more detailed approach and described benefits warranted a significant strength while Southwest Range's less detailed description of its university partnership approach did not. The record here demonstrates that the differences in the assessments of strengths stem from the differences in the details found in the proposals. Accordingly, we deny this ground of protest.

### Past Performance

Southwest Range also protests the agency's evaluation of TRAX's past performance, alleging that the agency improperly failed to consider negative past performance information contained in a contractor performance assessment report (CPAR). Comments & Supp. Protest at 23-29; Supp. Comments at 18-21. In this regard, the protester contends that the agency unreasonably ignored CPAR comments describing property management issues encountered by TRAX on its performance of a similar contract. *Id.*

The agency initially responded that it was not aware of any negative past performance. MOL at 48; COS at 21 ("the CPAR[] available to the Government did not mention transition-related property issues"). In response to the protester's comments and supplemental protest, the agency shifted its position to generally respond that it reasonably evaluated TRAX's past performance positively, arguing that the protester is unreasonably focused on a single negative aspect of an overall positive CPAR. Supp. Comments at 8-9.

The evaluation of an offeror's past performance is generally within the discretion of the contracting agency, and we will not substitute our judgment for reasonably based past performance ratings. *Computer Sci. Corp. et al.*, B-408694.7 *et al.*, Nov. 3, 2014, 2014 CPD ¶ 331 at 12. We will question an agency's evaluation conclusions, however, when they are unreasonable or undocumented. *OneSource PCS, LLC*, B-419222, Jan. 6, 2021, 2021 CPD ¶ 17 at 4. The critical question is whether the agency conducted the evaluation fairly, reasonably, and in accordance with the solicitation's evaluation scheme. *Al Raha Grp. for Tech. Servs., Inc.; Logistics Mgmt. Int'l, Inc.*, B-411015.2, B-411015.3, Apr. 22, 2015, 2015 CPD ¶ 134 at 5.

The instant RFP required the agency to evaluate the quality of the offerors' recent, relevant past performance by reviewing past performance information to determine the extent the agency expected offerors to successfully perform the required effort. RFP at 137. Here, TRAX's proposal included its work on a similar support services contract

at the Army's White Sands Missile Range (WSMR). AR, Tab 102, TRAX Past Performance Proposal at 15-25. The record demonstrates that the agency reviewed a CPAR for this contract for the period of performance of December 2018 through November 2019. AR, Tab 111, TRAX Past Performance Evaluation at 32-47. This WSMR CPAR included ratings of very good under each evaluation area, however, the assessing official's comments under the management evaluation area included the following narrative:

Property issues due to the contractor not internally doing property accountability prior to departing employees leaving the company, has caused the government a loss of property. This contract is 13 years old. The documented Property losses of over 320 cases (not found or missing), with the reported value of loss amount is \$250,681.28. The property loss from Dec[ember 1,] 2006 [through] Nov[ember 31,] 2019 equates to losing (not found or missing) 24.62 items a year or more than 320 items over 13 years. The Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action[.] Losing more than 7 items, is a problem of stewardship of government property. The [government] has supporting documentation provided by the contractor that shows that processes were not in place, or not executed for updating their property records when an item was returned to the government, when an employee departs the company, and reporting loss of property at a reasonable time.

AR, Tab 114.1, TRAX WSMR CPAR at 3.

The agency's past performance evaluation copied the narrative describing the CPAR's property loss concerns but did not otherwise discuss it. AR, Tab 111, TRAX Past Performance Evaluation at 42. The SSEB reviewed the past performance evaluation and noted that the past performance evaluators "did not identify any negative aspects of performance." AR, Tab 118, TRAX SSEB Report at 63-64. Neither the SSAC nor the SSA addressed this negative performance narrative in their discussions of TRAX's past performance. See AR Tab, 119, SSAC Comparative Analysis at 27; AR, Tab 123, SSDD at 26.

Further, as noted above, in response to the initial protest, the contracting officer stated that the CPAR reviewed by the agency during the evaluation "did not mention transition-related property issues." COS at 21. The agency's initial memorandum of law states that the evaluators referenced the narrative comments in the CPAR and "considered the context for the CPAR[] ratings" but does not specifically argue that the agency contemporaneously considered the negative past performance information in the CPAR narrative. MOL at 47. Accordingly, the record supports the protester's contention that the agency failed to consider the negative past performance information in the WSMR CPAR as part of the evaluation of TRAX's past performance.

However, despite the agency's failure to consider this negative performance information, we find that the protester has not demonstrated competitive prejudice. In this regard, the protester has not shown that consideration of this negative past performance information would have meaningfully changed the agency's evaluation of TRAX's past performance as providing a high expectation of success based on overwhelmingly positive ratings received on highly relevant efforts. Competitive prejudice is an essential element of a viable protest. Where a protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, our Office will not sustain the protest. See e.g., *Access Interpreting, Inc.*, B-413990, Jan. 17, 2017, 2017 CPD ¶ 24 at 5.

Here, as noted above, the solicitation specified that "more relevant past performance is a stronger predictor of future success" and would have greater influence in the evaluation than less relevant past performance. RFP at 136. The record shows that TRAX submitted two past performance efforts as part of its proposal: the WSMR contract, as discussed above, and the incumbent MTSS contract. AR, Tab 102, TRAX Past Performance Proposal at 1-25. The agency evaluated TRAX's work on the incumbent contract as very relevant because it involved essentially the same scope as the instant effort and evaluated its quality as exceptional due to very positive assessments in TRAX's CPARs and past performance questionnaires. AR, Tab 111, TRAX Past Performance Evaluation at 26, 30-32. The agency also evaluated the WSMR CPAR as relevant because it involved some of the same scope as the instant requirement, and evaluated the quality of the past performance, outside of the management area of evaluation, as very good based on the CPAR's ratings.<sup>10</sup> See *id.* at 47.

Further, the record demonstrates that the past performance evaluators concluded, based on relevance and "overall exceptional quality," that the incumbent MTSS contract alone provided TRAX "enough to find a high expectation that the offeror will successfully perform the required effort." *Id.* at 52-53. The SSA independently reviewed the offerors' past performance and found that TRAX had more relevant past performance than Southwest Range though both offerors had performed well in their past performance. AR, Tab 123, SSDD at 31. The SSA concluded that there was no

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<sup>10</sup> The agency concedes that it made a transcription error in its evaluation of the WSMR CPAR by stating that TRAX was rated as exceptional for management and small business subcontracting when the CPAR stated TRAX was only rated as very good. AR, Tab 141, Decl. of Past Performance Board Member at 1; *compare* AR, Tab 114.1, TRAX WSMR CPAR at 2 (noting that TRAX's past CPAR rating in these areas was exceptional, but its current rating was very good), *with* AR, Tab 111, TRAX Past Performance Evaluation at 41. While clearly an error, we see no basis in the record to conclude that the proper transcription of the very good ratings would have resulted in a downgrade to the agency's assessment of the overall quality rating of the WSMR past performance reference as very good. Further, the protester does not contend that the agency's admitted error was prejudicial. See Comments & Supp. Protest.

meaningful distinction between Southwest Range and TRAX within the past performance factor. *Id.*

Here, the protester has not demonstrated that the WSMR contract at issue--even had the agency documented consideration of the negative concern discussed above--was not recent, relevant, or otherwise indicative of high-quality past performance. We note, in this regard, that the management area rating for the WSMR CPAR, the CPAR category which contains that negative past performance information, was still rated as overall very good despite the identified issues. AR, Tab 114.1, TRAX WSMR CPAR at 3. In its pleadings, the protester does not demonstrate how the agency's consideration of a concern that the reviewers did not consider significant enough to warrant a lower CPAR rating would have meaningfully changed the agency's confidence in TRAX's ability to perform the required effort or otherwise put at risk the firm's evaluated advantage under the most-important management factor.<sup>11</sup> In short, while the protester has identified one clear error in the evaluation record, it has not demonstrated that, but for this small evaluation error, the protester would have had a substantial chance of receiving the award. Accordingly, we see no basis to sustain this ground of protest.

#### Best-Value Tradeoff

Southwest Range also challenges the agency's best-value tradeoff and source selection decision. The protester first argues that the agency's consideration of cost/price in the tradeoff was inconsistent with the solicitation's evaluation criteria. Protest at 13-15; Comments & Supp. Protest at 8-17; Supp. Comments at 9-15. Specifically, the protester challenges the agency's best-value tradeoff to the extent it considered the difference between the 7-year average annual prices of the two offerors, rather than an evaluated cost/price accounting for 7.5 years of potential performance that included the additional 6-month option period provided for under FAR clause 52.217-8. The protester contends that the agency's price comparison was inconsistent with the RFP's evaluation criteria to make the tradeoff based on a comparison of cost/price that included the 6-month option. *Id.* The agency responds that its best-value tradeoff properly considered the total evaluated probable cost/price as the basis for its tradeoff but was reasonably allowed to utilize other price analysis techniques. MOL at 13-15. Overall, the agency contends that its tradeoff was reasonable and sufficiently documented.

In reviewing an agency's source selection decision, we examine the supporting record to determine if it is reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Guidehouse LLP; Jacobs Tech., Inc.*, B-420860 *et al.*, Oct. 13, 2022, 2022 CPD ¶ 257 at 17. Here, the RFP provided

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<sup>11</sup> The protester initially challenged the agency's evaluation of TRAX's past performance under the incumbent MTSS contract but later withdrew this protest ground. Protest at 41-42; Supp. Comments at 21 n.4.

that the agency would utilize total evaluated probable cost/price as the basis for its tradeoff analysis in determining best value. RFP at 140. The solicitation specified that the total evaluated probable cost/price was to be calculated by adding (1) proposed prices for the fixed-price CLINs, (2) the evaluated most probable cost amounts for the cost-plus-fixed-fee CLINs, (3) the cost-reimbursement CLIN amounts provided by the government, and (4) the price for the FAR clause 52.217-8 6-month option to extend services. *Id.*

In the SSDD, the SSA considered the cost/price delta between the offerors by first comparing the total evaluated probable cost/price of the two offers, which included the FAR clause 52.217 6-month option period, calculating that TRAX's proposal represented a \$55,501,858 evaluated cost/price premium when compared to Southwest Range's proposal. AR, Tab 123, SSDD at 31. In addition, the SSA considered the average annual price difference of the two offers. The average annual price difference was based only on a comparison of the seven 1-year performance periods, (that is, a comparison of prices without including the 6-month option prices), finding the difference to amount to a "roughly \$7.4" million per year average cost/price premium.<sup>12</sup> *Id.* at 32. The SSA ultimately stated that he "concur[red] with the SSAC that the price premium of \$55,501,858 associated with TRAX's highly rated proposal was justified given their superior technical proposal." *Id.* at 31. This \$55,501,858 price premium results from a comparison of the offerors total evaluated probable costs which includes the prices associated with the 6-month option period prices.

We see no basis to object to the agency's tradeoff. The record demonstrates that the SSA used the total evaluated probable cost/price, which included the 6-month options prices, as outlined in the solicitation when making the tradeoff decision. To the extent the SSA may have also considered the annual cost/price delta of the likely 7-year performance period, without including the 6-month option prices, our review of the solicitation does not reveal, and the protester does not identify, any solicitation provision prohibiting the use of other cost analysis techniques during the evaluation or tradeoff.

Southwest Range also argues that the agency's tradeoff was unreasonable and insufficiently documented to justify the award decision. Protest at 15-17; Comments & Supp. Protest at 19-21. In this regard, the protester contends that the agency failed to qualitatively compare the merits of the two proposals, thereby rendering the Army's best-value considerations meaningless. Comments & Supp. Protest at 20.

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<sup>12</sup> We note further that dividing the total evaluated probable cost/price premium of \$55,501,858 by the 7.5 total years of potential performance yields an average yearly premium of \$7,400,248, or only \$10,072 per year more than the 7-year average calculated by the agency. See AR, Tab 123, SSDD at 32. This premium is in line with the SSA's analysis of the 7-year annual average as a "roughly \$7.4" million cost/price premium. *Id.* Accordingly, the SSA's consideration of the price premium would have been unlikely to change, even if the SSA had not considered the 7-year annual average.

When making tradeoff decisions in a best-value source selection, selection officials have considerable discretion. *Omega Apparel, Inc.*, B-411266, June 26, 2015, 2015 CPD ¶ 205 at 6. The propriety of the price/technical tradeoff decision does not turn on the difference in the technical scores or ratings *per se*, but on whether the selection official's judgment concerning the significance of the difference was rational and consistent in light of the RFP's evaluation scheme. *Id.* The documentation supporting the decision must be sufficient to establish that the SSA was aware of the relative merits and costs of the competing proposals. *General Dynamics--Ordnance & Tactical Sys.*, B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217 at 8.

Here, the record shows that the SSA qualitatively compared the relative merits of the proposals. As an initial matter, the record shows that the evaluators reviewed and documented the relative merits of the proposals. AR, Tab 117, Southwest Range SSEB Report; AR, Tab 118, TRAX SSEB Report; AR, Tab 111, TRAX Past Performance Evaluation; AR, Tab 119, SSAC Report. The record demonstrates that the SSA then reviewed the SSEB and SSAC reports and independently assessed the proposals. See AR, Tab 123, SSDD at 17-27. The SSA's comparative analysis of proposals clearly documented his consideration of the relative merits of the proposals and documented the aspects of TRAX's proposal that he found advantageous compared to Southwest Range's proposal. *Id.* at 17-27, 29-31. In noting that TRAX's proposal was superior under the management factor, the SSA explained that TRAX's significant strengths under the management factor "strongly align[ed]" with the agency's requirements and that the benefits of TRAX's university partnership program and TRAX's expedited transition plan were likely to decrease risk and lower costs.<sup>13</sup> *Id.* at 30-31. The SSA also explained that he did not find any meaningful distinction between TRAX and Southwest Range under the other two non-cost/price factors. *Id.* at 31.

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<sup>13</sup> The protester maintains that the agency's discussion of TRAX's advantageous significant strengths without a more detailed comparison to Southwest Range's strengths is insufficient to meet the requirement for a comparative analysis of proposals in a best-value tradeoff procurement. Comments & Supp. Protest at 19-20. In support of its argument, the protester repeatedly cites to our decision in *Alpha Omega Integration, LLC*, B-419812, B-419812.2, Aug. 10, 2021, 2021 CPD ¶ 302. See, e.g., Comments & Supp. Protest at 20. The protester's reliance on the *Alpha Omega* decision is misplaced. In that decision, our Office found that the SSA had not included "any substantive discussion of the specific qualities of" the two quotations in the tradeoff comparison. *Alpha Omega Integration, supra* at 8. Our Office explained that the SSA "failed to identify and explain the specific benefits in [the awardee's] quotation that warranted paying a price premium." *Id.* In contrast, as discussed above, the SSA here discussed the relative merits of both proposals then specifically identified advantageous significant strengths in TRAX's proposal that were not assessed in Southwest Range's proposal, and then explained why he found them advantageous and ultimately worth the price premium. AR, Tab 123, SSDD at 17-27, 29-32.

We further find that the SSA's tradeoff analysis was reasonable and consistent with the solicitation's evaluation criteria. In this regard, the SSA noted that the management factor was significantly more important than the other non-cost/price factors, and that the non-cost/price factors, when combined, were significantly more important than cost/price. *Id.* at 32. The SSA then concluded that TRAX's evaluated advantages in the management factor justified the \$55,501,858 price premium. *Id.* at 31-32. On this record, we see no basis to conclude that the agency failed to qualitatively compare the proposals, or consider the relative weights of the evaluation factors, in making the tradeoff decision, and we see nothing objectionable in the SSA's conclusion that TRAX's proposal provided a better value than the less advantageous, lower-cost proposal.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel