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# Decision

**Matter of:** Artek Construction Company

**File:** B-418657; B-418657.2

**Date:** July 17, 2020

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## DIGEST

Protest challenging evaluation of protester's proposal under solicitation's management approach factor is denied where the evaluations and down-select decisions were reasonable and consistent with the terms of the solicitation.

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## DECISION

Artek Construction Company (Artek), of Adana, Turkey, protests its exclusion from phase two of a two-phase design-build procurement conducted under request for proposals (RFP) No. W912GB20R0006 issued by the Department of the Army, Army Corps of Engineers (Corps) Europe District, for construction, renovation and repair of general building projects in Turkey. Artek contends that the agency's evaluation of its phase I proposal under the management approach factor was unreasonable and inconsistent with the solicitation. Alternatively, the protester asserts that the concerns identified by the agency were relatively minor, which the agency should have resolved through clarifications with the protester, and that the evaluation findings reflected unequal treatment. According to the protester, but for these errors, its proposal would have been selected for the phase II competition.

We deny the protest.

On November 21, 2019, the Corps issued the RFP in accordance with the two-phase design-build procedures of Federal Acquisition Regulation subpart 36.3, for the award of indefinite-delivery, indefinite-quantity (IDIQ), multiple-award task order contracts

(MATOCs). RFP at 25, 32.<sup>1</sup> The RFP, which was amended three times, sought proposals for design-build and design-bid-build construction services for new facilities, and real property repair and maintenance in support of defense operations in Turkey. *Id.* at 32. The RFP stated that the agency intends to award a target of five IDIQ contracts followed by fixed-price task orders during the period of performance. *Id.* at 32, 47. The maximum dollar value for all task orders was \$49.95 million. *Id.* at 25.

The RFP included seven attachments. RFP at 28. As amended, attachment 1 of the RFP is identified as the “Specifications Binder.” *Id.* amend. 0001, attach. 1, Specifications Binder at 228-352.<sup>2</sup> The specifications binder included specification 01 45 05, entitled “Contractor Personnel Requirements (NAU)”<sup>3</sup> which identified the various contractor personnel required to successfully perform the solicited construction services. *Id.* at 329-336. Among other things, specification 01 45 05 identified the contractor personnel required to be on-site, including: (1) the site superintendent--the highest level supervisor to whom all on site personnel report, and the manager responsible for all construction activities at the site, including quality and production, *id.* at 330; (2) the construction quality control system manager (CQCSM)--who is responsible for management of construction quality control, has the authority to act in all construction quality control matters and reports to the superintendent, *id.* at 331; and (3) the site safety and health officer (SSHO)--who conducts safety and health inspections, ensures subcontractor compliance with safety and health requirements, is a member of the quality control organization, and reports directly to a senior project (or corporate) official. *Id.* at 332.

In phase I of the competition, proposals were to be evaluated under the following factors: (1) experience/past performance; and (2) management approach. The experience/past performance factor was more important than the management approach factor. RFP amend. 0003 at 380. The experience/past performance factor would be evaluated using relevancy ratings and confidence assessments,<sup>4</sup> and the management approach factor would be evaluated using combined technical/risk

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<sup>1</sup> The agency report was submitted as individually bates-stamped exhibits. Citations to the record are to the bates-stamped page of each exhibit.

<sup>2</sup> The first amendment updated the specifications binder (attachment 1), updated the experience information sheet (attachment 2), updated the experience overview sheet (attachment 3) and updated the bank letter of assurance template (attachment 5). RFP amend. 0001 at 209.

<sup>3</sup> The Europe District is part of the Army Corps of Engineers North Atlantic Division and the acronym “NAU” is used in the solicitation documents. Agency Memorandum of Law at 14 n.5.

<sup>4</sup> The relevancy ratings ranged from very relevant to not relevant with performance confidence ratings ranging from substantial confidence to no confidence. RFP amend. 0003 at 384.

ratings.<sup>5</sup> *Id.* at 384, 386. The RFP required offerors “to furnish all information clearly to allow the [g]overnment to determine their performance capability” and provided that offerors should “not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it in response to [p]hase [o]ne.” *Id.* at 389. The RFP advised that the agency intended to select a maximum of seven of the most highly qualified offerors to proceed from phase I to phase II of the competition. *Id.* at 380. Proposals with a rating below acceptable under these evaluation factors would not be considered for the phase II competition. *Id.* at 389.

Under factor 2, management approach, offerors were required to submit a project management plan that includes an organizational chart, and a management plan narrative that describes its overall structure, and its plan for management of the project team from the offeror’s headquarters to site offices.<sup>6</sup> *Id.* at 384-385. For the organizational chart and narrative description, offerors were required to provide the following information:

- identify all offices involved in this contract
  - identify all positions by title, organization, and physical location, including subcontractors and consultants
  - include lines of reporting and technical areas of responsibility under the contract
  - clearly show the lines of authority of the Offeror’s Project Manager, Quality Control and Safety Organization, including all [joint venture] partners and subcontractors, when applicable
- ii. Discuss how the Offeror will ensure quality consistently across the team. Discuss quality control lines of authority between subcontractors and prime.
- iii. Discuss how the Offeror will ensure safety consistently across the team. Discuss safety lines of authority between subcontractors and prime.

*Id.* at 385.

Under factor 2, management approach, the RFP provided that the agency would evaluate the offeror’s proposed method for accomplishing the solicited construction services. The RFP also directed offerors to demonstrate their understanding of the specific requirements associated with the design, construction, and administration responsibilities associated with the identified projects. The RFP also required offerors

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<sup>5</sup> Proposals would receive one of five technical/risk ratings, ranging from unacceptable to outstanding, with risk ratings of low to unacceptable risk. RFP amend. 0003 at 386-387.

<sup>6</sup> The RFP stated that the management plan/approach would be evaluated as one factor. RFP amend. 0003 at 385.

to demonstrate their ability to accomplish these projects. *Id.* at 385. The RFP advised offerors that the agency would evaluate proposals to determine whether and to what extent their management plan:

- Clearly defines the planned organization structure and presents a logical, viable approach to perform the work described in the RFP documents and achieve the desired quality.
- Delineates lines of authority appropriately including the relationship between the headquarters' office and the site office, including all involved with the management of the contract including subcontractors . . . and identifies which personnel are identified to communicate with the [g]overnment.
- Comprehensively describes the duties, roles, major responsibilities, and authorities for key personnel, including roles of authorities for subcontractors and [joint ventures].
- Describes management for performance of a potential task order including [o]fferor's planned approach to the following:
  - quality control
  - staffing (both management and labor to perform a typical design and construction project)
  - obtaining, retaining, coordinating, and managing subcontractors.

*Id.* at 385-386. In addition, the agency would evaluate the offeror's management plan for completeness, reasonableness, risk, and logic. *Id.* at 385.

The Corps received phase I proposals from 18 offerors, including Artek, by January 6, 2020, the extended proposal due date. Contracting Officer's Statement at 10. The agency's technical evaluation board (TEB) evaluated proposals, identifying each offeror's strengths, significant strengths, weaknesses, significant weaknesses, and deficiencies under each evaluation factor. *See generally*, RFP amend. 0003 at 388.

Artek's proposal and the seven offerors who were selected to proceed to phase II of the competition were evaluated as follows:

	Factor 1		Factor 2
Offerors	Experience	Past Performance	Management Approach
Offeror 1	[DELETED]	[DELETED]	[DELETED]
Offeror 2	[DELETED]	[DELETED]	[DELETED]
Offeror 3	[DELETED]	[DELETED]	[DELETED]
Offeror 4	[DELETED]	[DELETED]	[DELETED]
Offeror 5	[DELETED]	[DELETED]	[DELETED]
Offeror 6	[DELETED]	[DELETED]	[DELETED]
Offeror 7	[DELETED]	[DELETED]	[DELETED]
Artek	Very Relevant	Satisfactory Confidence	Marginal/High Risk <sup>7</sup>

Agency Report (AR) exh. 10, TEB Consensus Evaluation at 481; exh. 11, Down-Select Memorandum at 573.

In evaluating Artek's proposal under the management approach factor, the agency identified two strengths<sup>8</sup>, one significant weakness<sup>9</sup>, and one weakness.<sup>10</sup> AR exh. 10, TEB Consensus Evaluation at 508. The agency assessed Artek's management plan one strength for submitting the names and qualifications of its project manager, quality control system managers, and quality control engineers, which exceeded the solicitation requirements; and another for providing a letter of commitment from its proposed designer of record, which exceeded the solicitation requirements. *Id.*

The evaluators assessed a weakness under this factor because Artek provided insufficient information regarding its safety program because "a robust safety program" was required by the agency to ensure successful contract performance. *Id.* The evaluators assessed a significant weakness because Artek's organizational chart did not meet the RFP's minimum submission requirements by failing to "properly show overall structure, lines of authority, and technical responsibilities." *Id.* The evaluators noted that Artek's proposed QCSM appeared "to have similar roles to a site

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<sup>7</sup> Of relevance here, a marginal rating was assigned where the "[p]roposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high." RFP amend. 0003 at 386. A rating of high risk would be assigned where the "[p]roposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close [g]overnment monitoring." *Id.* at 387.

<sup>8</sup> Strength was defined as an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements that would be advantageous to the government during contract performance. RFP amend. 0003 at 388.

<sup>9</sup> A significant weakness was defined as a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. RFP amend. 0003 at 388.

<sup>10</sup> A weakness was defined as a flaw in the proposal that increases the risk of unsuccessful contract performance. RFP amend. 0003 at 388.

superintendent.” *Id.* The evaluators noted that if the QCSM had similar roles and responsibilities as the site superintendent, the approach would be contrary to the RFP requirements and would not facilitate successful project management. Finally, the evaluators noted that the role of the site superintendent was otherwise not discussed in Artek’s management plan.<sup>11</sup> *Id.*

In summarizing its evaluation of Artek’s management plan, the evaluators noted that the proposal did not demonstrate an adequate approach or understanding of the RFP requirements. In this regard, the evaluators found Artek’s “management plan narrative and organizational chart [were] incomplete, confusing, and incorrect” and “d[id] not demonstrate [an] understanding of the intent of the contract under [this] solicitation.” *Id.* The evaluators concluded that the “weakness and significant weakness, when combined, are likely to cause significant disruption of schedule, increased cost or degradation of performance.” *Id.* Based on these evaluative findings, the evaluators assigned a marginal/high risk to Artek’s proposal under factor 2, management approach. *Id.*

The contracting officer, who was the source selection authority, selected the seven most highly qualified offerors to proceed to phase II of the competition. AR exh. 11, Down-Select Memorandum at 572-582. The contracting officer determined that Artek was not amongst the most highly qualified offerors, finding that the cumulative merits of Artek’s phase I proposal were inferior to the proposals of the other seven selected offerors because of the identified flaws in Artek’s management approach/management plan. *Id.* at 583.

On March 25, the agency notified Artek that it was an unsuccessful offeror. AR exh. 13, Phase One Unsuccessful Notice. Artek requested a pre-award debriefing, which the agency provided on March 31. *Id.* exh. 15, Artek Debriefing. After Artek raised follow-up questions, the agency responded on April 8. *Id.* exh. 17, Supp. Debriefing. This protest followed.

## DISCUSSION

Artek challenges the weaknesses identified by the agency in Artek’s proposal under the management approach factor. Artek also alleges that the agency abused its discretion by not seeking clarifications to resolve the identified weaknesses in Artek’s proposal. The protester additionally alleges that the agency performed a disparate evaluation of

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<sup>11</sup> In addition to these specific weaknesses identified above, the evaluators commented on other aspects of Artek’s management plan approach as follows: (1) that Artek intended to self-execute most of the work without subcontractors; (2) that although Artek identified its designer of record and provided this individual’s relative experience, Artek did not provide sufficient details on the design process itself; and (3) that Artek’s organizational chart appears to indicate that its personnel team are located in Poland and not in Turkey. AR exh. 10, TEB Consensus Report at 509.

its proposal as compared to the proposals of the other seven offerors selected to compete in the phase II competition. Protest at 9-13; Comments & Supp. Protest at 2-3; Supp. Comments at 2-3. We have considered all of the arguments raised by the protester, and we find they provide no basis upon which to sustain the protest. We discuss several arguments below.<sup>12</sup>

The core of Artek's protest is its contention that the agency's evaluation under the management approach factor relied on unstated evaluation criteria, and was inconsistent with the RFP.<sup>13</sup> According to Artek, the management plan in its proposal was designed in accordance with the solicitation's instructions and evaluation criteria. As a result, Artek asserts that "[e]ach of the Agency conclusions is incorrect: the superintendent position is discussed and has a clear role; and each of the positions are staffed onsite." Protest at 11. In support of its position, the protester highlights section 1.3, "Onsite Personnel," of its proposal, which indicated that the QC Manager and the superintendent position would be key staff "onsite personnel." *Id.* at 10. Artek also points to section 1.4 of its proposal, which noted that "[o]n daily occasions when the QCSM is not present at the site, the Site Superintendent will be the person making communications with the inspector. The site superintendent shall explain any technical or application issues to the inspector[.]" *Id.* Further, Artek points to the second organizational chart in its proposal, which includes the foremen position; according to Artek, this is a position functionally equivalent to a site superintendent position, and as the chart indicates, this position reports to the QC System Managers. *Id.*

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<sup>12</sup> While our decision here does not specifically discuss each and every argument and/or variation of the arguments, we have considered all of Artek's contentions and conclude that none provides a basis to sustain the protest.

<sup>13</sup> In its comments on the agency report, Artek argued for the first time that the agency's reliance on specification 01 45 05 in its evaluation of Artek's proposal was improper because the specification was not incorporated into the RFP and thus, consideration of the specification reflected the application of unstated evaluation criteria. Comments & Supp. Protest at 2. Alternatively, Artek asserted that the solicitation was latently ambiguous regarding the application of specification 01 45 05. *Id.* at 13-14. We dismiss these arguments as untimely because the agency's debriefing, and the April 8, response to the protester's debriefing follow-up questions, both expressly advised that the agency's concerns under the management approach factor were based on the protester's failure to comply with specification 01 45 05. See *generally* AR exh. 15, Artek Debriefing; exh. 17, Supp. Debriefing.

Here, the protester did not challenge the agency's use of the specification in its evaluation until the protester filed its comments on the agency report, more than 10 days after the protester knew or should have known the basis for these protest issues. 4 C.F.R. 21.2(a)(2). In any event, it is readily apparent that the specification, titled "Contractor Personnel Requirements (NAU)," identified the various contractor personnel required to successfully perform the solicited construction services, and was referenced as an attachment to the RFP. As a result, the specification provided a proper basis for the agency's evaluation under the management approach factor.

In a protest challenging an agency's evaluation of proposals, our Office will not reevaluate proposals but we will review the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *SaxmanOne, LLC*, B-414748, B-414748.3, Aug. 22, 2017, 2017 CPD ¶ 264 at 3; *ManTech Advanced Sys. Int'l, Inc.*, B-413717, Dec. 16, 2016, 2016 CPD ¶ 370 at 3. An offeror is responsible for submitting a well-written proposal with adequately detailed information that allows for meaningful review by the procuring agency. *Abacus Tech. Corp.*; *SMS Data Prods. Grp., Inc.*, B-413421 *et al.*, Oct. 28, 2016, 2016 CPD ¶ 317 at 19.

Here, as set forth above, the solicitation required offerors to submit both an organizational chart and a descriptive narrative that, among other things, clearly identified their personnel by title, lines of reporting, and technical areas of responsibility. RFP amend. 0003 at 385. Offerors were further instructed that the chart should be arranged by organizational levels and identify where the individuals would be located. *Id.* Finally, the RFP advised that the organizational charts and descriptive narratives would be evaluated based on how well they depict the organization, including the lines of authority, and whether they demonstrate an understanding of the specific requirements associated with the design, construction and administration responsibilities required here. *Id.* at 385-386.

The record reflects that the agency found Artek's management plan was incomplete, confusing, incorrect, and failed to demonstrate an understanding of the solicitation's requirements. Contracting Officer's Statement at 11-12 (*citing* AR exh. 10, TEB Consensus Evaluation at 508). For instance, the evaluators noted that Artek's management plan did not provide any information regarding the site superintendent's roles and responsibilities, as required by RFP specifications 01 45 05. The evaluators further noted that, contrary to the requirements in specifications 01 45 05, Artek's management plan identified the QCSM as the individual with the responsibility and authority to act on behalf of the project manager; placed the site superintendent "under [the] QCSM's responsibility" and provided that the site superintendent would be the person communicating with agency personnel when the QCSM was off-site. Contracting Officer's Statement at 16 (*citing* AR exh. 8, Artek's Proposal, Vol. 1 at 457).

In our view, the agency's evaluation of Artek's proposal was reasonable and consistent with the solicitation's requirements. As set forth above, specification 01 45 05 identified the contractor personnel for this contract and described their respective roles and responsibilities. In particular, the solicitation identified the superintendent as the highest level on-site manager, and provided that the superintendent would be responsible for all construction activities, including quality and production. See RFP amend. 0001, Specifications Binder at 331. The record shows that Artek's management plan did not comply with this requirement because its organizational chart did not identify any site superintendent position whatsoever, and did not identify the QCSM as being on-site. See AR exh. 8, Artek Proposal, Vol. 1 at 458-459.



Moreover, the record reflects that the narrative portion of Artek's proposal includes only a few references to the site superintendent position, which the agency described as "cryptic." See Memorandum of Law at 17 (references to the site superintendent position). Among these few references, Artek's proposal indicated that the position was subordinate to the QCSM which, as the agency explains, directly contracted the solicitation. According to the RFP, the superintendent is to be "[t]he highest level manager responsible for the overall construction activities on a project, including quality and production." RFP amend. 0001 at 260; see *also* at 330. Furthermore, the superintendent "is responsible for all construction and related activities at the site, except as otherwise acceptable to the Contracting Officer." *Id.* at 260. Thus, we agree with the agency. On this record, we find that the agency reasonably assigned a significant weakness to the protester's proposal. Accordingly, we deny this protest allegation.<sup>14</sup>

Next, Artek argues the agency should have engaged in clarifications or discussions to resolve the identified weaknesses in its management plan. Comments & Supp. Protest at 1; Supp. Comments at 2. The protester, however, is mistaken. As discussed above, this two-phase design/build procurement was conducted under the provisions of FAR subpart 36.3. Our Office has stated previously that the provisions of FAR part 15 regarding discussions or clarifications (limited exchanges that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors see FAR 15.306(a)) do not apply to phase 1 of design/build competitions, absent specific solicitation provisions to the contrary. See *Intercontinental Constr. Contracting, Inc.*, B-415040 *et al.*, Nov. 8, 2017, 2018 CPD ¶ 82 at 6. Even if FAR part 15 applied, an agency is not required to engage in clarifications or discussions where the agency has advised offerors that the agency intends to evaluate proposals as submitted, without further exchanges. See *DJW Consulting, LLC*, B-408846.3, Dec. 18, 2013, 2014 CPD ¶ 77 at 5.

Finally, Artek argues that the evaluation and non-selection of its proposal to compete in phase II reflects disparate treatment. The protester contends that the seven selected offerors submitted management plans that were not qualitatively different from its management plan but the Corps evaluated their management plans as acceptable or

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<sup>14</sup> The protester argues, as a general matter, that the Corps failed to adequately document its evaluation. As an example, Artek points to what it describes as the evaluators' failure to provide any specific reasoning for its assessment that Artek's safety plan narrative was inadequate. Comments & Supp. Protest at 16. We disagree. While an agency's judgment must be documented in sufficient detail to show it is not arbitrary, a failure to discuss every detail regarding the relative merit of a proposal in an evaluation decision document does not affect the validity of the evaluation. The record shows that the agency's evaluative judgments were reasonable. Post-protest explanations that simply fill in previously unrecorded details will generally be considered in our review of the rationality of selection decisions, so long as those explanation are credible and consistent with the contemporaneous record. See *W R Sys., Ltd.*, B-287477, B-287477.3, June 29, 2001, 2001 CPD ¶ 118 at 7.

better. The Corps responds that each of the seven offerors submitted management plans that were fundamentally different from Artek's. For the reasons discussed below, the protester's allegations do not provide a basis to sustain the protest.

The protester asserts that the offeror referenced as Offeror 1 by the agency submitted an organizational chart that also did not identify the superintendent as the highest level official supervising construction. Instead, the protester contends that Offeror 1's organizational chart shows the site superintendent position below the project manager who reports to the program manager. In addition, the protester contends that while there is a safety engineer position on Offeror 1's chart, the chart fails to show an SSHO position. The protester further contends that while Offeror 1's chart shows a CQCM position, this position was not connected by any solid line to another person or structure above the CQCM. As a result, the protester claims that the agency "overlooked" these issues, but evaluated similar omissions or depictions on Artek's organizational chart differently. Supp. Comments at 5.

The agency responds that, unlike the protester's proposal, which failed to identify a superintendent position at all on its chart and misidentified the role of the superintendent position in the limited narrative section of its proposal, Offeror 1's management plan narrative correctly identified the on-site superintendent as the highest level official supervising construction. The agency also reports that while Offeror 1's chart does not show an SSHO position, the chart does show a safety engineer position which was described by Offeror 1 as the SSHO position. Finally, the agency asserts that while the protester speculates as to the meaning of dotted lines on Offeror 1's chart for the CQCM position, the evaluators considered the absence of a legend on Offeror 1's chart as a weakness. See AR exh. 10, TEB Consensus Evaluation at 484-485.

As a second example, Artek asserts that another offeror, identified by the agency as Offeror 4, included a management plan that was rated acceptable/low risk whereas the protester's management plan was rated marginal/high risk despite the similarity in both offerors' organizational charts. For instance, Artek complains that its organizational chart was assigned a significant weakness because its chart, like Offeror 4's, did not identify a site superintendent position. As with Artek's proposal, the SSHO position on Offeror 4's chart was not shown as a part of the quality control organization; and again, just like Artek's proposal, the construction manager position on Offeror 4's chart was subordinate to the quality control organization. Supp. Comments at 6-7 (citing AR exh. 8, Artek's Proposal, Vol. 1, at 458-459 and exh. 28, Organizational Chart for Offeror 4).

In its response, the agency points out that Offeror 4 was assessed a weakness under the management approach evaluation factor, but the proposal had other evaluated strengths the protester lacked, and weaknesses that were not as significant as those found in Artek's proposal. See AR exh. 10, TEB Consensus Report at 552; Agency Additional Statement at 2. In any event, the agency asserts that Artek mischaracterizes Offeror 4's organizational chart in several ways. According to the agency, Offeror 4's chart shows safety officers that report directly to a health safety manager and the quality

control manager. The agency further notes that Offeror 4's organizational chart shows that the construction manager is subordinate to the project manager and not to the quality control manager, as alleged by the protester. Moreover, the agency further asserts that while a "superintendent" was not identified on Offeror 4's chart, the evaluators identified this as a titling error, rather than a failure to show the position. See AR exh. 10, TEB Consensus Report at 552 (site superintendent mis-titled in chart as the project manager); Agency Additional Statement at 2.

A contracting agency must treat all competitors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Will Tech., Inc.; Paragon TEC, Inc.*, B-413139.4 *et al.*, June 11, 2018, 2018 CPD ¶ 209 at 15. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings or relative standing do not stem from differences between the proposals. *ASRC Comms., Ltd.*, B-414319.2 *et al.*, May 9, 2017, 2017 CPD ¶ 167 at 7; *Northrop Grumman Sys. Corp.*, B-406411, B-406411.2, May 25, 2012, 2012 CPD ¶ 164 at 8. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its proposal for deficiencies that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Office Design Group v. United States*, 951 F.3d at 1372; *Transworld Systems, Inc.; Account Control Tech., Inc.*, B-414090.13 *et al.*, Dec. 22, 2017, 2019 CPD ¶ 2 at 9-10.

Here, the record reflects that the agency evaluated the protester's and the competing offerors' management plans based on both their individual organizational charts and their management plan narratives. See *e.g.* AR exh. 10, TEB Consensus Evaluation at 481; exh. 11, Down-Select Memorandum at 573. While Artek's arguments rely on comparisons of the agency's evaluation of the seven offerors' organizational charts, the record shows that the agency's evaluation findings were based on the entirety of the proposals, which reflect fundamentally different information. While the protester wades through the minutiae of the various charts and evaluation findings, its arguments fail to establish that these proposals were substantively indistinguishable, or included nearly identical information. For example, none of the arguments advanced by the protester refute the agency's conclusion that only Artek's proposal failed to address the site superintendent position. Accordingly, we find that Artek has failed to establish the necessary basis for its claims of disparate treatment. *IPKeys Techs., LLC*, B-414890, B-414890.2, Oct. 4, 2017, 2017 CPD ¶ 311 at 9.

The protest is denied.

Thomas H. Armstrong  
General Counsel