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## Decision

**Matter of:** TRAX International Corporation

**File:** B-424271; B-424271.2; B-424271.3

**Date:** May 14, 2026

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Major Joshua A. Reyes, Lieutenant Colonel Susan Kim, and Robert B. Neill, Esq., Department of the Army, for the agency.

Nathaniel S. Canfield, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest that the agency unreasonably investigated an alleged impaired objectivity organizational conflict of interest is denied where the record does not contain clear evidence showing that the investigation was unreasonable.
  2. Protest that the agency improperly evaluated technical proposals is denied where the record shows that the agency reasonably and equally evaluated proposals in accordance with the solicitation's evaluation criteria, and a conceded error did not competitively prejudice the protester.
  3. Protest that the agency unreasonably found no meaningful distinction between proposals under the past performance factor is denied where the agency reasonably considered differences in the offerors' respective past performance, and even assuming that the agency improperly credited the awardee for the past performance of affiliate entities that were not clearly committed to perform on this contract, the protester cannot demonstrate a reasonable possibility of competitive prejudice.
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### DECISION

TRAX International Corporation, of Las Vegas, Nevada, protests the award of a contract to Southwest Range Services, LLC, of Las Cruces, New Mexico, under request for proposals (RFP) No. W51EW725RA003, issued by the Department of the Army for

mission support services at White Sands Missile Range (WSMR) in New Mexico. The protester contends that the agency failed to meaningfully consider and investigate Southwest Range's unmitigable organizational conflict of interest (OCI) and unreasonably evaluated proposals.

We deny the protest.

## BACKGROUND

The agency issued the RFP on May 23, 2025, pursuant to the negotiated contracting procedures of Federal Acquisition Regulation (FAR) part 15 and amended it three times. Corrected Contracting Officer's Statement (COS) at 1-2. As explained in the RFP, WSMR is the largest open-air land test range in the Department of Defense, with a large land mass and controlled airspace that allow for the testing and analysis of conventional munitions, unmanned systems, distributed testing, countermeasures, space systems and sensors, directed energy, high and low altitude missile systems testing, explosives testing, ground and aerial target flights, and low observable precision strikes. Agency Report (AR), Tab 4, RFP, attach. 1, Performance Work Statement (PWS) at 1. The RFP sought proposals for the provision of engineering support services to the White Sands Test Center, which is a tenant on WSMR, in support of experimentation, test, research, assessment, development, and training in support of national security. *Id.* at 1, 2. The RFP contemplated award of a single cost-plus-fixed-fee contract with a 3-month phase-in period, 9-month base period, four 12-month option periods, and a 6-month option to extend services. COS at 1.

The RFP provided for award of the contract on a tradeoff basis to the offeror whose proposal presented the best value to the agency considering four factors: (1) mission capability; (2) past performance; (3) small business participation; and (4) cost/price. AR, Tab 22, RFP, attach. 10, Section M at 1. The mission capability factor comprised two subfactors: management and staffing; and continuity of operations. *Id.* Within the mission capability factor, the management and staffing subfactor was significantly more important than the continuity of operations subfactor. *Id.* The mission capability factor itself was significantly more important than the past performance factor, which, in turn, was more important than the small business participation factor. *Id.* All of the non-cost/price factors, when combined, were significantly more important than cost/price. *Id.* Only the mission capability and past performance factors are relevant to the allegations raised here.

For the management and staffing subfactor under the mission capability factor, the RFP instructed offerors to submit key personnel résumés, an organizational and management structure description, and a plan for workforce recruitment and retention. AR, Tab 21, RFP, attach. 9, Section L at 6-7. With respect to organizational and management structure, offerors were to provide an organizational flow chart demonstrating teaming arrangements, functional and supervisory lines of control, and roles and responsibilities needed to successfully execute the agency's requirements. *Id.* at 6. Additionally, offerors were to describe their approach to prime and

subcontractor integration, decision-making, workload responsibilities, and problem resolution. *Id.* With respect to recruitment and retention, offerors were to describe their ability to react to surge requirements and to detail how they intended to staff with specialized personnel on short notice. *Id.* at 7. Similarly, the RFP directed offerors to detail their approach to staffing fluid requirements, where workload demands could increase or decrease unpredictably. *Id.*

For the continuity of operations subfactor under the mission capability factor, the RFP instructed offerors to submit a transition plan meeting the requirements of the PWS and an approach for minimizing disruption of operations due to contract transition and assumption of workload. *Id.* Specifically, offerors were to describe their approach to assuming contractual responsibility without disruption or degradation of performance, including the identification of risks and proposed mitigation strategies. *Id.* Additionally, they were to describe their staffing plan for the phase-in period, identifying qualified resources on hand to begin immediate performance as well as their approach to ensuring availability of trained and qualified personnel. *Id.* The RFP further directed offerors to describe their approach for realignment of incumbent personnel to minimize interruptions and delays, as well as how they proposed to capture efficiencies in knowledge and workload transfer to ensure successful performed during the phase-in period. *Id.* Offerors also were to provide information regarding property management, including the management of government property. *Id.*

The RFP stated that the agency would evaluate proposals under the mission capability factor, including its subfactors, to determine the extent to which the offeror demonstrated a clear understanding of the agency's requirement, the technical quality of the proposed approach, and the offeror's ability to fulfill the requirements of the PWS and meet performance criteria. AR, Tab 22, RFP, attach. 10, Section M at 4. The RFP further explained that the agency would evaluate the extent to which the offeror identified uncertainties and proposed resolutions to them, as well as the degree to which the offeror provided a logical and effective approach for providing personnel and meeting compliance requirements necessary to properly execute contract requirements. *Id.* at 4-5.

With respect to the past performance factor, the RFP instructed offerors to submit information regarding up to five government contracts performed within 5 years of issuance of the RFP. AR, Tab 21, RFP, attach. 9, Section L at 8. The agency would assess the recency, relevancy, and quality of performance of each effort, and assign a performance confidence assessment rating on the basis of that evaluation. AR, Tab 22, RFP, attach. 10, Section M at 7-8.

The agency received three timely proposals, including from the protester and Southwest Range. COS at 2. The agency evaluated the proposals submitted by the protester and Southwest Range as follows:

|                                     | <b>TRAX</b>               | <b>Southwest Range</b>    |
|-------------------------------------|---------------------------|---------------------------|
| <b>MISSION CAPABILITY</b>           | Blue/Outstanding          | Blue/Outstanding          |
| <b>Management and Staffing</b>      | Blue/Outstanding          | Blue/Outstanding          |
| <b>Continuity of Operations</b>     | Purple/Good               | Blue/Outstanding          |
| <b>PAST PERFORMANCE</b>             | Substantial<br>Confidence | Substantial<br>Confidence |
| <b>SMALL BUSINESS PARTICIPATION</b> | Blue/Outstanding          | Blue/Outstanding          |
| <b>COST/PRICE</b>                   | \$419,992,258             | \$449,372,096             |

AR, Tab 58, Source Selection Decision Document (SSDD) at 14.

In comparing the two proposals, the source selection authority (SSA) acknowledged that both had received ratings of outstanding under the mission capability factor, but concluded there was a meaningful distinction between the two. *Id.* at 37. The SSA noted that Southwest Range’s proposal had received two significant strengths and four strengths under the management and staffing subfactor, as compared to one significant strength and two strengths for the protester’s proposal. *Id.* Similarly, Southwest Range’s proposal had received three significant strengths under the continuity of operations subfactor, as compared to two strengths and one weakness for the protester’s proposal. *Id.* The SSA further found that “[t]he details of [Southwest Range’s] [s]trengths and [s]ignificant [s]trengths were notable[,]” highlighting examples in support of the SSA’s conclusion that Southwest Range’s proposal was technically superior under the mission capability factor. *Id.* at 38-39. The SSA also concluded that there was “no meaningful distinction” between the two proposals under both the past performance and small business participation factors. *Id.* at 39.

The SSA recognized that the protester’s total evaluated cost/price of \$419,992,258 was \$29,379,878, or approximately 6.5 percent, lower than Southwest Range’s total evaluated cost/price of \$449,372,096, but concluded that the technical superiority of Southwest Range’s proposal justified the price premium. *Id.* at 39-40. In doing so, the SSA noted the significantly greater importance the RFP placed on the mission capability factor, as well as the significantly greater importance of the non-cost/price factors when compared to cost/price. *Id.* at 41. The SSA therefore concluded that Southwest Range’s proposal represented the best value to the agency, and awarded the contract to Southwest Range. *Id.* at 41. This protest followed.

## DISCUSSION

The protester alleges that the agency failed to meaningfully consider whether Southwest Range has an unmitigable impaired objectivity OCI that would arise from its performance of the contract. The protester further alleges errors in the agency’s

evaluation of proposals under the mission capability and past performance factors.<sup>1</sup> For the reasons stated below, we conclude that there is no basis on which to sustain the protest.<sup>2</sup>

### Organizational Conflict of Interest

The protester alleges that Southwest Range has an unmitigable impaired objectivity OCI because the PWS requires the contractor to perform testing of systems, products, and technologies that are produced by affiliates of Southwest Range. Supp. Protest at 1-3. The agency responds that it thoroughly investigated the protester's OCI allegations and reasonably concluded that Southwest Range does not have an impaired objectivity OCI. Memorandum of Law (MOL) at 27-30. The protester argues that the agency's investigation was incomplete and unreasonable, and therefore fails to rebut the protester's OCI allegations. Comments & 2nd Supp. Protest at 15-19. As discussed below, we deny this ground of protest.

Contracting officers are required to identify and evaluate potential conflicts of interest as early in the acquisition process as possible. FAR 9.504. The FAR provides that an OCI exists when, because of activities or relationships with other persons or organizations, a person or organization is unable or potentially unable to render impartial assistance or advice to the government. See FAR 2.101. Situations that create potential conflicts are further discussed in FAR subpart 9.5 and the decisions of this Office. Specifically, an impaired objectivity OCI is created when a contractor's judgment and objectivity may be impaired because the contractor's performance has the potential to affect other interests

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<sup>1</sup> The protester also initially alleged errors in the agency's cost/price evaluation and that the chair of the agency's source selection evaluation board was biased against the protester, but it subsequently withdrew those allegations. See Protest at 9-12; Supp. Protest at 6-7; Comments & 2nd Supp. Protest at 3, 4-5; Supp. Comments at 3. Additionally, the protester alleged that Southwest Range was ineligible for award because it does not have an adequate accounting system. See Supp. Protest at 4-5. We previously dismissed that allegation as factually and legally insufficient. See Electronic Protest Docketing System No. 21; see also *Booz Allen Hamilton, Inc.*, B-409272 *et al.*, Feb. 25, 2014, at 5 (noting that "the acceptability of an offeror's accounting system concerns a matter of a prospective contractor's responsibility, not technical acceptability"); *National Fatherhood Initiative*, B-405961.2, B-405961.4, Jan. 10, 2012, at 4 n.1 (absent an allegation that the solicitation incorporated definitive responsibility criteria that were not met or the identification of evidence raising serious concerns that the contracting officer unreasonably failed to consider available relevant information, or otherwise violated statute or regulation, an allegation that the awardee lacked an adequate cost accounting system "fails to meet the standard of review of our Office's consideration of an affirmative responsibility determination").

<sup>2</sup> The protester raises other collateral arguments. While we do not address each of the protester's allegations and variations thereof, we have reviewed them all and conclude that none provides a basis to sustain the protest.

of the contractor. FAR 9.505, 9.508; *L3Harris Techs., Inc.*, B-420490, May 3, 2022, at 4-5.

Broadly speaking, we have recognized the potential for an impaired objectivity OCI where a firm may be called upon to evaluate the work it has performed under another contract, and where a firm is called upon to perform analysis and make recommendations regarding products manufactured by it or by a competitor. *L-3 Servs., Inc.*, B-400134.11, B-400134.12, Sept. 3, 2009, at 13-14. The primary concern in these cases is that the firm's ability to render impartial advice to the government will be undermined by the firm's competing interests such as a relationship to the product or service being evaluated. FAR 9.505-3; *ORBIS Sibro, Inc.*, B-417406.2, B-417406.3, Nov. 19, 2019, at 12; *PURVIS Sys., Inc.*, B-293807.3, B-293807.4, Aug. 16, 2004, at 7. A protester must identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *SRM Grp., Inc.*, B-410571, B-410571.2, Jan. 5, 2015, at 9.

In reviewing protests that challenge an agency's conflict of interest determination, our Office reviews the reasonableness of the contracting officer's investigation and, where an agency has given meaningful consideration to whether an OCI exists, even when this consideration is given after award, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. See *Deloitte Consulting, LLP et al.*, B-411884 *et al.*, Nov. 16, 2015, at 17; *TISTA Sci. & Tech. Corp., Inc.*, B-408175.4, Dec. 30, 2013, at 6. In this regard, the identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Diversified Collection Servs., Inc.*, B-406958.3, B-406958.4, Jan. 8, 2013, at 6.

Southwest Range is a populated joint venture owned by Systems Application and Technologies, Inc. (SA-TECH), Amentum Services, Inc., and EWA Warrior Services. AR, Tab 55, Southwest Range Mission Capability Proposal at 1; Tab 32, Southwest Range Cost/Price Proposal at 298.<sup>3</sup> The protester alleges that EWA Warrior Services is a part of Electronic Warfare Associates, which is a subsidiary of Sigma Defense, and that both Electronic Warfare Associates and Sigma Defense "produce a variety of electronic warfare solutions that are precisely the types of products subject to testing at WSMR." Supp. Protest at 3. For example, the protester alleges that Electronic Warfare Associates manufactures countermeasures pedestals and radio frequency jammers, which are "communications solutions that are a focus of [Center for Countermeasures (CCM)<sup>4</sup>] testing under [the] PWS[.]" *Id.* Similarly, the protester alleges that Sigma

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<sup>3</sup> Citations to this document are to the electronic page numbers.

<sup>4</sup> As explained in the PWS, the CCM "is a joint activity that directs, coordinates, supports and conducts independent corrective maintenance/counter-corrective maintenance [test and evaluation] and training activities of U.S. and/or foreign weapon systems, subsystems, sensors, and related components producing independent

(continued...)

Defense “produces networking and communications technology and devices, including the Stingray Tactical Relay System--an integrated hardware and software communications platform--as well as Recon V OverWatch systems, which promote immediate long-range detection[.]” *Id.* On the basis of these examples, the protester contends that “[a]ward to [Southwest Range] would mean that the entity trusted to test and evaluate critical technologies . . . will be evaluating products made by its own affiliates[.]” *Id.*

The record reflects that the agency undertook an investigation of the protester’s allegations. See *generally* AR, Tab 47, OCI Investigation. The day after the protester filed its supplemental protest alleging the existence of an OCI, the contracting officer for this procurement consulted with agency leadership, and shortly thereafter the agency charged the contracting officer for the incumbent WSMR mission support services contract--held and performed by Southwest Range--with conducting an investigation and making a determination as to whether an OCI exists. *Id.* at 4.

Following a request for information addressing the OCI allegations, the agency received declarations from a corporate officer of SA-TECH as the managing member of Southwest Range and from a corporate officer of EWA Warrior Services.<sup>5</sup> *Id.* at 4-6, 29-32. The SA-TECH officer averred that Southwest Range, in its role as the current mission support services contractor, had not evaluated equipment produced by Southwest Range, and further that it had not tested or evaluated tools or products produced by Sigma, EWA, or any other EWA Warrior Services affiliate. *Id.* at 30. His declaration additionally stated that he was unaware of any future requirement for support of WSMR that would result in Southwest Range’s test or evaluation of tools or products produced by those entities, as the equipment produced by those companies is outside the scope of the mission of the White Sands Test Center. *Id.*

The EWA Warrior Services officer similarly averred that EWA and Sigma tools and products are not directly or indirectly tested or evaluated at WSMR under the current contract and that they will not be evaluated under the solicited effort. *Id.* at 31-32. He further stated that the equipment produced by both EWA and Sigma Defense are “outside the scope of the [White Sands Test Center’s] mission[.]” *Id.* at 32. In that regard, he stated that the CCM “focuses on testing and evaluating weapons systems

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corrective maintenance assessments.” PWS at 84. Among other things, the PWS requires the contractor to provide support to CCM test programs. *Id.* at 84-85.

<sup>5</sup> In the course of investigating the OCI allegation, the agency obtained clarification that Sigma Defense acquired Electronic Warfare Associates, Inc. in April 2024. AR, Tab 47, OCI Investigation at 8. After that acquisition, Electronic Warfare Associates, Inc. ceased to operate as a separate organization; its operating companies--EWA Warrior Services and EWA Government Systems--continue to operate as separate legal entities but function operationally as EWA, a division of Sigma Defense. *Id.*

and their subsystems, sensors, and related components.”<sup>6</sup> *Id.* The officer stated that Sigma and EWA do not produce weapons systems, noting in particular that the Stingray Tactical Relay System identified by the protester is not a weapons system or part of one, but rather is an intelligence, surveillance, and recognition tool. *Id.* With respect to the Recon V Overwatch system, also identified specifically by the protester, he stated that it, too, is not a weapons system or part of a weapons system, but a product that connects handheld binoculars for use in “long-range detection, identification, and alerting capability.” *Id.* Finally, he averred that the Army does not test the EWA pedestals and radio frequency jammers identified by the protester at the White Sands Test Center. *Id.*

The agency also requested and received data identifying all equipment, tools, and parts delivered by EWA Warrior Services, EWA Government Systems, and Sigma Defense to Department of Defense customers since the April 2024 acquisition of Electronic Warfare Associates, Inc. by Sigma Defense. *Id.* at 8. The agency then asked Army Test and Evaluation Command (ATEC) personnel at WSMR to advise if any of those products were subject to test and evaluation efforts under the mission support services contract. *Id.* Those individuals reviewed the data and responded that they had found no evidence that Southwest Range was responsible under the incumbent mission support services contract for testing, validating, or fielding a system purchase from or provided by EWA or Sigma Defense. *Id.* at 11.

Additionally, the chief of the contract support branch for ATEC corroborated the statements from the SA-TECH and EWA Warrior Services officers regarding the specific products identified by the protester. To that end, he confirmed that the Stingray Tactical Relay and Recon V Overwatch systems are not applicable to the mission of the CCM. *Id.* at 125. He further confirmed that the EWA pedestals and radio frequency jammers identified by the protester are not tested at the White Sands Test Center. *Id.* While mission support services personnel “work as members of the team to provide technical support to maintain, troubleshoot, develop technical manuals and specifications, update/modify, and repair hardware, software, and firmware associated with” pedestals and radio frequency simulators used primarily in support of aircraft survivability testing, those efforts concern specific pedestals and simulators that were developed by other firms that are not affiliated with Southwest Range. *Id.*

Based on the information she obtained, the investigating contracting officer concluded that “no items supplied by [EWA and Sigma Defense] have eve[r] been subject to certification, operational, or developmental testing at [White Sands Test Center], WSMR, and based on the current mission of WSMR[,] [White Sands Test Center,] and specifically the [mission support services] PWS, it is unlikely Sigma [Defense] or EWA will ever have systems or items subject to certification, operational, or developmental testing at [White Sands Test Center].” *Id.* at 12. She therefore found “no evidence of a potential OCI or OCI of impaired objectivity.” *Id.* at 14.

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<sup>6</sup> As noted above, the PWS describes the CCM’s function in largely similar terms. See n.4 *supra*.

Based on the record before us, we do not find clear evidence that the agency's OCI investigation was unreasonable. As discussed above, the agency obtained sworn declarations stating that the products identified by the protesters had not been subject to testing at WSMR, and confirmed those representations with agency personnel with knowledge of the incumbent effort. Similarly, those declarations stated that two of the specific products identified by the protester were not applicable to the CCM mission, and that the third was not subject to testing at WSMR because of that facility's use of products manufactured by other firms. Again, the agency confirmed those representations through consultation with knowledgeable agency personnel. On these facts, it was not clearly unreasonable for the agency to conclude, as it did, that Southwest Range neither has evaluated under the incumbent effort, nor is likely to evaluate under the solicited effort, its own products or those of any of its affiliates. Although the protester argues that the agency should have conducted a more in-depth analysis, and also generally disagrees with the agency's findings, such disagreement does not rise to the hard facts necessary to support a valid challenge. *L3Harris Techs., supra* at 8. We therefore deny this ground of protest.

#### Mission Capability Factor

The protester raises various challenges to the agency's evaluation of proposals under the mission capability factor. The protester alleges that the agency unreasonably assigned significant strengths and strengths to Southwest Range's proposal under the management and staffing subfactor. Comments & 2nd Supp. Protest at 9-10, 12-14; Supp. Comments at 10-13, 15-17. Additionally, the protester alleges that the agency unreasonably assigned a significant strength to Southwest Range's proposal and a weakness to the protester's proposal under the continuity of operations subfactor. Protest at 7-9; Comments & 2nd Supp. Protest at 8-9, 10-12; Supp. Comments at 13-15. The agency responds that it reasonably evaluated proposals in accordance with the RFP's evaluation criteria, and that while the agency mistakenly assigned a weakness to the protester's proposal under the continuity of operations subfactor, the assignment of that weakness did not competitively prejudice the protester's chances of contract award. MOL at 20-23; Supp. MOL at 12-21.

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. *Southwest Range Servs., LLC*, B-423843, B-423843.2, Jan. 9, 2026, at 6. 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, at 8.

## Management and Staffing Subfactor

The protester contends that the agency unreasonably assigned various significant strengths and strengths to Southwest Range's proposal under the management and staffing subfactor. Comments & 2nd Supp. Protest at 9-10, 12-14; Supp. Comments at 10-13, 15-17. We address two representative examples here, and while we do not specifically address every argument, we have reviewed each allegation and conclude that none provides a basis to sustain the protest.

The protester alleges that the agency unreasonably assigned a significant strength to Southwest Range's proposal for the proposed retention of 100 percent of incumbent personnel, arguing that Southwest Range proposed to retain only 97 percent of incumbent personnel. Comments & 2nd Supp. Protest at 9-10; Supp. Comments at 10-13. The agency responds that the protester's argument misreads Southwest Range's proposal, and that it reasonably assigned this significant strength on the basis of the content of that proposal. Supp. MOL at 14-16.

The record reflects that the agency assigned a significant strength to Southwest Range's proposal because it "proposed a 100 [percent] retention of current incumbent personnel as part of its early recruitment strategy[.]" which benefitted the agency because Southwest Range "will retain the critical skill sets to perform all parts of the PWS, and capture efficiencies in labor, costs, and historical knowledge[.]" AR, Tab 58, SSDD at 28. The protester, however, points to language in Southwest Range's proposal that references a 97 percent incumbent retention rate, rather than a 100 percent rate, and argues that Southwest Range did not propose retention of all incumbent personnel and that this significant strength therefore has no reasonable basis. Comments & 2nd Supp. Protest at 9.

As the agency points out, Southwest Range did, in fact, propose the retention of all incumbent personnel. To that end, Southwest Range's proposal states that its "pre-award priority is to *retain the entire incumbent workforce*, establishing a stable operational base and enabling a seamless transition-in." AR, Tab 55, Southwest Range Mission Capability Proposal at 50 (emphasis in original). While the proposal does state that Southwest Range's recruitment and retention approach is "proven initially by our 97 [percent] incumbent retention rate on award date[.]" that statement is made in the context of discussing Southwest Range's performance "[a]s the incumbent supporting operations at WSMR[.]" *Id.* at 40. A chart within the same section of Southwest Range's proposal discusses an attrition rate of 3 percent on "Day 1 of Contract (December 2019)[.]" *id.* at 44, thereby further making it clear that the statement regarding a 97 percent incumbent retention rate on award date refers to the retention rate at the start of the incumbent contract. Thus, when read in context, the 97 percent figure cited by the protester does not reflect Southwest Range's proposed incumbent retention rate for the solicited effort, but rather was provided as a demonstration of the past success of Southwest Range's retention approach to show the feasibility of the proposed retention of the entire incumbent workforce. The agency therefore reasonably

concluded that Southwest Range proposed a 100 percent incumbent retention rate, and we deny this allegation.

The protester also challenges the assignment of a significant strength to Southwest Range's proposal for its teaming and management structure. Comments & 2nd Supp. Protest at 12-13; Supp. Comments at 15-16. The agency assigned this significant strength because of Southwest Range's "minimal and streamlined layers of management one needs to request/route work approval through[.]" which the agency found "will potentially lead to more efficient decision making" and "streamlined mission performance and minimal work delays[.]" AR, Tab 58, SSDD at 28. The protester argues that this significant strength was unwarranted because the protester's "layers of management are more minimal and streamlined than [Southwest Range's]" and both offerors "explained how their various managers mapped to specific sections of the PWS and interface with specific WSMR Army personnel." Comments & 2nd Supp. Protest at 13. The agency responds that it reasonably assigned this significant strength based on the content of Southwest Range's proposal, and that the protester has not demonstrated that the differences in the agency's evaluation were not due to differences in the offerors' proposals. Supp. MOL at 18-19.

In substance, the protester alleges disparate treatment of proposals. In that regard, 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. *Southwest Range Servs.*, *supra* at 10. 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, 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 the awardee's submission. See *Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, at 5.

The primary support the protester offers for its contention that it proposed a more streamlined management structure than Southwest Range is that it proposed fewer labor hours for its program management office than Southwest Range did, arguing that the agency "cannot dispute that the number of hours in each offeror's [program management office] reflects each offeror's proposed 'layers of management,' or that [the protester] proposed fewer layers." Supp. Comments at 15.

Contrary to the protester's argument, the record reflects that the agency's evaluative judgment concerned not the size of a given offeror's program management office, but rather the simplification and streamlining of decision making enabled by Southwest Range's proposed organizational structure. A comparison of the organizational charts contained in the offerors' proposals, for example, demonstrates that the protester's proposal was not substantively indistinguishable from, or nearly identical to, Southwest Range's proposal in that regard. Southwest Range's organization chart shows that all of the departments responsible for the substantive requirements of the contract report

directly to the program manager. See AR, Tab 55, Southwest Range Mission Capability Proposal at 13. This reasonably supports the agency's conclusion that Southwest Range's organizational and management structure minimized layers of approval to expedite decisions and reduce performance delays. By contrast, the protester's organizational chart shows several such departments reporting first to the deputy program manager and then to the program manager. See AR, Tab 28, Protester Mission Capability Proposal at 24. The protester's proposed organizational structure thus interposes an additional management layer not present in Southwest Range's proposal. The protester therefore has not demonstrated that the differences in the agency's evaluation did not stem from differences in the offerors' proposals, and we deny this allegation as well.

As the foregoing examples demonstrate, the agency reasonably and equally evaluated proposals against the RFP's evaluation criteria under the management and staffing subfactor. We therefore deny the protester's allegations that the agency improperly evaluated proposals under that subfactor.

#### Continuity of Operations Subfactor

The protester also challenges the agency's evaluation of proposals under the continuity of operations subfactor. First, the protester contends that the agency unreasonably assigned a significant strength to Southwest Range's proposal for proposing to use the Project Cost Management System (PCMS), a government-owned system that offerors were required to use. Comments & 2nd Supp. Protest at 10-12; Supp. Comments at 13-15. The protester contends that Southwest Range's "continued use of this [g]overnment-owned system has nothing to do with any 'realignment of incumbent personnel' under the [evaluation criteria] and therefore reflects the application of an unstated evaluation criterion." Comments & 2nd Supp. Protest at 12. The agency responds that the protester's argument selectively reads and mischaracterizes the record, and that the agency reasonably assigned this significant strength. Supp. MOL at 16-18. Based on our review of the record, we agree that the agency's assignment of this significant strength was reasonable.

The agency assigned a significant strength to Southwest Range's proposal for demonstrating "a superior approach to realignment of incumbent personnel[,] potentially minimizing interruption of services to reduce risk of impact to the overall mission[.]" AR, Tab 58, SSDD at 29. In support of that conclusion, the agency pointed to Southwest Range's proposal to "leverag[e] integrated digital systems such as the [PCMS] . . . ; centralized [s]tandard [o]perating [p]rocedures . . . libraries, and [DELETED] (the system [Southwest Range] utilizes for all training[.]" which the agency found "reduces the need for system migrations or process adoptions" and supports "capturing efficiencies of uninterrupted execution of mission-critical functions." *Id.* In that regard, the relevant portion of Southwest Range's proposal states that Southwest Range "institutionalize[s] knowledge management through integrated digital systems--leveraging PCMS . . . , centralized [standard operating procedures] libraries, and [DELETED] (for training)--to eliminate reliance on individual memory and ensure operational resilience." AR,

Tab 55, Southwest Range Mission Capability Proposal at 71-72. As a result, the proposal stated that “[n]o learning curve, system migrations, or process adoption is needed.” *Id.* at 72.

Thus, Southwest Range’s proposal discussed the PCMS as one of several systems that Southwest Range used for knowledge management to ensure operational continuity. The agency assigned a significant strength not, as the protester alleges, for proposing to use the PCMS, but rather for how Southwest Range proposed to use knowledge management tools to maintain uninterrupted performance by incumbent personnel. That is consistent with the RFP’s evaluation criteria for the continuity of operations subfactor, which stated, in part, that the agency would “evaluate the [o]fferor’s approach for realignment of incumbent personnel to minimize interruption of services or delays in work progress that could potentially impact the overall mission.” AR, Tab 22, RFP, attach. 10, Section M at 6. We therefore conclude that the agency reasonably assigned this significant strength and deny the protester’s allegation.

The protester also alleges that the agency unreasonably assigned a weakness to its proposal under the continuity of operations subfactor for proposing to mirror WSMR’s organizational structure as the approach to realignment of incumbent personnel. Protest at 7-9; Comments & 2nd Supp. Protest at 8-9. The protester contends that its proposal referenced “mirroring” only once, in a different section of the proposal, and that nothing in the relevant portion of the protester’s proposal suggests that the protester’s approach to realignment of incumbent personnel consists of mirroring WSMR’s organizational structure. Protest at 7-9. The agency concedes that it “errantly assigned . . . a weakness[,]” but argues that “this harmless error did not prejudice [the protester’s] chance of receiving the award.” MOL at 20.

We agree with the agency that the erroneous assignment of this weakness did not competitively prejudice the protester. In that regard, while the SSA recounted the assigned significant strengths, strengths, and weakness when comparing the proposals submitted by the protester and Southwest Range, his determination that Southwest Range’s proposal was superior under the mission capability factor does not discuss this weakness at all, instead focusing on the significant strengths and strengths of Southwest Range’s proposal. See AR, Tab 58, SSDD at 36-40. Additionally, as discussed above, the RFP specified that the continuity of operations subfactor was significantly less important than the management and staffing subfactor within the mission capability factor. Thus, the record reflects that the SSA’s selection decision did not rely upon the erroneously-assigned weakness, and we therefore conclude that the protester has failed to demonstrate that it was competitively prejudiced by this error. See *CACI, Inc.-Fed.*, B-418110.3 *et al.*, May 22, 2020, at 13 (finding no prejudice in the assignment of weaknesses where the SSA did not rely on the weaknesses in distinguishing between the proposals in the best-value decision); *Dell Servs. Fed. Gov’t, Inc.*, B-412340 *et al.*, Jan. 20, 2016, at 5 n.3 (same).

## Past Performance Factor

Finally, the protester challenges the agency's evaluation of proposals under the past performance factor. The protester contends that the agency ignored differences between the protester's and Southwest Range's past performance and unreasonably concluded that there was no meaningful distinction between them. Comments & 2nd Supp. Protest at 5-8; Supp. Comments at 3-5. The agency responds that it reasonably evaluated the offerors' past performance, and that the protester only disagrees with the agency's judgment. Supp. MOL at 10-12.

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. *Southwest Range Servs.*, *supra* at 11. We will question an agency's conclusions, however, when they are unreasonable or undocumented. *OneSource PCS, LLC*, B-419222, Jan. 6, 2021, 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, at 5.

The protester's contention that the agency failed to reasonably find distinguishing qualitative differences between the offerors' respective past performance is based upon a comparison of the Contractor Performance Assessment Reporting System (CPARS) ratings given to Southwest Range for performance on the predecessor contract and to the protester for its performance of "nearly identical test support services" at the Yuma Proving Ground. Comments & 2nd Supp. Protest at 7. In that regard, the protester points out that it received almost entirely "exceptional" CPARS ratings for the Yuma Proving Ground contract, as compared to Southwest Range's CPARS ratings for the incumbent WSMR contract, approximately half of which are "exceptional," with the majority of the remainder being "very good" and a few "satisfactory." Supp. Comments at 4. Based on this information, the protester contends that the agency unreasonably failed to consider the qualitative differences between the two offerors' records of past performance. *Id.* at 5.

On our review of the record, the protester has not demonstrated that the agency's past performance evaluation was unreasonable in this regard. As a general matter, while the protester received more "exceptional" CPARS ratings for the Yuma Proving Ground contract than Southwest Range did for the incumbent contract, the record nevertheless reflects positive reviews for both offerors, with both receiving multiple ratings of "exceptional"--a majority for the protester and a plurality for Southwest Range--and both offerors receiving relatively few ratings of "satisfactory," and none lower than satisfactory. See AR, Tab 56, Past Performance Evaluation Report at 77-78, 111. The SSA considered those ratings in evaluating each proposal. See AR, Tab 58, SSDD at 24, 31-32. Furthermore, the most recent CPARS evaluation for Southwest Range's performance of the incumbent contract was for the period ending on August 30, 2024. See AR, Tab 56, Past Performance Evaluation Report at 111. The agency also reviewed a past performance questionnaire (PPQ) submitted on June 23, 2025, by the

contracting officer's representative for the incumbent contract. See *id.* at 119-122. That PPQ assigned the highest rating possible in each area to Southwest Range's performance, concluding that Southwest Range "performed in an exceptional manner facilitating the mission requirements throughout the year." *Id.* Thus, the most recent evaluation of Southwest Range's performance of the incumbent contract was uniformly excellent. While there may be some granular differences between the ratings given to each offeror's performance, the record does not support the protester's contention that it was unreasonable for the agency to find that those differences were not meaningful.

The protester also contends that the agency improperly credited Southwest Range for contracts performed by other joint ventures and an affiliate of one of Southwest Range's members. Supp. Comments at 6-9. In that regard, the record reflects that, in addition to its own performance of the incumbent effort, Southwest Range submitted information regarding contracts performed by: (1) Reliance Test & Technology, LLC, which is a joint venture whose members are Amentum and InDyne, Inc.; (2) JT4, LLC, which is a wholly-owned subsidiary of Amentum; and (3) Test & Evaluation Services and Technologies, LLC, which is a joint venture whose members are EWA and SA-TECH. AR, Tab 56, Past Performance Evaluation Report at 122, 130, 147. The protester contends that the agency failed to determine how those references were reasonably predictive of Southwest Range's performance of the solicited effort, and therefore unreasonably considered them in evaluating Southwest Range's past performance. Supp. Comments at 6-9.

An agency properly may credit a joint venture with the past performance of an individual joint venture partner as a member of another joint venture where there is no solicitation provision prohibiting consideration of such past performance and where that past performance is reasonably predictive of the offeror's performance of the solicited effort. *AlliantCorps, LLC*, B-417126 *et al.*, Feb. 27, 2019, at 6-7; *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, at 13. Similarly, an agency properly may attribute the experience or past performance of a parent or affiliated company to an offeror where the firm's proposal demonstrates that the resources of the parent or affiliate will affect the performance of the offeror. *Systems Eng'g Partners, LLC*, B-412329, B-412329.2, Jan. 20, 2016 at 5. The relevant consideration is whether the resources of the parent or affiliated company--its workforce, management, facilities, or other resources--will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. *Id.* While it is appropriate to consider an affiliate's performance record where the affiliate will be involved in the contract effort or where it shares management with the offeror, it is inappropriate to consider an affiliate's record where that record does not bear on the likelihood of successful performance by the offeror. *Id.* at 6.

We conclude that, to the extent the agency improperly considered the challenged past performance references, the protester cannot demonstrate a reasonable possibility of prejudice. Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and

our Office will not sustain the protest. *Millennium Eng'g and Integration Co.*, B-417359.4, B-417359.5, Dec. 3, 2019, at 9. Where the record establishes no reasonable possibility of prejudice, we will not sustain a protest even if defects in the procurement were found. *ICI Servs. Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, at 13.

In comparing the protester's and Southwest Range's past performance, the only references the SSA substantively cited were the protester's performance of the Yuma Proving Ground contract and Southwest Range's performance of the incumbent effort. See AR, Tab 58, SSDD at 39 (“[The protester] had a highly rated very relevant effort in the Yuma Proving Ground . . . [m]ission [t]est [s]upport [s]ervices . . . contract reference. [Southwest Range] had a highly rated very relevant effort in the [incumbent] contract reference.”). Because both offerors had a positive record of performance on these two requirements that were closely similar to the solicited effort, the SSA concluded that there was “no meaningful distinction . . . within the [p]ast [p]erformance [f]actor.” *Id.* Thus, the record demonstrates that the challenged past performance references played little to no role in the SSA's comparison of proposals under the past performance factor.

On this record, we conclude that the agency's consideration of the challenged past performance references had no significant impact on the agency's determination that there was no meaningful distinction between the protester's and Southwest Range's past performance. We therefore conclude that, to the extent the agency improperly considered these past performance references, the record establishes no reasonable possibility of prejudice to the protester. See *1st SBC Sols., LLC*, B-423172.4, B-423172.5, Aug. 1, 2025, at 14 (no competitive prejudice where the agency's comparison of proposals did not cite the challenged past performance reference); *cf. ValidaTek-CITI, LLC*, B-418320.2 *et al.*, Apr. 22, 2020, at 7-8 (denying allegation that awardee materially misrepresented its past performance where the rating “did not depend on the referenced contract at all”). Accordingly, we deny this ground of protest.

The protest is denied.

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General Counsel