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## Decision

**Matter of:** DRS Network & Imaging Systems, LLC

**File:** B-413409; B-413409.2

**Date:** October 25, 2016

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Michael F. Mason, Esq., Christine Reynolds, Esq., Stacy M. Hadeka, Esq., and Brendan M. Lill, Esq., Hogan Lovells US LLP; and Maryann P. Surrick, Esq., for Lockheed Martin Space Systems Company, the intervenor.  
Lawrence M. Anderson, Esq., Department of the Air Force, for the agency.  
Nora K. Adkins, Esq., and Amy B. Pereira, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest challenging the agency's conduct of discussions is denied where the agency repeatedly advised the protester of the basis for determining that its proposal was technically unacceptable.
  2. Protest alleging that the agency's evaluation of the protester's and awardee's proposals was unequal is denied where, although the agency effectively waived a solicitation requirement, the protester cannot demonstrate that it was prejudiced by the waiver.
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### DECISION

DRS Network & Imaging Systems, LLC (DRS), of Melbourne, Florida, protests the award of a contract to Lockheed Martin Space Systems Company (Lockheed), pursuant to request for proposals (RFP) No. FA8214-15-R-0001 for the production and delivery of test equipment supporting the Minuteman III nuclear missile. DRS challenges multiple aspects of the agency's evaluation and ultimate award decision.

We deny the protest.

## BACKGROUND

On January 13, 2015, the Air Force issued the reentry field support equipment (RFSE)<sup>1</sup> solicitation, pursuant to the negotiated procurement procedures of Federal Acquisition Regulation (FAR) part 15, to obtain production and delivery of seven RFSE test sets (suites), four sets of support equipment, and initial spares.<sup>2</sup> RFP at 1, 137, 237<sup>3</sup>; CO Statement at 2. The solicitation contemplated the award of a contract on a lowest-priced, technically acceptable basis based on the evaluation of price and two non-price factors: technical acceptability and past performance. Id. at 137. The solicitation provided that the technical acceptability factor consisted of two subfactors: (1) program management, which contained four elements (management plan, integrated master schedule (IMS), contractor statement of work, and small business participation plan), and (2) production management, which contained two elements (quality assurance program plan and manufacturing plan). Id. at 141-144.

The solicitation advised offerors that proposals “shall be clear, concise, and include sufficient detail for the agency to conduct an effective evaluation.” Id. at 100. Offerors were required to submit proposals in four separate volumes (price, technical acceptability, past performance, and contract documentation), in both hard copy format and on a CD. Id. at 103. The RFP provided specific page limits for the technical acceptability volume and past performance volume. Id. As relevant to the protest, the solicitation also specified that an offeror’s IMS was expected “to be presented in the form of a Gantt<sup>4</sup> chart,” which was required “to be no more than ten (10) pages in length.” Id. at 109. The solicitation stated that page limitations were maximums and, if exceeded, the agency would only consider the proposal up to the page number limit specified. Id. at 103.

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<sup>1</sup> The RFSE is a test set which tests and certifies the reentry system on an intercontinental ballistic missile. RFP, Statement of Objectives (SOO), at 237. After certification, the reentry system is authorized for placement on a fielded Minuteman III missile. Id.

<sup>2</sup> The RFSE work also required provisioning conference support, user training, and interim contractor support, which were included as options. RFP, SOO, at 237-238; Contracting Officer (CO) Statement at 2. In addition, design requalification testing, nuclear recertification support, or delta physical configuration audits were also included as options. Id.

<sup>3</sup> The RFP was amended several times; references herein are to the conformed copy of the solicitation issued as amendment No. 12.

<sup>4</sup> A Gantt chart is a horizontal bar chart that provides a graphical illustration of a schedule and helps plan, coordinate, and track individual tasks and subtasks within a project. See [www.gantt.com](http://www.gantt.com) (last visited Oct. 19, 2016).

The RFP provided that the agency's evaluation of the non-price factors would be on an acceptable or unacceptable basis. Id. at 141. An acceptable rating was defined as a proposal that clearly meets the minimum requirements of the solicitation, whereas an unacceptable proposal does not clearly meet the minimum requirements. Id. The solicitation advised that subfactor ratings would not be rolled up into an overall rating for the technical acceptability factor. Id. Any subfactor or element of a subfactor that was evaluated as unacceptable would render the entire proposal unacceptable and unawardable. Id.

Under the technical acceptability factor, the solicitation provided that the agency's evaluation of the program management subfactor would consider an offeror's proposal to achieve comprehensive management of the RFSE production effort as required by the program management section of the RFP's statement of objectives. Id. at 141-142; SOO at 238-240. The RFP stated that this subfactor would be met if the offeror's proposal conveyed a sound, feasible, and effective approach, and demonstrated how that approach would be applied to the RFSE production effort. Id. at 141-142. As relevant to the protest, the solicitation provided that the agency's evaluation of an offeror's IMS would consider whether the proposed IMS identified proposed schedule dates for all management plan events, reviews, accomplishments, and criteria; showed completion and delivery of the first deliverable no later than 20 months after contract award and completion and delivery of the last deliverable no later than 44 months after contract award; and provided enough detail to show that all tasks are being completed, that they are being done in a logical order, and enough time is being allowed for completion of the task without compromising quality within the deadlines provided. Id. at 142.

In response to the solicitation, the Air Force received proposals from two offerors, Lockheed and DRS. AR, Tab 42, Final Evaluation Document, at 2. On September 17, the agency's source selection evaluation board concluded its initial evaluation of the proposals, which resulted in unacceptable ratings for both offerors. Id. at 3-4. On September 21, the agency delivered multiple evaluation notices to both offerors to open discussions. Id. at 3. With respect to DRS, one such evaluation notice advised DRS of a deficiency in its IMS. Specifically, the evaluation notice provided:

The IMS is deficient in many areas, such as training activities do not line up with the rest of the proposal or the RFP, delivery going to the wrong place, CDRLs [contract data requirements list] listed being delivered in violation to the AF Form 1423 [completion instructions], and not having a PMR [program management review] the last year of the contract. In addition, the IMS conflicts with other documents of the proposal.

AR, Tab 51, DRS Evaluation Notice Report 1, at 53.

On October 8, the Air Force met with both offerors to discuss concerns with the evaluation notices and to answer questions. In these meetings the agency explained to both offerors that the Air Force would not tell an offeror how to specifically fix a problem because the agency was interested in evaluating the offerors' understanding of and capability to perform the contract. See AR, Tab 29, DRS Meeting Minutes (Oct. 8, 2015), at 2; Tab 35, Lockheed Meeting Minutes (Oct. 8, 2015), at 2. Additionally, in response to various questions posed by DRS (i.e. Can the Government be more specific in what documents are in conflict with the IMS? Can the Government be more specific in where we are delivering items to the wrong locations?), the Air Force explained that the evaluators found "(a) dates that did not comply with the CDRLs, (b) delivery of spares at the wrong place, and (c) entries on the IMS did not match other documents in the proposal." Id. at 9. The agency advised DRS that "the IMS needs to be complete, accurate, and in accordance with the request for proposal. The IMS was billed as one of the keystones of how DRS will manage the program for items such as resources, schedule, etc., so any issues with it cause[s] concern." Id.

DRS and Lockheed submitted responses to the evaluation notices for the agency's evaluation. DRS' submission included an updated IMS. The agency evaluated the offerors' responses and concluded that additional discussions were needed with both offerors. AR, Tab 42, Final Evaluation Document, at 5. On December 16, the agency delivered a second round of evaluation notices. Id. DRS was advised that its revised IMS was unacceptable because it failed to meet the requirements of the RFP. AR, Tab 53, DRS Evaluation Notice Report 2, at 14.

On December 18, the agency held meetings with both offerors to clarify the evaluation notices and answer questions. In response to a question by DRS regarding its IMS, the agency responded that it previously provided examples of what was wrong with DRS' initial IMS, but that problems still exist. AR, Tab 49, DRS Meeting Minutes (Dec. 18, 2015), at 5. The agency recommended that DRS scrub the IMS. Id. When DRS asked specifically if additional light could be shed on problems with its IMS, the agency stated "[t]hese questions require answers that would provide detail on how to fix the proposal. Unfortunately, the government cannot provide an[y] additional insight into the IMS deficiencies." Id. at 7.

The offerors submitted responses to the agency's evaluation notices, which were evaluated by the agency. On February 17, 2016, the agency sent final proposal revision request letters to the offerors. AR, Tab 42, Final Evaluation Document, at 6. The letters advised the offerors that "any content of EN [evaluation notice] responses and associated oral discussions shall be incorporated into the FPR [final proposal revision] submission by the offeror to be considered for evaluation." AR, Tab 30, DRS FPR Request 1, at 1. The letters also cautioned that all parameters spelled out in section L of the RFP would be strictly adhered to in the FPR submission. Id. The letter also provided revised page limits and number of copies. In this regard, while the FPR request letter increased the technical acceptability

volume from 200 to 244 pages, it did not similarly increase the page-limit requirement for the IMS (10 pages). Id. at 1-2. With respect to DRS, the protester was advised that the deficiencies in its IMS remained unresolved after the submission of its second evaluation notice response. Id. at 7.

On March 9, both offerors submitted FPRs. In its FPR, DRS submitted the fourth version of its IMS. The agency conducted an evaluation of the offerors' FPRs and concluded that neither was acceptable. AR, Tab 42, Final Evaluation Document, at 7. As a result, the agency reopened discussions with the offerors on April 8. The agency delivered a discussion letter to both offerors, which reopened discussions and provided any issues/deficiencies that were found in the FPRs. AR, Tab 31, DRS Reopening Discussions Letter, at 1-3; Tab 37, Lockheed Reopening Discussions Letter, at 1-4. DRS' letter notified the firm that its IMS remained deficient. Id.

Telephonic conferences were held with the offerors to discuss any FPR issues listed in the discussions letter. DRS again asked the agency to identify specific problems with its FPR IMS. The agency responded by referring DRS to the evaluation criteria and advising DRS that "[i]t is important to take a holistic view when reviewing the IMS. It is recommended you ensure that the RFP requirements, technical approach, and the timing thereof are accurately and clearly reflected in the IMS." AR, Tab 32, DRS Meeting Minutes (Apr. 13, 2016), at 6-7. The agency issued a second FPR request letter to both offerors on April 18. AR, Tab 33, DRS FPR Request 2, at 1-9; Tab 39, Lockheed FPR Request 2, at 1-9. These letters again listed any deficiencies/non-compliances in the offerors' initial FPR submissions and stated that failure to resolve these issues would result in a rating of unacceptable. Id.

Both offerors submitted revised FPRs. In its submission, DRS provided a fifth version of its IMS. An evaluation of the offerors' revised FPRs was conducted by the agency that resulted as follows:

	<b>DRS</b>	<b>Lockheed</b>
<b>Technical</b>		
Program Management	Unacceptable	Acceptable
Production Management	Acceptable	Acceptable
<b>Price/Cost</b>	\$28,667,979	\$50,131,720

AR, Tab 42, Abstract of Offerors, at 1.

The Air Force found Lockheed's proposal to be acceptable. DRS's proposal remained unacceptable, due to deficiencies in its IMS. In this regard, the agency found the following deficiencies with DRS' revised IMS: (1) delivery of spares to Hill Air Force base occurs prior to the written authorization to proceed; (2) delivery of

spares to Hill Air Force base occurs prior to the end of interim contractor support options; (3) the time to test build seven is one month shorter than all other builds; (4) subassemblies with varying degrees of complexity are scheduled for the same amount of time; (5) builds with support equipment are taking the same amount of time as builds that do not require support equipment; (6) builds six and seven are not delivered together as required; (7) build six (schedule)--it is not logical to close out delivery of the build two months after the subtasks are complete; and (8) build seven (training)--the time for depot level training is too short.<sup>5</sup> AR, Tab 42, Final Evaluation, at 46-47. The agency awarded a contract to Lockheed as the lowest-priced technically acceptable offeror. After receiving notice of the award and a debriefing, DRS filed this protest with our Office.

## DECISION

DRS alleges that the agency's discussions with DRS were not meaningful and challenges the Air Force's evaluation of the offerors' IMS. At the outset we note that DRS' initial protest challenged the eight deficiencies assigned to its proposed IMS and the Air Force's evaluation of Lockheed's price. After receipt of the agency report, however, the protester advised our Office that it was focusing its protest on misleading discussions and the agency's disparate treatment of DRS and Lockheed. Protester's Comments at 4 n.1. In this regard, the protester noted that it understood that it was abandoning its challenges to the following deficiencies and other protest issues: deficiencies 2, 4-8; the agency's use of unstated evaluation criteria; disparate treatment with respect to interim contract support spares; and the agency's evaluation of Lockheed's price. *Id.* Consequently, we will not consider these arguments further. McConnell Jones Lanier & Murphy, LLP, B-409681.3, B-409681.4, Oct. 21, 2015, 2015 CPD ¶ 341 at 7 n.5.

Additionally, in response to the agency's supplemental agency report, the protester conceded that it was "not contending its proposal was technically acceptable," and again focused its protest on the agency's discussions with DRS and unequal treatment. DRS Supp. Comments at 1, n.1. Thus, we do not discuss in detail the reasonableness of the agency's assignment of any deficiency because the protester does not contend that its proposal was technically acceptable and DRS specifically abandoned its challenge to six of the eight deficiencies--any one of which, would have rendered its proposal unawardable. RFP at 141 ("[a]ny subfactor or element of a subfactor that is evaluated as unacceptable will render the entire proposal unacceptable, and therefore unawardable"). Instead, we address the protester's primary remaining arguments: misleading discussions and unequal treatment.

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<sup>5</sup> The protester's debriefing presented the deficiencies in a different order. For the purposes of the decision, we rely upon the ordering in the agency's final evaluation document. See AR, Tab 47, Final Evaluation Document, at 46-47; AR, Tab 60, DRS Debriefing, at 37-43.

DRS asserts that the agency's discussions with DRS were misleading and that the agency did not evaluate the offerors' IMS equally. We have fully considered all of DRS' contentions and find that none provides a basis to sustain the protest.

## Discussions

DRS contends that the agency failed to conduct meaningful discussions. Specifically, the protester argues that, although the agency advised the protester during discussions of concerns regarding its IMS, the agency failed to advise it of specific deficiencies and misled the protester into deleting information about work hours from of its second final revised proposal. For the reasons discussed below, we find the agency's discussions were meaningful and not misleading.

It is a fundamental principle of negotiated procurements that discussions, when conducted, must be meaningful; that is, the discussions must be sufficiently detailed and identify the deficiencies and significant weaknesses found in an offeror's proposal that could reasonably be addressed so as to materially enhance the offeror's potential for receiving award. Federal Acquisition Regulation (FAR) § 15.306(d)(3); InfoPro, Inc., B-408642.2, B-408642.3, Dec. 23, 2014, 2015 CPD ¶ 59 at 6. Further, an agency may not mislead an offeror--through the framing of a discussion question or a response to a question--into responding in a manner that does not address the agency's concerns, or misinform the offeror concerning a problem with its proposal or about the government's requirements. Refinery Assocs. of Texas, Inc., B-410911.2, Mar. 18, 2015, 2015 CPD ¶ 116 at 6. The requirement to conduct meaningful discussions is satisfied when an agency identifies deficiencies and significant weaknesses in each offeror's proposal that could reasonably be addressed in a manner to materially enhance the offeror's potential for award. PAI Corp., B-298349, Aug. 18, 2006, 2006 CPD ¶ 124 at 8. An agency only needs to lead an offeror into the areas of its proposal requiring amplification or revision; all-encompassing discussions are not required. ITT Indus. Space Sys., LLC, B-309964, B-309964.2, Nov. 9, 2007, 2007 CPD ¶ 217 at 12.

As described in detail above, the record demonstrates that the agency advised DRS time and again of issues concerning its proposed IMS. For example, during the initial round of discussions the agency advised DRS that its "IMS is deficient in many areas, such as training activities [that] do not line up with the rest of the proposal or the RPF, delivery going to the wrong place, CDRLs listed being delivered in violation to the AF Form 1423, and not having a PMR the last year of the contract." AR, Tab 51, DRS Evaluation Notice 1, at 53. In addition, DRS was advised that its IMS conflicted with other documents in its proposal. Id. In a meeting held with the protester after the evaluation notice was issued the agency further advised that it found "(a) dates that did not comply with the CDRLs, (b) delivery of spares at the wrong place, and (c) entries on the IMS did not match other documents in the proposal." AR, Tab 29, DRS Meeting Minutes

(Oct. 8, 2015), at 9. The agency reminded DRS that “the IMS needs to be complete, accurate, and in accordance with the request for proposal. The IMS was billed as one of the keystones of how DRS will manage the program for items such as resources, schedule, etc., so any issues with it causes concern.” Id.

The agency issued another round of evaluation notices and held another conference with the offerors. With respect to DRS the agency advised that it had previously provided examples of what was wrong with DRS’ initial IMS but that problems still exist. AR, Tab 49, DRS Meeting Minutes (Dec. 18, 2015), at 5. The agency recommended that DRS scrub the IMS. Id. In addition, the agency stated that DRS’ “questions require answers that would provide detail on how to fix the proposal. Unfortunately, the government cannot provide an[y] additional insight into the IMS deficiencies.” Id. at 7. In its last conference with DRS, the agency stated “[i]t is important to take a holistic view when reviewing the IMS. It is recommended you ensure that the RFP requirements, technical approach, and the timing thereof are accurately and clearly reflected in the IMS.” AR, Tab 32, DRS Meeting Minutes (Apr. 13, 2016), at 6.

Here, we find the agency’s multiple rounds of discussions to be reasonable. The record demonstrates that the agency led DRS directly to the area of concern-- issues concerning DRS’ IMS. Yet, despite multiple discussion rounds, DRS failed to correct the issues with its proposed IMS. While DRS contends that the agency should have given DRS more insight into the issues with its IMS in discussions, as the agency explained in its multiple meetings with the protester, the agency was interested in evaluating the offerors’ understanding of and capability to perform the contract. We have long held that agencies are not required to “spoon feed” offerors during discussions. Main Bldg. Maint., Inc., B-406615 et al., July 23, 2012, 2012 CPD ¶ 212 at 6. Indeed, doing so could deprive them of the opportunity to assess whether the offeror has a clear understanding of the requirements. CEdge Software Consultants, LLC, B-409380, Apr. 1, 2014, 2014 CPD ¶ 107 at 6 (“This is particularly true where, . . . one aspect of the evaluation is to test the offeror’s technical understanding.”). On this record, we have no basis to conclude that the agency’s discussions were misleading.<sup>6</sup>

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<sup>6</sup> We also find no merit with respect to the protester’s allegation that it was misled by the agency to delete work hours from its IMS. Here, the record reflects that during discussions the agency advised DRS that the font size in its IMS was less than 10 points. AR, Tab 31, DRS Letter Reopening Discussions, at 1; Tab 32, DRS Meeting Minutes, Apr. 13, 2016, at 5-6. The agency noted that in order for the evaluators to increase the font to an acceptable size (10 points or more) portions of DRS’ IMS would be missing. The agency advised DRS that “[t]herefore, it would be a good idea to resize the IMS.” Id. DRS’ decision to remove such hours was not due to misleading discussion. In this regard, DRS was not directed by the Air Force to remove the work hour information; rather, it made an independent business

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## Unequal Treatment

The protester also alleges that the agency applied more stringent standards in its evaluation of DRS' IMS than Lockheed's. Specifically, DRS alleges that the agency permitted Lockheed to exceed the 10-page IMS limit. While we agree with the protester that the agency improperly failed to enforce the solicitation's 10-page IMS limit, we find that the protester cannot demonstrate that it was prejudiced by the agency's waiver of the requirement.

It is a fundamental principle of government procurement that competition must be based on an equal basis; that is, offerors must be treated equally and be provided with a common basis for the preparation of their proposals. Lockheed Martin Corp., B-411365.2, Aug. 26, 2015, 2015 CPD ¶ 294 at 14. However, an agency may waive compliance with a material solicitation requirement in awarding a contract only if the award will meet the agency's actual needs without prejudice to other offerors. ExecuTech Strategic Consulting, LLC; TRI-COR Indus., Inc., B-410893 et al., Mar. 9, 2015, 2015 CPD ¶ 103 at 12.

The solicitation provided that the "IMS is expected to be presented in the form of a Gantt chart," which the RFP required "to be no more than ten (10) pages in length." RFP at 109. Both offerors submitted an IMS section in their technical acceptability volume, which included an introductory narrative and a 10-page Gantt chart. See AR, Tab 18, DRS Initial Vol. II, Technical Proposal, at 42-53; AR, Tab 24, Lockheed Initial Vol. II, Technical Proposal, at 73-81. DRS's initial proposal contained a narrative with additional IMS information that was about 1-page long, while Lockheed's narrative, which also contained additional IMS information, was about a page and a half. Id. In its response to the agency's second FPR notice, DRS did not change its 1-page narrative, and submitted only an updated 10-page Gantt chart. AR, Tab 22, DRS FPR2 Vol. II, IMS Slip Pages, at 1-10. Lockheed, in its revised FPR, submitted an updated narrative, which included its response to an evaluation notice as well as its original narrative, and an updated 10-page Gantt chart. AR, Tab 28, Lockheed FPR2 Vol. II, 77-85. DRS alleges that the evaluation was unequal because the agency considered information in Lockheed's IMS that was outside of the solicitation's 10-page limit.

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judgment about how to respond to the agency's concerns regarding the font size of its IMS. On this record, we cannot find that DRS was misled. See Onyx-Technica, JV, B-412474, B-412474.2, Feb. 26, 2016, 2016 CPD ¶ 65 at 4 (where an agency provides an offeror a choice in how to respond to issues identified during discussions, and the offeror exercises its business judgment in responding, the agency has not engaged in misleading discussions).

Based on our review of the record, we conclude that the agency failed to enforce the IMS page limit and effectively waived the requirement. We find, however, that this waiver does not provide a basis to sustain the protest. Competitive prejudice is an essential element of a viable protest; and 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. Lockheed Martin Corp., *supra* at 14. In this regard, even where an agency waives a material solicitation requirement, our Office will not sustain the protest unless the protester can demonstrate that it was prejudiced by the waiver, *i.e.*, where the protester would have altered its proposal to its competitive advantage had it been given the opportunity to respond to the altered requirements. See Vocus Inc., B-402391, Mar. 25, 2010, 2010 CPD ¶ 80 at 6.

Here, both offerors included narratives and Gantt charts in their IMS section that, when added together, exceeded the 10-page limit. The agency effectively waived the page limit when the evaluators chose not to remove pages in excess of the 10-page requirement in its evaluation of the offerors' IMS. Thus, the protester cannot demonstrate that it was prejudiced by the agency's waiver of the page limit because the agency treated both offerors equally in this regard. Moreover, even if the agency did not consider information in DRS's narrative, as it had for Lockheed, we find no prejudice because the protester cannot demonstrate that it would have submitted an acceptable offer if it was given an opportunity to increase its IMS page limit.

In cases where the protester argues that an agency waived a certain requirement, prejudice does not mean that, had the agency failed to waive the requirement, the awardee would have been unsuccessful. See LASEOD Group, LLC, B-405888, Jan. 10, 2012, 2012 CPD ¶ 45 at 5. Rather, the pertinent question is whether the protester would have submitted a different offer that would have had a reasonable possibility of being selected for award had it known that the requirement would be waived. Id. While the protester is correct that additional pages would have permitted it to submit an IMS that answered the agency's concerns regarding the length or duration of certain tasks (deficiencies 3, 4, 5 and 7) and provided a more detailed training schedule (deficiency 8), an increase in pages would not have enabled the protester to resolve its IMS deficiencies for delivery of spares prior to written authorization (deficiency 1)<sup>7</sup>, delivery of spares prior to the end of interim contractor support options (deficiency 2), and that builds six and seven do not occur on the same date (deficiency 6). We therefore deny this aspect of DRS' protest.<sup>8</sup>

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<sup>7</sup> While the protester did not abandon its challenge to the agency's assignment of deficiency one, our review of the record demonstrates that the agency reasonably assessed a deficiency to DRS' IMS in this regard.

<sup>8</sup> Similarly, with respect to DRS' other unequal treatment allegations, we find the protester cannot demonstrate that it was prejudiced by any potential errors in the

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In sum, we find that the agency's discussions with the protester were meaningful and not misleading. We also find that to the extent that the agency engaged in unequal treatment in its evaluation of the offerors' proposals, the protester cannot demonstrate that it was prejudiced by these errors.

The protest is denied.

Susan A. Poling  
General Counsel

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agency's evaluation. In this respect, the protester's remaining allegations focus on deficiencies assigned to its proposal for time scheduled for depot level training (deficiency eight) and delivery of build six--subtasks completed two months prior to final delivery (deficiency seven). DRS argues that, for these deficiencies, the agency did not assume that these tasks included management reserve time, as the Air Force did for Lockheed. As explained above, even if these two deficiencies were removed, there would be multiple remaining deficiencies that would preclude DRS from receiving the award. We therefore have no basis upon which to sustain the protest.