U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

DOCUMENT FOR PUBLIC RELEASE
The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Hardwire LLC

File: B-424524

Date: August 27, 2026

Brian G. Walsh, Esq., George E. Petel, Esq., P. Nicholas Peterson, Esq., W. Benjamin Phillips, III, Esq., and Morgan W. Huston, Esq., Wiley Rein LLP, for the protester.
Anne B. Perry, Esq., and Nikole R. Snyder, Esq., Sheppard Mullin Richter & Hampton, LLP, for Point Blank Enterprises, Inc., the intervenor.
Morgan E. Dowd, Esq., and Gregory M. Mathews, Esq., Defense Logistics Agency, for the agency.
Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of past performance is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.

2. Protest challenging agency's best-value tradeoff analysis is denied where the agency's tradeoff was reasonable, adequately documented, and consistent with the terms of the solicitation and the applicable laws and regulations.

DECISION

Hardwire LLC, a historically underutilized business zone (HUBZone) small business of Pocomoke City, Maryland, protests the award of a contract to Point Blank Enterprises, Inc., (PBE) of Pompano Beach, Florida, under request for proposals (RFP) No. SPE1C1-24-R-0010, issued by the Defense Logistics Agency (DLA) for enhanced small arms protective inserts (ESAPI). The protester contends that the agency's past performance evaluation and source selection decision were unreasonable and inconsistent with the solicitation.

We deny the protest.

BACKGROUND

On June 13, 2024, DLA issued the solicitation using the negotiated procedures of Federal Acquisition Regulation (FAR) part 15, seeking proposals for the manufacture and delivery of ESAPI. Agency Report (AR), Exh. 1, RFP at 1, 6; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. The solicitation contemplated the award of two fixed-price, indefinite-delivery, indefinite-quantity (IDIQ) contracts, one for each of two separate lots to be competed in sequence. RFP at 6. The first lot was set aside for small businesses, while the second lot was to be competed on an unrestricted basis with a 10-percent HUBZone price evaluation factor. *Id.* This protest concerns the competition for the second lot.

The RFP provided for the award to be made on a best-value tradeoff basis considering past performance and price, where past performance--the sole non-price factor--was considered significantly more important than price. *Id.* at 42. The past performance factor was comprised of three equally important subfactors of recency, relevance, and quality of performance. *Id.* at 43.

Offerors were instructed to submit no more than eight recent past performance experiences for evaluation. *Id.* at 40. To be considered recent, the past performance reference had to have been performed within two years of the solicitation's closing date. *Id.* at 41. Only those references considered recent would be evaluated for relevance and quality. *Id.* Relevance was to be determined by comparison of the past performance effort to "the effort to be acquired through the source selection." *Id.* Among other things, the agency would consider the "similarity of product/service/ support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming." *Id.* A subfactor rating of very relevant, relevant, somewhat relevant, or not relevant would be assigned to each past performance reference, and only those references found to be at least somewhat relevant would be further evaluated for quality of performance. *Id.* at 43. As relevant here, a "very relevant" past performance effort was defined as an effort that involved "essentially the same scope and magnitude of effort and complexities" as the current requirement, while a "relevant" effort was defined as an effort that involved "similar scope and magnitude of effort and complexities" as the current requirement. *Id.*

The solicitation explained that each offeror's quality of past performance would be assessed "by gathering information on how well [the] offeror performed on those past contracts." *Id.* at 41. Offerors were instructed to "describe the quality of items delivered in two (2) years preceding the solicitation closing date," specifically addressing any "warranty actions taken, quality deficiency reports issued, or returned merchandise." *Id.* The agency would assign a quality rating of outstanding, good, acceptable, marginal, or unacceptable based on three elements: past quality of items, past delivery performance, and small business participation (applicable for large business offerors only). *Id.* at 43-44. As relevant here, the rating of good was defined as a past performance record that "indicates the offeror has consistently met contract requirements and has exceeded some to the Government's and/or other customers' benefit" and where "contract performance has been accomplished with some minor problems for which corrective actions taken by the offeror have been effective." *Id.* Evaluations under the three past performance subfactors would be combined for an overall performance confidence assessment rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.*

The agency received five proposals for the second lot, including proposals from Hardwire and PBE.[1] COS/MOL at 8 n.7; AR, Exh. 7, Combined Pre-Negotiation Briefing Memorandum and Price Negotiation Memorandum (PBM/PNM) at 5. DLA's evaluators assessed the proposals of Hardwire and PBE as follows:

	HARDWIRE	**PBE**
Past Performance	Substantial Confidence	Substantial Confidence
Recency	Recent	Recent
Relevance	Relevant	Very Relevant
Quality of Performance	Good	Good
Proposed Price (Before HUBZone Preference)	$30,555,957	$30,182,194
Evaluated Price (After HUBZone Preference)	$30,555,957	$33,200,292

AR, Exh. 8, SSDD at 6. The agency applied the HUBZone price evaluation preference, adding 10 percent to the proposed price of PBE, the only large business offeror. AR, Exh. 7, PBM/PNM at 37.

As relevant here, the agency considered the eight recent past performance references Hardwire submitted for evaluation and found seven of the eight contracts to be relevant and one to be somewhat relevant. *Id.* at 27. In assigning Hardwire's proposal a rating of "relevant" under the relevance subfactor, the agency found that Hardwire's "present/past performance include[d] hard body-armor applications designed as [a critical safety item] with similar evaluation and testing requirements" and concluded that these efforts "involved similar scope and magnitude of effort and complexities" as the solicitation required. *Id.*

PBE submitted three past performance references for evaluation, one evaluated as relevant and two evaluated as very relevant. *Id*. at 18-23. The agency evaluated the item quality and delivery performance information for each of the three references and assigned PBE's proposal a rating of "good" for the quality of performance subfactor. *Id.* PBE submitted a past performance reference for the incumbent contract and the agency considered eight corrective action requests for the contract that were issued during the solicitation's defined recency period (within two years of the solicitation's closing date), noting the cause of each corrective action request and whether corrective actions taken

[1] One offeror withdrew its proposal after being awarded the contract for the first lot under the solicitation. AR, Exh. 8, Source Selection Decision Document (SSDD) at 2.

were effective. *Id.* at 18-21. The agency also considered the Contractor Performance Assessment Reporting System (CPARS) report for the effort, which rated PBE's performance quality as satisfactory with the comment that "many of the [corrective action requests] issued were for reasons commonly seen within the hard armor industry due to the stringent quality assurance requirements of" the ESAPI. *Id.* at 21. Based on this evaluation of the incumbent effort, as well as two other efforts (rated relevant and very relevant respectively, with quality and schedule ratings of satisfactory, good, and exceptional), the agency concluded that the quality of PBE's past performance warranted the rating of good. *Id.* at 24.

The source selection authority (SSA) considered the evaluation results, conducted a comparative analysis of the competing proposals, and concluded that PBE's proposal represented the best value to the government. AR, Exh. 8, SSDD at 4-14. Although both Hardwire and PBE received the highest overall past performance rating of substantial confidence, the SSA found that PBE's past performance was for "the identical item, tested at the same facility, and produced at similar or greater scale," while Hardwire's history was "limited to Relevant contracts that do not fully align with the production scale or complexity required." *Id.* at 14. Noting that the past performance factor was more important than price, the SSA concluded that PBE's record of performance provided "a stronger and more reliable predictor of future success," "a higher degree of confidence," and "a lower performance risk." *Id.* at 13-14. The SSA therefore determined that PBE's proposal warranted the nine percent price premium as compared to Hardwire's proposal and represented the best value to the government. *Id.* at 14.

On May 13, 2026, the agency awarded the contract to PBE. COS/MOL at 16. After requesting and receiving a debriefing, Hardwire filed this protest.

DISCUSSION

The protester challenges various aspects of the agency's past performance evaluation and best-value tradeoff analysis. First, Hardwire asserts that the agency deviated from the stated evaluation criteria and evaluated the relevance of offerors' past performance using unstated criteria. Protest at 9-10; Comments at 7-8. Second, Hardwire contends that the agency unreasonably ignored negative past performance information included in PBE's proposal or otherwise known to the agency. Protest at 8-9; Comments at 4-7. Third, Hardwire alleges that the agency conducted a flawed best-value tradeoff analysis, failing to rank offerors before applying the HUBZone price preference and giving undue weight to the awardee's incumbency. Protest at 5-7; Comments at 1-2.

The agency responds that it evaluated offerors' past performance in accordance with the solicitation and conducted a reasonable best-value tradeoff analysis. COS/MOL at 18-40. We have considered all of Hardwire's arguments, and while we do not specifically address every collateral argument, we find that none provides a basis on which to sustain the protest.

When a protester challenges an agency's evaluation of past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. *Jacobs Tech., Inc*., B-420016, B-4200016.2, Oct. 28, 2021, at 5. An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation's evaluation criteria. *CrowderGulf, LLC, et al.,* B-418693.9 *et al.,* Mar. 25, 2022, at 20; *Metropolitan Interpreters & Translators, Inc.,* B-415080.7, B-415080.8, May 14, 2019, at 10. Accordingly, we will not substitute our judgment for reasonably based past performance evaluation ratings. *Nexsys Elecs. Inc., d/b/a Medweb*, B-419616.4, Jan. 7, 2022, at 5. A protester's disagreement with the agency's evaluation judgments concerning the merits of past performance does not establish that the evaluation was unreasonable. *Matson Navigation Co., Inc.,* B-416976.2 *et al.,* Jan. 24, 2019, at 5.

Relevance of Hardwire's Past Performance

The protester first contends that the agency should have assessed Hardwire's past performance as very relevant since it demonstrated performance that was essentially the same in scope, magnitude, and complexity as the solicited requirement. Protest at 9-10; Comments at 7-8. In this regard, the protester argues that the agency applied an unstated evaluation criterion by requiring past performance on contracts for the Department of the Army (specifically, with contracts containing Army-specific testing and oversight requirements), to be considered very relevant.[2] Comments at 7-8. The protester asserts that absent this error, Hardwire's past performance would have been assigned the highest rating of "very relevant," instead of just "relevant," under the relevance subfactor and, consequently, would have been considered at least equal to PBE's past performance in the tradeoff. *Id.*

The agency responds that it evaluated offerors' past performance using the stated evaluation criteria, which included relevancy determinations based on the "similarity of product." Supp. COS/MOL at 7-11. The agency argues that it reasonably applied this standard to find that Hardwire's past performance was relevant, but not very relevant, because it involved products with less stringent testing and evaluation requirements that were similar to, but not essentially the same as, the instant requirement. *Id.* While the protester takes issue with this consideration of "testing and oversight requirements,"

[2] The protester initially argued that the agency improperly reserved the highest relevancy rating for the "identical"--rather than "essentially the same"--work performed by the awardee on the incumbent contract. Protest at 10. After reviewing the agency report, which showed that another offeror's performance on a non-incumbent contract was also considered very relevant, the protester effectively withdrew the argument, acknowledging that "this fact dispels the notion that an offeror was required to submit past performance with the exact same scope to receive a Very Relevant rating." Comments at 7.

Comments at 1, DLA asserts that it was logically encompassed by the RFP's "similarity of product" relevancy criterion. Supp. COS/MOL at 7-11. The agency adds that Hardwire's rating of relevant was not based solely on testing and oversight requirements, as the protester alleges, but rather on "quantifiable distinctions in product specificity, testing rigor, and production scope." *Id.*; AR, Exh. 8, SSDD at 12.

Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to specifically identify each and every element an agency considers during an evaluation. *UDC USA, Inc.*, B-419671, June 21, 2021, at 5. Moreover, while agencies are not permitted to use unstated evaluation factors, an agency properly may take into account specific matters that are logically encompassed by, or related to, the stated evaluation criteria, even when they are not expressly identified as evaluation criteria. *Advanced Alliant Sols. Team, LLC*, B-417334, Apr. 10, 2019, at 5.

Here, we find no basis to question the agency's evaluation of Hardwire's past performance under the relevance subfactor. As noted, the solicitation stated that the agency would consider the "similarity of product/service/support, complexity, [and] dollar value," among other things, when determining the relevance of a past performance effort to the instant requirement. RFP at 43. Therefore, the solicitation expressly contemplated that the agency would assess past performance relevance by considering the degree to which the product provided under the reference contract was similar to the product required under the solicitation. In this regard, the solicitation included specific testing and evaluation requirements for the ESAPI to be manufactured and delivered, such as first article testing requirements under the inspection and acceptance section. *See id.* at 6, 10. Given these stated product specifications, the agency's consideration of whether the offeror's past performance involved products with similar testing and evaluation requirements was logically encompassed by the stated relevancy criterion of "similarity of product."

In any event, contrary to the protester's assertions, the agency's assignment of an overall rating of relevant to the protester's past performance was not based solely on these allegedly unstated testing and oversight requirements. Instead, the agency also considered other aspects of product similarity (*e.g.*, whether the primary material used was similar), as well as the magnitude of the effort involved, before assigning a relevancy rating to each of Hardwire's eight past performance references. AR, Exh. 7, PBM/PNM at 25-27. Based on these considerations, DLA determined that seven of the references were relevant and one was somewhat relevant. *Id*. For example, the agency found that Hardwire's performance under a DLA contract to provide ESAPI to the United States Marine Corps was relevant (but not very relevant) because it was "similar in technical complexity" but the magnitude of effort (a dollar value of $6,247,812) under the contract was "far lower than the instant requirement," valued at $46,399,554. *Id.* at 3, 25. Similarly, Hardwire's performance under an Army IDIQ contract was found to be only relevant because it involved a prior version of protective inserts that were no longer issued to Army soldiers. *Id.* at 26. In contrast, the requirement here was for an *enhanced* version of protective inserts with a higher-level ballistic protection that “demand[s] more rigorous testing and enhanced material performance to ensure consistent survivability against the highest-risk ballistic threats.” *Id.* For each of Hardwire’s remaining references, the agency likewise noted material dissimilarities with the instant requirement, *e.g.,* use of steel plates versus boron carbide ceramics or soft armor versus hard armor. *See id.* at 25-27.

Based on these product dissimilarities, as well as noted differences in the magnitude of the efforts, the agency reasonably assessed Hardwire’s eight references as relevant and somewhat relevant, rather than very relevant, which the solicitation reserved for an effort that involved “essentially the same scope and magnitude of effort and complexities” as the current requirement. *Id.*; *see* RFP at 43. On this record, we find no basis to question the agency’s assignment of the overall rating of relevant to Hardwire’s past performance under the relevance subfactor.

Quality of PBE’s Past Performance

The protester next contends that the agency unreasonably evaluated the awardee’s past performance under the quality of performance subfactor. Specifically, Hardwire argues that the agency failed to consider certain negative information about PBE’s performance on the incumbent contract. Protest at 8-9; Comments at 4-7; Supp. Comments at 1-6. In this regard, the protester argues that the agency improperly limited its review of PBE’s performance on the incumbent contract by considering just eight corrective action requests when PBE’s proposal identified sixteen. Comments at 4-5; Supp. Comments at 2-5. Pointing to two prior modifications of the incumbent contract that referred to the disposition or destruction of failed lots, the protester also asserts that the agency unreasonably failed to consider information about PBE’s deficient performance that was “too close at hand” to ignore. Protest at 8-9. With respect to the eight corrective action requests considered by the agency, the protester contends that the agency unreasonably “downplayed the severity of these performance issues.” Comments at 5-7.

In response, the agency maintains that, consistent with the solicitation, it reasonably considered all recent and relevant information about the quality of PBE’s past performance. COS/MOL at 28-34; Supp. COS/MOL at 11-18. Specifically, the agency explains that it properly limited its evaluation to just five of the sixteen corrective action requests listed in the proposal, as only those five were issued within the two years preceding the solicitation closing date of June 25, 2025. Supp. COS/MOL at 2-3, 11-17. The agency also notes that it considered three additional corrective action requests issued after the solicitation closing date. *Id*. With respect to the contract modifications, which dated back to January 2022, the agency contends that it reasonably did not consider such information as it fell outside the solicitation’s 2-year recency period. COS/MOL at 32.

The solicitation here expressly defined recent past performance as “past performance information over the last (2) years preceding the solicitation’s closing date.” RFP at 43. Specific to the evaluation of the quality of performance subfactor, offerors were accordingly instructed to "describe the quality of items delivered in two (2) years preceding the solicitation closing date." *Id.* at 41. As noted above, the solicitation specified that non-recent performance would not be considered relevant and advised that any performance outside of two years prior to the closing date would "not be further evaluated for relevancy or quality of performance." *Id.* at 43.

The protester does not dispute that the corrective action requests the agency declined to consider and the cited contract modification documents occurred outside of the solicitation's recency parameter. Comments at 5 n.1; Supp. Comments at 2-4. Instead, the protester argues that the "too close at hand" principle applies regardless of the solicitation's recency definition because the information was "relevant to the work required" and not "outside of the scope" of the requirement. Supp. Comments at 2-4. We disagree.

We have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider "outside information" bearing on an offeror's past performance when it is "too close at hand" to require the offerors to shoulder the inequities that spring from an agency's failure to obtain and consider the information. *International Bus. Sys., Inc.,* B-275554, Mar. 3, 1997, at 5. However, our Office has not extended the "too close at hand" principle to apply to every case where an agency might conceivably find additional information regarding an offeror's proposal. *See Perspecta Eng'g Inc.*, B-420501.2, B-420501.3, Dec. 13, 2022, at 12; *Hygeia Solutions Partners, LLC; STG, Inc*., B-411459 *et al*., July 30, 2015, at 13. In this regard, an agency has the discretion to determine the scope of the past performance history to be considered, provided all proposals are evaluated on the same basis and the evaluation is consistent with the terms of the solicitation. *Id.*

Where, as here, a solicitation defines the boundaries for recent and relevant past performance for evaluation purposes, the agency is required to adhere to those boundaries in its consideration of past performance information, regardless of whether that information was provided in the proposal or otherwise available to the agency. *See Perspecta Eng'g, supra* at 13 (finding that the agency was not required to consider protester's incumbent contract because it did not meet the solicitation's definition for relevant contracts); *see also, Tech Sys., Inc.,* B-423547 *et al.*, Aug. 8, 2025, at 9 (finding that where the solicitation limited consideration of past performance to work within the past five years, the agency was precluded from considering the portion of work performed prior to the five-year period under an otherwise relevant contract reference). Here, after having determined that PBE's incumbent contract was recent and very relevant, the agency's evaluation, under the quality subfactor, appropriately did not consider any information pertaining to PBE's performance that occurred outside of the solicitation's expressly defined recency period, whether such information was included in PBE's proposal or otherwise "close at hand" of the agency. *See* Supp. COS/MOL at 2-3, 11-17; AR, Exh. 7, PBM/PNM at 18-21.

We also find no basis to question the agency's consideration of information about PBE's quality of performance that fell within the recency window. Specifically, the record does not support the protester's contention that the agency unreasonably "downplayed the severity" of any performance issues under the incumbent contract. Comments at 5. Instead, the record shows that the agency thoroughly considered each recent and relevant corrective action request, including the reasons for issuance and the efficacy of corrective actions, and found that PBE "effectively addressed minor issues through acceptable or highly effective corrective actions."[3] AR, Exh. 7, PBM/PNM at 18-21, 24. The record shows that the agency also considered other recent and relevant performance information for all three of PBE's references and found that these "CPARS assessments reflect[ed] ratings of Satisfactory, Very Good, and Exceptional for Quality and Schedule." *Id.* at 21-24. Based on these findings, the agency concluded that the awardee's past performance information "indicat[ed] that PBE consistently met contractual requirements, exceeded some to the Government's benefit, and effectively addressed minor issues through acceptable or highly effective corrective actions," meriting a past performance quality rating of good. *Id.* at 24.

As our Office has explained, an agency's past performance evaluation may be based on a reasonable perception of a contractor's prior performance, regardless of whether the contractor disputes the agency's interpretation of the underlying facts, the significance of those facts, or the significance of corrective action. *Jacobs Tech., Inc., supra* at 12; *General Revenue Corp. et al*., B-414220.2 *et al*., Mar. 27, 2017, at 40. Although the protester disagrees with the agency's judgment in this regard, such disagreement, without more, is not sufficient to establish that the agency acted unreasonably. *See Matson Navigation Co., Inc., supra*. This protest ground is denied.

---

[3] Contrary to the protester's insistence that one of the corrective action requests (which resulted in a warranty action of [DELETED]) was "not considered at all," Comments at 6, the record shows that the agency considered the request at issue in detail. *See* AR, Exh. 7, PBM/PNM at 19. To the extent the protester complains that this particular corrective action request was not discussed in the agency's source selection decision, Comments at 6-7, our Office has explained that there is no need for extensive documentation of every consideration factored into a tradeoff decision. *Special Applications Grp*., B-417698.2; B-417698.3, Feb. 19, 2019, at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.*

Here, the SSA documented her consideration of the relative merits of each offeror's past performance under each subfactor and conducted a detailed comparative analysis. *See* AR, Exh. 8, SSDD at 4-14. Moreover, while the SSDD did not discuss every relevant corrective action request issued to PBE under the incumbent contract, it incorporated by reference the PBN/PNM (that did) and summarized the relevant findings in the tradeoff. *Id.* at 2, 10-14. On this record, we find no merit in the protester's objection to the documentation of DLA's consideration of the corrective action requests.

Best-Value Tradeoff Decision

The protester next challenges the agency's best-value tradeoff and source selection decision. Specifically, the protester contends that the agency improperly relied on PBE's status as the incumbent contractor in making its tradeoff decision. Protest at 5-7; Comments at 1-2. As discussed below, we find the agency's best-value tradeoff to be reasonable and consistent with the terms of the solicitation.[4]

When making tradeoff decisions in a best-value source selection, selection officials have considerable discretion. *Omega Apparel, Inc.* B-411266, June 26, 2015, 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. *Enviremedial Servs., Inc.,* B-423552.3, Mar. 24, 2026, at 10. The documentation supporting the decision must be sufficient to establish that the selection official was aware of the relative merits and costs of the competing proposals. *Special Applications Grp*., *supra*.

The record here reflects that the SSA thoroughly compared the relative merits of the competing proposals before concluding that the higher confidence offered by PBE's very relevant past performance outweighed Hardwire's lower price. AR, Exh. 8, SSDD at 11-14. In this regard, the SSA appropriately looked behind the same adjectival ratings of the two offerors and based her decision "on the underlying context of each offeror's experience," finding that PBE's proposal showed "past performance on the identical item, tested at the same facility, and produced at similar or greater scale." *Id.* at 14. On the other hand, the SSA found that Hardwire's performance history, "while positive, is limited to Relevant contracts that do not fully align with the production scale

[4] The protester also asserts that the agency failed to comply with the applicable HUBZone regulation by not ranking offerors before applying a price preference and by failing to make award to Hardwire when Hardwire, a HUBZone small business, was rated equally with PBE, a large business. Protest at 5-6; Comments at 1-2. In this regard, FAR clause 52.219-4(a)(3) requires award to be made to the HUBZone small business concern when the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to that of the large business after considering the price evaluation preference. The protester argues that, had the agency properly ranked the offerors and "reasonably evaluated Quality and Relevancy" of past performance, Hardwire "would have been rated at least equal to, if not superior to, PBE," and therefore entitled to award as the equally rated HUBZone small business. Protest at 5-6; Comments at 1-2.

We find this argument to be derivative of the protester's evaluation challenges. As discussed above, we find no basis to object to the agency's evaluation of the offerors' past performance. Accordingly, we dismiss this argument because the allegations do not establish an independent basis of protest. *CACI, Inc.--Fed.*, B-422774, B-422774.2, Oct. 18, 2024, at 15.

or complexity required" under this solicitation. *Id.* The SSA then considered the fact that "PBE's evaluated price [was] $2,644,335.82 higher than Hardwire's," a difference of approximately 9 percent, and concluded that "the technical advantages and the higher confidence in successful performance offered by PBE outweigh the evaluated price difference." *Id.*

The protester points to the SSA's reference to "identical item" to argue that this evidences an improper preference for incumbent experience.[5] Protest at 7. We find the protester's argument unavailing. As an initial matter, the very sentence quoted by the protester shows that the agency's past performance evaluation was not limited to considering whether the reference involved identical items and instead also considered other factors, *i.e.*, whether the past performance involved products that were "tested at the same facility, and produced at similar or greater scale." *Id.* As discussed above, the agency's consideration of testing rigor and production scale was logically related to the stated evaluation criteria since the solicitation listed "similarity of product" as a relevancy criterion. RFP at 43.

Moreover, it is well settled that an offeror may possess unique information, advantages, and capabilities due to its prior experience under a government contract--either as an incumbent contractor or otherwise--and the government is not necessarily required to equalize competition to compensate for such an advantage, unless there is evidence of preferential treatment or other improper action. *See* FAR § 9.505-2(a)(3); *Jacobs Tech., Inc., supra* at 8; *Lovelace Sci. & Tech. Servs.,* B-412345, Jan. 19, 2016, at 12. An agency may properly consider such advantages, where appropriate, in accordance with the evaluation criteria. *See, e.g., Honeywell Tech. Sols., Inc.,* B-400771, B-400771.2, Jan. 27, 2009, at 15 (finding reasonable the agency's evaluation of an incumbent protester's advantages that met the evaluation criteria). Here, we find that the agency reasonably considered PBE's past performance under the incumbent contract consistent with the evaluation criteria set out in the solicitation.

Citing our decision in *Perimeter Security Partners, LLC--Costs,* B-422666.2, Aug. 8, 2025, the protester argues that the agency improperly relied on PBE's incumbency to justify the price premium despite assessing the same overall past performance ratings to both proposals. Protest at 7; Comments at 2. In that decision, our Office found that an agency improperly credited an awardee for its incumbent status where the record showed that the agency's "aversion to disruption of the incumbent working relationship [reflected] an implicit preference for the *status quo*." *Perimeter Sec. Partners, supra* at 11. We specifically pointed out, however, that "it may have been appropriate for the agency to give weight to [the firm's] successful past performance on the incumbent contract, as that work could reasonably be considered more relevant than other work,"

---

[5] As noted above, the protester initially argued that the agency improperly reserved the rating of "very relevant" only for identical performance under the incumbent contract, but later conceded that the record "dispels the notion that an offeror was required to submit past performance with the exact same scope to receive a Very Relevant rating." Comments at 7.

but the agency instead based its decision on a desire to avoid "'disrupt[ing]' a working relationship with the current firm," which did not reasonably fall within the solicitation's stated evaluation criteria. *See id*. The facts on which we sustained *Perimeter Security Partners* are not present in this case. Here, unlike the agency in *Perimeter Security Partners,* DLA appropriately and reasonably concluded that PBE's past performance on the incumbent contract was more relevant than Hardwire's performance on "contracts that do not fully align with the production scale or complexity required" under the solicitation's stated evaluation criteria. AR, Exh. 8, SSDD at 11-14. Accordingly, we find no basis to conclude that the agency gave undue preferential treatment to PBE due to its status as the incumbent.

Although the protester disagrees with the agency's conclusion that PBE's very relevant past performance--some of which was acquired through its performance on the incumbent contract--warranted its nine-percent price premium, such disagreement does not provide a basis to sustain the protest. A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, without more, does not establish that the source selection decision was unreasonable. *Pacific-Gulf Marine, Inc*., B-415375, B-415375.2, Jan. 2, 2018, at 7.

The protest is denied.

Edda Emmanuelli Perez
General Counsel