



Decision

Matter of: Data Monitor Systems, Inc.

File: B-415761

Date: March 6, 2018

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DIGEST

1. Protest challenging agency's decision to use a lowest-priced, technically-acceptable source selection scheme is denied where record reflects that, prior to issuance of the solicitation, agency officials identified and documented reasonable bases for using such an approach.
2. Protest challenging agency's decision not to employ past performance as an evaluation factor is denied where record reflects that, prior to issuance of the solicitation, agency officials identified and documented reasonable bases for using such an approach that are consistent with applicable Federal Acquisition Regulation requirements.
3. Protest alleging that the solicitation does not provide adequate information to allow offerors to compete on a common basis is denied where the solicitation provides adequate information for offerors to compete intelligently and on an equal basis.

DECISION

Data Monitor Systems, Inc., a service-disabled veteran-owned small business (SDVOSB) of Midwest City, Oklahoma, challenges the terms of solicitation No. FA4654-17-R-0007 issued by the Department of the Air Force for base operations and support services at Grissom Air Reserve Base, Indiana. The protester contends that several terms of the solicitation are unreasonable or otherwise contrary to law or regulation. Specifically the protester contends that the agency erred by: establishing a

lowest-price, technically-acceptable source selection scheme, declining to consider past performance as an evaluation factor, and failing to provide sufficient information to allow offerors to compete on a common basis.

We deny the protest.

BACKGROUND

On August 17, 2017, the agency posted a draft request for proposals (RFP) on the Federal Business Opportunities website to allow potential offerors to comment on the solicitation. Agency Report (AR), Tab 1, Contracting Officer's Statement of Facts (COSF) at 4-5. Additionally, the agency held a site visit for prospective offerors, and later released an initial RFP on October 11. Id. at 2, 5. Two rounds of questions and answers and solicitation amendments followed, resulting in the issuance of a final revised RFP on November 27. Id. at 5.

The RFP contemplates the award of a contract for assorted base operations and support services to include: supply functions, vehicle operations and maintenance, traffic management, fuel management, real property maintenance, pest control, airfield management, and weather services. See AR, Tab 3, RFP at 1-14. The functions contemplated by the RFP also include the operation and maintenance of a variety of government-furnished equipment (GFE), to include several large snow-moving vehicles. AR, Tab 8, Government-Furnished Property Listing.

The RFP is set aside for SDVOSBs, and provides for a primarily fixed-price contract, with some cost plus fixed-fee and cost reimbursable line items. See RFP at 1-14. In this regard, the RFP requires offerors to calculate their fixed prices based on a specified number of estimated labor hours, with any additional hours over and above those estimated hours to be paid on a cost-plus-fixed-fee basis. Id. at 124-125

The RFP indicates that proposals will be evaluated on the basis of two evaluation factors, technical and price, and that the lowest-priced, technically-acceptable proposal will be selected for award. RFP at 127. The acquisition plan for the procurement explains that the agency selected a lowest-priced, technically-acceptable selection scheme, rather than a price-technical tradeoff selection scheme, because the performance work statement (PWS) incorporates numerous Department of Defense (DOD) and Air Force Regulations and Instructions that provide specific mandatory guidance and procedures for contract performance, which effectively eliminate the opportunity for prospective offerors to offer unique approaches to satisfy the requirements of the acquisition. AR, Tab 12, Acquisition Plan at 3. The acquisition plan additionally notes that the acquisition was based on a known, ongoing requirement for services. Acquisition Plan at 3

Of note, the RFP does not include past performance as an evaluation factor. On September 29, 2017, the agency approved a determination and findings (D&F), which concluded that a past performance evaluation factor would not provide any significant

information for the source selection authority. Agency Report, Tab 11, D&F at 2. Specifically, the D&F noted that: (1) offerors with limited or unknown past performance cannot be evaluated favorably or unfavorably, which in a lowest-priced, technically-acceptable context compels an acceptable rating; (2) in an SDVOSB set-aside, negative assessments of past performance would necessitate a referral to the Small Business Administration (SBA) for a Certificate of Competency, and (3) past performance evaluations in recent similar contracting efforts had not provided a meaningful basis to distinguish between offerors. Id.

Additionally, as it relates to the offerors' labor rates and proposed pricing, because the procurement is for services, it is subject to the service contract labor standards set forth in the Service Contract Act, 41 U.S.C. §§ 6701-6707. The RFP incorporates Federal Acquisition Regulation (FAR) clause 52.222-41, which provides that offerors must pay non-exempt employees at least the minimum wages and fringe benefits set forth in the Department of Labor area wage determinations, and also provides standards and procedures by which the wages for any non-exempt class of employees that is omitted from the wage determination can be "conformed" to establish the applicable wage rates for those employees. See FAR § 52.222-41. After consulting with a representative of Department of Labor, the agency did not include any of the incumbent contract's conformed rates in the RFP on the basis that the conformed rates under the incumbent contract are not binding on successor contractors (including the incumbent), and the successful offeror's proposed labor categories would affect whether any conformances would be necessary, and if so, which ones. Agency Report, Tab 13, Email from Department of Labor Representative to Contracting Officer, October 27, 2017.

Proposals were due on December 4, 2017, and the instant protest was filed on December 1.

DISCUSSION

The protester contends that the RFP is defective in several respects. First, the protester contends that a lowest-priced, technically-acceptable selection scheme is inappropriate for this procurement, which includes complex and mission-critical services. Second, the protester argues that it is unreasonable not to include past performance as an evaluation factor because failing to consider past performance has led to poor results in prior contracts and the agency is inappropriately attempting to reduce its administrative burden by structuring the procurement in a way that avoids SBA review. Finally, the protester contends that the solicitation does not provide sufficient information to permit offerors to compete on a common basis in several respects.¹

¹ The protester advanced additional arguments in its pleadings. While we do not address each argument individually in this decision, we have considered all of them, and conclude that they do not provide a basis to sustain the protest.

Lowest-Priced, Technically-Acceptable Selection Scheme

The protester contends that the agency's use of a lowest-priced, technically-acceptable selection scheme, rather than a best-value tradeoff selection scheme, is inappropriate for this procurement, which involves complex and mission-critical services. Protest at 4. The protester notes that the services include complex requirements for fuel transportation and handling, issuing firearms to deploying personnel, airfield management activities, and specialized weather services. Id. at 4-7. These services, according to the protester, are not appropriately procured on a lowest-priced, technically-acceptable basis, especially in the context of a procurement that will also not consider the past performance of offerors, because there is no guarantee that any given offeror will be able to successfully execute the requirements in accordance with DOD guidance. Protest at 4; Protester's Comments at 6-7.

In response, the agency contends that the services in question are mature requirements for defined, primarily commercial services. Agency Report, Tab 2, Agency Memorandum of Law at 7. Additionally, the agency argues that, because the work must be accomplished in accordance with various Air Force Instructions and Technical Orders, the work does not lend itself to the tradeoff process because there is little room for innovation in the performance of the work. Id. Finally, the Air Force notes that it documented its findings that the best value is expected to result from the selection of the technically-acceptable proposal with the lowest price contemporaneously in its acquisition plan. Id.; Acquisition Plan at 3.

The determination of a contracting agency's needs and the best method of accommodating them are matters primarily within the agency's discretion. Crewzers Fire Crew Trans., Inc., B-402530, B-402530.2, May 17, 2010, 2010 CPD ¶ 117 at 3; G. Koprowski, B-400215, Aug. 12, 2008, 2008 CPD ¶ 159 at 3. A protester's disagreement with the agency's judgment concerning the agency's needs and how to accommodate them does not show that the agency's judgment is unreasonable. Cryo Techs., B-406003, Jan. 18, 2012, 2012 CPD ¶ 29 at 2; G. Koprowski, supra. For the reasons discussed below, we see no basis to object to the agency's decision to use a lowest-priced, technically-acceptable selection scheme in this procurement.

The record reflects that, during the process of developing the solicitation, the agency considered whether the use of a lowest-price, technically-acceptable source selection scheme was appropriate. Acquisition Plan at 3. The contracting officer determined that a tradeoff process was not justified because the requirements were well-defined and the manner of performance was largely dictated by mandatory guidance. Id. The terms of the solicitation are consistent with the reasoning found in the acquisition plan. Many of the individual elements of the PWS reference specific Air Force Instructions or other guidance; indeed, for certain PWS elements the references to the relevant guidance are the primary instructions provided to the offeror. See, e.g., AR, Tab 6, PWS at 6-7, 13-14.

Additionally, we note that many PWS elements require very specific levels of performance, and personnel with specific minimum qualifications, certifications, or credentials. For example, the PWS requires that the contractor sweep 20 percent of the airfield pavement areas each day, arrange daily sweeping so that all airfield pavements are swept no less than once a month, document each area swept daily throughout the month; the PWS additionally provides that any sweeping above 20 percent each day will be specifically requested by the Air Force under a separate contract line item. PWS at 140. As an additional example, with respect to personnel, the PWS requires that the proposed supply manager, among other requirements, have at least three years of experience working in the Air Force Supply Information Technology System within the last five years, but also requires that the offeror must submit resumes for all supply personnel demonstrating they have completed a specific Air Force skill-level qualification or have at least two years of experience working in an Air Force Material Management activity. PWS at 34. Therefore, while the PWS contemplates complex services, it provides extremely detailed minimum requirements for the performance of those services, which is consistent with the agency's view that its needs will be met by the lowest-priced, technically-acceptable offeror.

In sum, because the solicitation provides detailed and objective minimum requirements for technical acceptability, and the agency concluded that its needs would be met by those minimum requirements, we find that the agency acted within the bounds of its discretion when it decided not to use a tradeoff source selection process in this procurement. While the agency may be accepting some risk in conducting a procurement on this basis, the protester's arguments are nothing more than disagreement with the agency's judgment regarding how best to accommodate its needs. See Grant Thornton, LLP, B-408464, Sept. 25, 2013, 2013 CPD ¶ 238 at 5-7 (agency decision to use lowest-priced, technically-acceptable selection scheme unobjectionable where, among other things, the solicitation provided detailed and objective minimum requirements).

Past Performance

The protester additionally contends that the agency erred in deciding not to include past performance as an evaluation factor. Protest at 7-8. Specifically, the protester argues that the agency's decision not to consider past performance is an impermissible attempt to reduce its administrative burden by avoiding the SBA certificate of competency process. Protester's Comments at 9-10. The protester additionally contends that, contrary to the agency's assertions that past performance has not historically been a distinguishing factor in prior procurements, past performance has, in fact, been a relevant distinguishing factor in other comparable procurements, which it has identified.² Protest at 8.

² The protester additionally argues that the agency's D&F supporting its conclusion not to consider past performance is inadequate because it only considered the usefulness of a past performance assessment in the context of a lowest-priced, technically-

(continued...)

As noted above, the determination of a contracting agency's needs and the best method of accommodating them are matters primarily within the agency's discretion. Crewzers Fire Crew Trans., Inc., supra at 3; G. Koprowski, supra at 3. Likewise, a protester's disagreement with the agency's judgment concerning the agency's needs and how to accommodate them does not show that the agency's judgment is unreasonable. Cryo Techs., supra at 2; G. Koprowski, supra. In this context, the FAR provides that past performance need not be evaluated if the contracting officer documents the reason past performance is not an appropriate evaluation factor for the acquisition. FAR § 15.304(c)(3)(iii). For the reasons discussed below, we see no basis to object to the agency's decision not to consider past performance in this procurement.

In this case, consistent with the FAR's requirements, the agency executed a D&F documenting its conclusion that considering past performance would not provide any significant information for the source selection authority. D&F at 2. The D&F noted that this was the case for three reasons: (1) offerors with limited or unknown past performance cannot be evaluated favorably or unfavorably, which in a lowest-priced, technically-acceptable context compels an acceptable rating; (2) in an SDVOSB set-aside, negative assessments of past performance would necessitate a referral to the SBA for a Certificate of Competency; and (3) past performance evaluations in two recent similar contracting efforts had not provided a meaningful basis to distinguish between offerors. Id.

As a preliminary matter, our Office has consistently explained that pass/fail evaluations of capability issues, such as past performance, are tantamount to responsibility determinations, with the result that a rating of "unacceptable" in these areas is the same as a determination of non-responsibility. See, e.g., Phil Howry Co., B-291402.3, B-291402.4, Feb. 6, 2003, 2003 CPD ¶ 33. Consistent with this premise, in the context of a lowest-priced, technically-acceptable selection scheme where the contracting officer determines that a small business' past performance is not acceptable, "the matter shall be referred to the Small Business Administration for a Certificate of Competency determination." 4 FAR § 15.101-2(b)(1).

As a result, in this context, our Office has previously questioned the value of including past performance as a separate evaluation factor precisely because the past performance evaluation is ultimately reduced to a matter of the firm's responsibility,

(...continued)

acceptable evaluation scheme, rather than considering whether a comparative evaluation of past performance might provide useful information. Protester's Comments at 8-9. The protester argues that the decision to use a lowest-priced, technically-acceptable selection scheme was itself unreasonable, and therefore the D&F premised on that selection scheme is likewise unreasonable. Id. Because we concluded above that the agency's use of a lowest-priced, technically-acceptable selection scheme is reasonable, we need not address this protest ground.

which will be evaluated, in any case, after source selection. See Frontier Systems Integrators, B-298872.3, Feb. 28, 2007, 2007 CPD ¶ 46 at 7 n.4. This is particularly true given the difficulties associated with how to consider a neutral rating in the context of a pass/fail evaluation, which, as noted by the agency's D&F in this case, is the rating required for firms without any past performance record or where the record is not available. Id. (citing FAR § 15.305(a)(2)(iv)); D&F at 1-2.

In support of its position, the protester identifies two other allegedly similar contracts in which (1) a lowest-priced, technically-acceptable selection scheme was employed and (2) the Air Force terminated or modified the contracts due to alleged poor performance. Protest at 8. The protester asserts that an evaluation of past performance or a best-value tradeoff selection scheme would have prevented these allegedly undesirable outcomes, but does not provide any evidence supporting that claim or linking the evaluation criteria in those procurements to the outcomes. Id. This argument represents nothing more than a speculative attempt to substitute the protester's judgment for the agency's. The agency considered two recent base operation support procurements for air reserve bases in reaching its conclusion, and the protester has provided no evidentiary basis to question that selection. D&F at 2.

In sum, we see no basis to disturb the agency's conclusion that performing a past performance evaluation in the context of a lowest-priced, technically-acceptable procurement, which is set aside for small businesses, is essentially duplicative of the agency's responsibility determination, and the protester has provided no basis to question the agency's assessment of the historical relevance of past performance evaluations in prior base operation support procurements. We therefore see no basis to question the agency's decision not to include past performance as an evaluation factor in this procurement.

Competition on a Common Basis

The protester contends that the solicitation does not define the government's needs in a manner that permits offerors to compete on a common basis, and that the agency has impermissibly withheld information in its possession which is vital to contract performance. Protest at 8-9. Specifically, the protester contends that the agency has not: (1) provided full repair histories on several items of high-value GFE, (2) not included the protester's conformed rates from the incumbent contract in the RFP, and (3) provided erroneous or misleading estimated data with respect to labor hours. Id. at 9-14.

High Value GFE

First, the protester contends that the agency erred by not providing full repair histories on several pieces of older, yet high-value, GFE, such as snowplows and snow-blowers. Protest at 9-12. The protester argues that, due to the age and cost of this equipment and the absence of any cap on maintenance costs, an offeror will be exposed to significant risks, because the operation and maintenance of the equipment is included in

the fixed-price component of the contract. Id. Because the agency is in possession of more detailed information concerning the GFE and has not provided it, the protester contends that the agency has withheld information vital to the performance of the contract that prevents offerors from competing on a common basis. Id.

As a general rule, a solicitation must be drafted in a fashion that enables offerors to intelligently prepare their proposals and must be sufficiently free from ambiguity so that offerors may compete on a common basis. Raymond Express Int'l, B-409872.2, Nov. 6, 2014, 2014 CPD ¶ 317 at 9. Where the government possesses special knowledge not shared by the contractor, which is vital to the performance of the contract, the government has an affirmative duty to disclose such knowledge to the contractor. Martin Marietta Corp., B-259823.4, July 3, 1995, 96-1 CPD ¶ 265 at 15. However, there is no requirement that a competition be based on specifications drafted in such detail as to completely eliminate all risk or remove every uncertainty from the mind of every prospective offeror; to the contrary, an agency may provide for a competition that imposes maximum risks on the contractor and minimum burdens on the agency, provided the solicitation contains sufficient information for offerors to compete intelligently and on equal terms. Phoenix Env'tl. Design, Inc., B-411746, Oct. 14, 2015, 2015 CPD ¶ 319 at 3.

Here, the record does not support the protester's contention that the agency has omitted information vital to the performance of the contract that prevents the parties from competing on a common basis. While the RFP does not include full maintenance histories for each item of GFE, it does include estimated maintenance workload data (expressed in labor hours and in dollars) for government furnished vehicles, which includes estimated maintenance on the GFE in question. PWS at 24. Additionally, offerors were given an opportunity for a site visit and two rounds of questions to clarify any areas of doubt. COSF at 2, 5. Finally, while the RFP did not provide a firm cap on an offeror's maintenance costs, it did provide certain stop-loss or amortization provisions--provisions outlining circumstances in which the contractor's liability for repair would be limited or would result in the government replacing the GFE at the government's expense--that collectively provide some limitations on an offeror's financial risk.³ See, e.g., PWS at 16-17, 83.

While the protester argues that the risk-limiting provisions are inadequate to fully define an offeror's risk, the protester does not explain why the complete definition of such risk is vital to performance of the contract or address why the detailed estimated workload data provided in the RFP is not sufficient to allow offerors to compete on a common

³ For example, the PWS sets a one-time repair cost limit for GFE, which is derived using a formula based on the equipment's original purchase price and current age. PWS at 16-17 and Agency Report, Tab 14, Air Force Instruction 24-302, Vehicle Management, June 26, 2012 at 77. The PWS defines items as "uneconomically reparable" where, among other things, necessary repairs would cost more than that one-time repair limit. PWS at 83.

basis. Protester's Comments at 12-13. In this case, we conclude that the RFP provides adequate detail for offerors to compete intelligently and on equal terms because the detailed workload estimates, in combination with the risk-limiting provisions of the RFP, provide sufficient information to apprise potential offerors of the nature and approximate scope of the risks. See Al Raha Grp. for Tech. Servs., B-412963.3, Sept. 19, 2016, 2016 CPD ¶ 262 at 5 (no basis to object to solicitation that provided detailed information and risk-limiting provisions such that offerors were apprised of the nature and approximate scope of the risk involved). As noted above, the agency is not required to eliminate all risk or eliminate every uncertainty, and we have no basis to conclude that the agency erred in not providing more detailed information in this case. Id.

Conformed Rates

Additionally, the protester argues that failing to include the conformed wage rates from the incumbent contract in the RFP places it at a competitive disadvantage. Protest at 13-14. The protester does not argue that the absence of the wage conformances precludes it from adequately preparing its proposal; as the incumbent contractor, it knows of the prior contract's wage conformances. Id. Rather, the protester argues that the prior contract's wage conformances, although not binding on offerors, are most probably the minimum wages that the Department of Labor would approve. Protester's Comments at 14. Without being informed of the prior contract's wage conformances, other prospective offerors may underestimate the cost of those employees and underbid the protester because of their lack of knowledge. Id. In this regard, the protester relies on our decision in Instrument Control Serv., Inc.; Sci. & Mgmt. Res., Inc., B-289660, B-289660.2, Apr. 15, 2002, 2002 CPD ¶ 66, in which our Office questioned the wisdom of the agency declining to include conformed rates from an incumbent contract in a follow-on solicitation. Protest at 14.

As noted above, a solicitation must be drafted in a fashion that enables offerors to intelligently prepare their proposals and must be sufficiently free from ambiguity so that offerors may compete on a common basis. Raymond Express Int'l, supra at 9. Because a previous contract's wage conformances are not typically binding⁴ on a successor contractor (including the incumbent), our Office has concluded that a solicitation that sets adequate procedures for contractors to establish wage and fringe benefits for omitted classes of employees provides a reasonable basis for all offerors to estimate labor costs and to compete on an equal basis. Instrument Control Serv., Inc.; Sci. & Mgmt. Res., Inc., supra at 4-5. Specifically, our Office has concluded that FAR clause 52.222-41, which specifically provides procedures to enable contractors to determine appropriate wages for labor categories that are subject to the Service Contract Act but not covered by applicable wage determinations, provides adequate

⁴ The agency notes that, if there were a collective bargaining agreement in place, conformed wage rates could potentially bind successor contractors, but that is not the case here. COSF at 12.

procedures to allow for competition on an equal basis. PacOrd, Inc., B-253690, Oct. 8, 1993, 93-2 CPD ¶ 211 at 11.

While the protester is correct that our decision in Instrument Control Serv., Inc.; Sci. & Mgmt. Res., Inc., supra at 5, questioned why the agency in that case failed to include an incumbent's conformed rates in the solicitation, it did so in the context of denying a protest on that basis, noting that there was no "statutory or regulatory obligation" for the agency to do so. The solicitation in that case, like the RFP in this case, incorporated FAR clause 52.222-41, which provides adequate procedures for offerors to estimate labor costs and compete on an equal basis.⁵ See Instrument Control Serv., Inc.; Sci. & Mgmt. Res., Inc., supra at 4; RFP at 89. Because the RFP in this case incorporates the relevant FAR clause by reference, and the incumbent contract's conformed wage rates are not binding on any successor contractor (including the incumbent), we see no basis to object to the agency's decision not to include the conformed wage rates.

Labor Outside of Core Hours

Lastly, the protester contends that the agency provided erroneous or misleading estimated workload data for certain categories of labor hours. Specifically, the protester notes that, while the RFP claims that estimates of over-and-above workload outside of core hours are based on historical data, the data provided by the agency is inconsistent with the protester's own historical data. Protester's Comments at 14-15. For example, the protester notes that there are significant variances between the agency's estimates and its own most recent full year of data, which suggests the agency may have included less relevant or accurate data in its estimates. Id.

Our Bid Protest Regulations, 4 C.F.R. § 21.1(c)(4) and (f), require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. Midwest Tube Fabricators, Inc., B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3. Additionally, prejudice is an element of every viable protest. See Piquette & Howard Elec. Serv., Inc., B-408435.3, Dec. 16, 2013, 2014 CPD ¶ 8 at 10; Supreme Foodservice GmbH, B-405400.3 et al., Oct. 11, 2012, 2012 CPD ¶ 292 at 14.

As an initial matter, the protester has not successfully demonstrated that there is any error in the data provided by the agency in the RFP. Specifically, the agency notes that

⁵ While our conclusion in that case was reinforced by the fact that the agency indicated that incumbent conformed wage rates could be requested via the Freedom of Information Act, 5 U.S.C. § 552 (2000), that fact was not central to our decision because our prior decisions had already established that the procedures provided in the FAR were adequate to permit competition on an equal basis. See Instrument Control Serv., Inc.; Sci. & Mgmt. Res., Inc., supra at 4 (citing PacOrd, Inc., supra at 11).

it used historical data from the past 15 years in preparing the estimates, while the protester has only been the incumbent for the previous 5 years and drew its comparative data from those years. Contracting Officer's Statement of Facts at 13-14. Here, the different data sources could readily account for any perceived incongruities, and the protester does not address this issue. Furthermore, the protester did not provide the detailed data it possessed to demonstrate this point, instead relying on a handful of examples drawing only from its most recent year of workload data. Protester's Comments at 14-15. In our view, the protester has not demonstrated that the agency's data is erroneous or misleading.⁶

The protest is denied.

Thomas H. Armstrong
General Counsel

⁶ Even assuming, for the sake of argument, that the estimates provided by the agency were erroneous or misleading in the way described by the protester, the protester has also not demonstrated that such an error would cause it any competitive prejudice. The RFP provided that base labor hours and an estimated number of labor hours outside of core hours should be included in the offeror's fixed price, with any additional hours over and above those estimated hours to be paid on a cost-plus-fixed-fee basis. COSF at 13 (citing PWS at 52, 71, 98, 268, 287, and 306); see also RFP at 10-12. In that context, all offerors are competing on a common basis because they have been provided with the same estimated labor hours, which form the basis of their fixed-price offer. If the agency's estimates were, in the aggregate, inappropriately low, the result would be the agency paying a greater share of the labor costs on a cost-plus-fixed-fee basis, which has the effect of reducing an offeror's risk. Contrarily, if the agency's estimates were, in the aggregate, too high, the contractor would be asked to do less work than it priced into its fixed price proposal. In either case, it is unclear how allegedly erroneous estimates impose any competitive prejudice or inappropriate risk on the protester.