U.S. GOVERNMENT ACCOUNTABILITY OFFICE
441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: DCS Corporation

File: B-423820.6

Date: July 29, 2026

James Y. Boland, Esq., and Emily M. Rios, Esq., Venable LLP, for the protester.
Craig A. Holman, Esq., Thomas A. Pettit, Esq., and Roee Talmor, Esq., Arnold & Porter, Kaye, Scholer, LLP, for Amentum Services, Inc., the intervenor.
Jonathan A. Hardage, Esq., and Emily Nottingham, Esq., Department of the Army, for the agency.
Michael Willems, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Original awardee qualifies as an intervenor under 4 C.F.R. § 21.0(b)(1) in a pre-award protest challenging the scope of agency corrective action when the protest alleges that the original awardee should be excluded from the competition and that the corrective action was undertaken solely to benefit the original awardee.

2. Protest challenging scope of agency corrective action is denied where agency reasonably limited the scope of discussions and proposal revisions to address narrow issues identified during previous protests.

3. Protest challenging agency's decision not to reconsider certain portions of its previous technical evaluation during corrective action is dismissed as premature when brought prior to award during the course of corrective action.

DECISION

DCS Corporation, of Alexandria, Virginia, challenges the scope of corrective action proposed by the Department of the Army in response to DCS's prior protest of the issuance of a task order to Amentum Services, Inc., of Germantown, Maryland. The Army issued the task order to Amentum under request for proposals (RFP) RS3-24-0006 pursuant to the Responsive Strategic Sourcing for Services (RS3) multiple-award, indefinite-delivery indefinite-quantity contract (IDIQ) for the procurement of systems engineering and technical assistance support services. The protester alleges that the agency's proposed corrective action is inadequate because it is improperly tailored to benefit Amentum, and impermissibly ignores previously raised protest grounds.

We dismiss the protest in part and deny it in part.

BACKGROUND

On August 14, 2024, the agency issued the RFP to holders of the RS3 IDIQ contract seeking the following areas of support services: engineering; quality assurance and test; acquisition; business management; logistics and fielding; operations; and administrative. Memorandum of Law (MOL) at 4; Agency Report (AR), Tab 10, RFP at 1. The RFP was amended three times, and contemplated the issuance of a single task order on the basis of a best-value tradeoff. RFP at 35-36. Specifically, the RFP identified three factors: (1) technical; (2) cost/price; and (3) small business participation. *Id.* The technical factor was also divided into three subfactors: (1) staffing and management approach; (2) oral presentation; and (3) key personnel and resumes. *Id.*

The RFP contemplated a multi-phased evaluation approach. RFP at 37. In Phase I, offerors would submit proposals responding to the staffing and management approach technical subfactor, and the agency would then invite offerors likely to be successful to Phase II. *Id.* In Phase II, offerors would conduct oral presentations, and then the agency would invite offerors likely to be successful to participate in Phase III. *Id.* In Phase III, offerors would submit written proposals addressing the remaining evaluation factors. *Id.* The RFP explained that the small business participation factor and the key personnel and resumes subfactor would be evaluated on an acceptable/unacceptable basis. RFP at 35-36. The best-value tradeoff would be made on the basis of a tradeoff between the comparative technical aspects of the proposals and cost/price with the technical being significantly more important than price. *Id.*

Relevant to this protest, the RFP explained that, to be rated acceptable under the small business participation factor, an offeror must propose that at least 28 percent of its total proposed labor cost would be performed by small businesses. *Id.* at 33. In addition, the RFP provided a list of "other Command goals" for small business subcontracting that identified percentages of labor hours for various small business categories. *Id.* However, the RFP did not explain how the other command goals would be evaluated--for example, the RFP defined an "acceptable" small business participation proposal as one that meets the minimum 28 percent requirement, but makes no mention of the other command goals. *Id.* at 41-42. Additionally, the RFP did not explain how the agency would verify each offeror's small business participation (*e.g.* what parts of labor costs would be considered when computing the percentages), nor did it put offerors on notice that the agency would evaluate the small business participation plans for consistency with other proposal elements.

The agency initially received 8 timely Phase I proposals. MOL at 6-7. Two of those offerors were not invited to participate in Phase II, and two other offerors received Phase II invitations but elected to withdraw from the competition. *Id.* Four offerors, including DCS and Amentum, proceeded to Phase II and made oral presentations in December of 2024. *Id.* at 7. All four offerors still in the competition were invited to participate in Phase III, and all four submitted written proposals. *Id.* The agency evaluated the proposals and concluded that both DCS and Amentum submitted acceptable small business participation proposals, but that both of the other offerors' small business participation proposals were unacceptable. MOL at 8. On July 11, 2025, the agency made award to Amentum at a total evaluated price of $251,658,252 because Amentum's proposal was both higher technically rated and lower priced (by approximately six percent) as compared to DCS's proposal.[1] *Id.*

Following debriefings, on August 12, both DCS and another disappointed offeror, MAG DS Corporation d/b/a MAG Aerospace (MAG), filed protests with our Office. The agency took corrective action in response to these protests, and we dismissed those protests on September 4, 2025. *MAG DS Corp. d/b/a MAG Aerospace*, B-423820.1, Sept. 4, 2025 (unpublished decision); *DCS Corp.*, B-423820.2, Sept. 4, 2025 (unpublished decision). The agency conducted a new best-value tradeoff and again made award to Amentum on January 5, 2026. MOL at 8-9. On January 27, both DCS and MAG again filed protests of the award with our Office. Relevant here, MAG's protest alleged that the agency's small business participation evaluation was unreasonable because the solicitation did not state that the small business other command goals were mandatory, or, at minimum, represented a latent ambiguity. AR, Tab 44, B-423820.3 MAG's Protest at 14-22. DCS's protest did not challenge its small business participation evaluation, but rather challenged various aspects of the technical and cost/price evaluation, along with the agency's conduct of its prior corrective action. *See* B-423820.4, DCS's Protest *generally*.

The agency filed an agency report responding to these protests, and DCS filed a supplemental protest in response. Of note, DCS's supplemental protest alleged for the first time that the agency was required to reject Amentum's proposal because its small business participation volume should have been found to be technically unacceptable because Amentum's small business participation volume and cost/price volumes were materially inconsistent. AR, Tab 37, Notice of Corrective Action Memorandum at 1-2. Specifically, the protester alleged that one of the Amentum's purported small business subcontractors that Amentum identified by name in its cost/price volume was, in fact, a large business and therefore should not have been counted towards meeting the small business subcontracting goal. *Id.* This fact was established by consulting extrinsic information about that subcontractor not included in Amentum's proposal, and the agency was not previously aware of this information. *Id.* The agency elected to again take voluntary corrective action in response to this new protest ground. *Id.* The agency represented that it would re-open interchanges with the four offerors that were included

[1] The anticipated value of this procurement exceeds $35 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of a task order under multiple-award IDIQ contracts awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

in Phase III, request final proposal revisions, re-evaluate proposal revisions received, and conduct a new best-value tradeoff analysis and render a new source selection decision. *Id.* at 2-3. Based on this proposed corrective action, we dismissed the protests as academic. *MAG DS Corp. d/b/a MAG Aerospace*, B-423820.3, Mar. 24, 2026 (unpublished decision); *DCS Corp.*, B-423820.4, B-423820.5, Mar. 24, 2026 (unpublished decision);

On April 26, the agency issued a fourth amendment to the RFP revising the instructions and evaluation criteria for the small business participation subfactor. AR, Tab 25b, RFP Amendment 0004. Among other things, the amendment made it clear what role the other command goals would play in the evaluation of the factor, explaining that the overall 28 percent small business utilization goal remained mandatory but that the other command goals were not mandatory, although offerors were required to provide a narrative rationale for any other goals that were not met. *Id.* at 32-33. Additionally, the amendment explained in detail how the agency would verify small business participation proposals, for example, by evaluating them against each offeror's cost/price proposals, verifying percentages, and defining how labor costs would be computed including which cost elements would be excluded. *Id.* The agency's notice accompanying the amendment permitted offerors to submit revised proposals limited to their small business participation, cost/price, key personnel, and organizational conflict of interest proposal volumes. *See* AR, Tab 25a, Email from Contracting Officer to DCS, Apr. 20, 2026. The agency specifically did not elect to permit offerors to conduct new oral presentations because the agency concluded that this would undermine the purpose of the presentations, which were intended to simulate how each offeror would respond to real-life situations with limited time to prepare. AR, Tab 38, Contracting Officer's Memorandum for the Record at 8-9.

Following the issuance of the amendment, DCS requested that the agency reconsider and permit offerors to amend their technical proposals, including their oral presentations. The agency denied this request, and this protest followed.

DISCUSSION

DCS's principal argument is that the current course of corrective action is not tailored to address an agency error, but rather solely to benefit Amentum and allow it to remain the awardee. Protest at 11-16. DCS contends that, in addition to being aimed at an improper purpose, the corrective action is facially unfair because it permits Amentum to enhance its proposal and improve its competitive posture, but not DCS, which is impermissible unequal treatment. *Id.* DCS also argues that the corrective action is improper because it does not address all of the protester's prior protest grounds regarding the technical evaluation and the conduct of interchanges, which the protester contends are meritorious. *Id.* at 16-20. We address these arguments below.[2]

Procedural Matters

Requests to Intervene

As a preliminary matter, two firms sought to intervene in this pre-award protest: Amentum, the awardee prior to the agency's corrective action; and MAG, another offeror that previously protested the agency's prior awards to Amentum.

Our decisions have made clear that admitting intervenors in pre-award protests, such as this one, is the exception, not the rule. *Peraton Inc.*, B-416916.5, B-416916.7, Apr. 13, 2020, at 3-4. Our Office has admitted intervenors in a pre-award context only where the intervenor was effectively the only other offeror or apparent awardee, or where a protester has specifically urged the agency to exclude the intervenor from the competition. *See, e.g., Vistronix, LLC*, B-416916.2, July 29, 2019. In these decisions, the underlying circumstances clearly established that the intervenor appeared to have a substantial prospect of receiving award if the protest was denied, or that the intervenor's participation was otherwise necessary for the fair resolution of the protest before us. *See* 4 C.F.R. § 21.0(b)(1); *XYZ Corp.*, B-413243.2, Oct. 18, 2016, at 1, 3.

Concerning Amentum's request to intervene, we note that the protest specifically requests that the corrective action be altered such that Amentum would be excluded from the competition, and alleges that the corrective action is tailored solely to Amentum's benefit. *See, e.g.*, Protest at 19. Additionally, Amentum was the prior awardee in this procurement through two separate award decisions. Those factors collectively weigh in favor of concluding that Amentum has a substantial prospect of receiving award if the protest is denied, and that its participation would be necessary to fairly resolve the protest before us. Accordingly, we permitted Amentum to intervene in this case. *See* 4 C.F.R. § 21.0(b)(1).

By contrast, MAG could show no similar facts supporting its own intervention. Rather, MAG's principal argument was that it is also competing in the procurement and previously protested the procurement. However, while these facts arguably established that MAG was an interested party to file its own protest of the agency's corrective action, our Regulations define "intervenor" and "interested party" differently--that is, a firm may be an interested party to protest a procurement action, but nonetheless not be eligible to intervene in a separate protest of the same procurement. *Compare* 4 C.F.R. § 21.0(b)(1) *with* 4 C.F.R. § 21.0(a)(1). MAG did not meet the standard for intervention

---

[2] The protester raises additional arguments not addressed in this decision. We have reviewed the other arguments and conclude that none of them provide a basis on which to sustain the protest

established in our Regulations and decisions, and accordingly, we denied MAG's request to intervene.

Timeliness

Additionally, before turning to the merits of the protester's challenges, we must address whether the protester's allegations are timely, or are premature at this juncture. The protester argues that the agency's corrective action is flawed, among other reasons, because it fails to address prior errors in the evaluation of proposals and the prior conduct of interchanges that the protester raised in their prior protest. Protest at 16-20. In response, the agency contends, principally, that these arguments are premature, but also contests them on the merits. MOL at 34-43.

Our prior decisions have considered the timing of protests challenging the propriety of an agency's proposed corrective action. In doing so, in those instances where the agency's proposed corrective action alters or fails to alter the ground rules for the competition, we have considered a protester's challenge of such to be analogous to a challenge to the terms of a solicitation, thus providing the basis for protest prior to award. *Domain Name Alliance Registry*, B-310803.2, Aug. 18, 2008, at 7-8; *Northrop Grumman Info. Tech., Inc.*, B-400134.10, Aug. 18, 2009, at 10; see 4 C.F.R. §21.2(a)(1). However, in those instances where the agency's proposed corrective action does not alter the ground rules for the competition, we have considered a protester's preaward challenge to be premature. *360 IT Integrated Solutions; VariQ Corp.*, B-414650.19 *et al.*, Oct. 15, 2018, at 10; *SOS Int'l, Ltd.*, B-407778.2, Jan. 9, 2013, at 2.

In this regard, our decisions have specifically concluded that an agency's decisions concerning the scope of discussions in corrective action are analogous to a challenge to the terms of a solicitation and must be challenged prior to award. *Domain Name Alliance Registry*, *supra* at 8 n.7. By contrast, we have concluded that an agency's decision not to reexamine aspects of a prior evaluation as part of its corrective action does not implicate the ground rules of the competition, and such a challenge is analogous to a post-award evaluation challenge that is premature when brought prior to award. *See Quotient, Inc.*, B-416473.4, B-416473.5, Mar. 12, 2019, at 5.

For that reason, we concur with the agency in part. Specifically, the protester's challenges to the agency's prior evaluation, and to the agency's decision not to revisit that evaluation as part of the corrective action, are premature at this time as this aspect of the corrective action does not alter the terms of the solicitation or the ground rules of the competition. Moreover, the agency is in the process of making a new award decision that could render any protest of that prior evaluation academic. Accordingly, those arguments are dismissed as premature. To the extent that the protester is dissatisfied with the results of the agency's reevaluation and subsequent award decision, it may file a protest in accordance with our Bid Protest Regulations asserting such allegations.

By contrast, the protester's challenge to the agency's decision to limit interchanges and proposal amendments to the small business participation volume and the cost/price volume is timely brought prior to the agency's award decision as the scope and conduct of discussions in corrective action implicates the ground rules of the competition. *Domain Name Alliance Registry*, *supra* at 8 n.7. Likewise, the protester's prior argument that the agency was required to conduct interchanges concerning its oral presentation is likewise timely, because the agency has made it clear that it does not intend to conduct interchanges regarding that aspect of proposals. We address the merits of these arguments below.

Scope of Corrective Action

Turning to the merits, the protester challenges the agency's decision to limit the scope of corrective action to reopening discussions solely concerning the small business participation and cost/price volumes. Protest at 11-16. Specifically, the protester argues that this corrective action is impermissibly and unfairly tailored to permit Amentum, and Amentum only, to improve its competitive posture. Protest at 11-16. The protester also argues that the agency unreasonably failed to conduct interchanges with the protester concerning its Scenario 2 oral presentation to permit the protester to remedy "significant weaknesses" in its proposal, and so the agency failed to conduct equal or meaningful discussions previously. Protest at 14, 18.

Concerning the protester's first argument, the agency contends that the corrective action is not specifically tailored to benefit any offeror, but rather is focused on the procurement error that caused the agency to take corrective action. MOL at 21. Specifically, prior protests made it obvious to the agency that there were errors in the evaluation of the small business participation factor, and that the small business participation requirements of the solicitation were not clear. MOL at 21-24. Indeed, in addition to the flaw in Amentum's proposal raised in the protester's previous protest, two other offerors that are not parties to this protest were also excluded from the competition solely because their small business participation volumes were non-compliant. *Id.* The agency's proposed corrective action will permit not only Amentum but also those two excluded offerors to revise their small business participation volumes and reenter the competition. *Id.* The agency also emphasizes that all offerors, including the protester, are receiving an opportunity to amend their cost/price proposals and improve their competitive standing. *Id.*

In response the protester argues, in effect, that the agency's justifications are pretextual and that various evidence suggests that the agency's true intent in pursuing this course of corrective action is to benefit Amentum. Comments at 4-18. In this regard, the protester notes that a few days prior to the issuance of RFP Amendment 0004, the protester received an internal agency email in which a technical evaluator for this procurement said concerning an employee working on the protester's incumbent contract that "once we have the SETA [Systems Engineering and Technical Assistance] protest out of the way, this position will transition to the SETA contract with Amentum." Protest at 7 (*citing* Protest, exh. 7, Email from Technical Evaluator of April 16, 2026).

The protester contends that this was evidence of an inappropriate intent to steer the new award to Amentum, or, at minimum, evidence that the agency believed the award was, in effect, already made to Amentum. Comments at 16-18.

Additionally, the protester argues that the agency concedes that it was only motivated to take this corrective action once it realized that only DCS would be eligible for award. *Id.* at 4-14. Further, the protester notes that the agency vigorously defended against prior protests arguing that the small business participation requirements of the RFP were unclear until the moment it became clear that Amentum's proposal could be disqualified, at which point the agency suddenly reversed positions. *Id.* at 14-16.

In responding to discussions,[3] offerors may generally revise any aspect of their proposals as they see fit--including aspects that were not the subject of discussions. *Rel-Tek Sys. & Design, Inc.--Modification of Remedy*, B-280463.7, July 1, 1999, at 3. However, where, as here, an agency is conducting discussions as part of a course of corrective action, the agency may reasonably decide to limit the revisions offerors may make to their proposals. *Id.* Contracting officers in negotiated procurements have broad discretion to take corrective action where the agency determines that such action is necessary to ensure a fair and impartial competition. *Northrop Grumman Sys. Corp.*, B-410990.3, Oct. 5, 2015, at 8. The details of a corrective action are within the sound discretion and judgment of the contracting agency, and we will not object to any particular corrective action, so long as it is appropriate to remedy the concern that caused the agency to take corrective action. *MSC Indus. Direct Co., Inc.*, B-411533.2, B-411533.4, Oct. 9, 2015, at 5.

Here, the agency's corrective action, on its face, does not appear to be tailored to benefit any specific offeror or towards any improper purpose. Rather, the corrective action appears tailored to significantly increase competition by permitting Amentum and two other offerors, all of whom would be excluded from the competition for similar reasons, to remedy faults in their proposals and compete for the requirement. Additionally, the corrective action permits all offerors, including the protester, to improve their competitive posture by amending their cost/price proposals without restriction. The corrective action, considered on its own terms, does not appear tailored to benefit any specific offeror, but rather appears reasonably tailored to remedy the procurement flaw that caused the agency to take corrective action--that the RFP's small business

---

[3] The agency conducted this procurement under Federal Acquisition Regulation (FAR) part 16. The regulations concerning discussions under FAR part 15 do not, as a general rule, govern exchanges with offerors occurring in task and delivery order competitions conducted under FAR part 16. *Hurricane Consulting, Inc.*, B-404619 *et al.*, Mar. 17, 2011, at 6. In this regard, FAR 16.505 does not establish specific requirements regarding the conduct of exchanges in a task order competition; however exchanges in that context must be fair and not misleading, and our Office generally will look to the standards of FAR part 15 when considering whether such exchanges were fair and reasonable. *CGI Fed. Inc.*, B-403570 *et al.*, Nov. 5, 2010, at 9.

participation terms were potentially ambiguous and that the agency's small business participation evaluation was unreasonable. For these reasons, we cannot conclude that the agency's corrective action is facially objectionable.

However, the protester also, in effect, alleges bad faith or bias, contending that the corrective action was undertaken for improper reasons to specifically improve Amentum's competitive standing or to avoid making an award to DCS. Our decisions have consistently explained that government officials are presumed to act in good faith, and a contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof; our Office will not attribute unfair or prejudicial motives to procurement officials based upon mere inference, supposition, or unsupported speculation. *Lawson Envtl. Servs., LLC*, B-416892, B-416892.2, Jan. 8, 2019, at 5 n.5. The burden of establishing bad faith is a heavy one. *Id.* A protester must present facts reasonably indicating, beyond mere inference and suspicion, that the agency acted with specific and malicious intent to harm the protester. *Id.* The protester's allegations do not meet this high bar.

Concerning the agency email, the AR includes a sworn declaration from the technical evaluator who sent the email explaining that the quoted statement represents a misstatement made in haste, and did not indicate any prior knowledge of an agency award decision or of the agency's proposed course of corrective action. AR, Tab 40, Statement of Technical Evaluator at 1-2. More significantly, the sworn statement and other statements in the record represent that, while the individual in question was previously involved in the evaluation of proposals, the individual was not the contracting officer and was not involved in drafting or approving the current corrective action. *Id.* While the quoted portion of the email is suggestive, it is simply not sufficient to establish bias or bad faith in light of the other facts in the record. *See, e.g.*, *Peraton Inc.*, B-416916.5, B-416916.7, Apr. 13, 2020 (concluding mildly derogatory agency email was not sufficient to establish bias or bad faith).

With regard to the protester's arguments that the agency conceded that it took corrective action only once it knew that DCS would be the only eligible offer, and that the agency's current stance on the clarity of the small business participation instructions is not reconcilable with their prior litigation positions we are equally unpersuaded.

Preliminarily, the protester significantly misrepresents the agency's position. While the protester is correct that the agency expressed concern that if it disqualified Amentum, DCS would be the only remaining offeror, the agency contemporaneously provided unobjectionable reasons for that concern. *See* AR, Tab 37, Notice of Corrective Action at 2-3. Specifically, the agency explained that it was concerned that it would likely not receive the best value because it had, in effect, disqualified three otherwise capable offerors based on a potential misunderstanding of the agency's requirements, leaving only DCS, whose proposal, at that point, was higher-priced and lower-technically-rated than Amentum's proposal. *Id.* That is, the agency was not expressing bias against DCS, but rather concern that, in the absence of corrective action, the agency would not likely receive the best value because 3 of 4 competitive offerors had been disqualified due, in part, to ambiguous solicitation requirements.

Likewise, we are unpersuaded by the protester's arguments concerning the conflict between the agency's prior litigation position and current stance. Preliminarily, we note that agencies routinely take corrective action after defending protest grounds on the merits, either because the agency concludes that the public interest would be served by taking corrective action regardless of the underlying merit of the protest ground or because sometimes wisdom comes late. Our decisions have repeatedly concluded that an agency's decision to take corrective action is not a concession that a protest ground has merit. *See, e.g., American Sys. Corp.*, B-412501.2, B-412501.3, Mar. 18, 2016, at 5 n.6 ("It is also not necessary for an agency to conclude that the protest is certain to be sustained before it may take corrective action; where the agency has a reasonable concern that there were errors in the procurement, even if the protest could be denied, we view it as within the agency's discretion to take corrective action."). Accordingly, an agency's prior litigation position that a protest ground is not meritorious is not generally meaningful evidence that an agency's subsequent decision to take corrective action is a product of bad faith or bias.

Moreover, while the protester is correct that the agency initially argued that the solicitation was unambiguous, the agency's decision to pivot and resolve the issue does not appear to be motivated by bias. Rather it can be more readily explained by the fact that the scope of the problem changed. Initially two of the four offerors had been excluded due to their small business participation volumes--one offeror was excluded because of an alleged ambiguity in the solicitation, while the other was excluded because it did not meet the solicitation's requirements. At that point, there were still two competing offerors in the competition. Following DCS's prior protest, it became clear that, in the absence of corrective action, all offerors but DCS would be excluded from the competition, not because of any lack of technical capability, but solely for reasons related to the agency's small business participation evaluation. This reasonably changed the calculus for the agency. That is, the agency credibly represents that its change in position is a result of the fact that the scope of competition shrank from two offerors to one, and that three of four competitive offerors were all excluded as a result of the same arguably ambiguous portion of the solicitation. This is a reasonable explanation and is not evidence of bias or bad faith against DCS.

In sum, the agency's corrective action appears reasonably tailored to the concern that led it to take corrective action, and the protester has not met its burden of demonstrating that the corrective action was undertaken as a result of bias or bad faith.

Turning to the protester's second argument, the protester also contends that the agency erred initially by not conducting interchanges concerning the protester's Scenario 2 presentation, and now errs again by refusing to reopen interchanges concerning oral presentations as part of the current corrective action. Specifically, the protester argues that it was not provided with an opportunity to address significant weaknesses that the agency identified in its Scenario 2 presentation: (1) the protester's presentation lacked fluency and clarity; and (2) the protester did not demonstrate understanding regarding the rationale concerning the role that certain specialists will play in performance of the requirements.

The agency contends that it is under no obligation to reopen interchanges with offerors concerning their oral presentations and that to do so in this case would effectively defeat the purpose of the presentations, which were designed to demonstrate the offeror's ability to respond in a pressure-filled situation. MOL at 41. Further, the agency notes that it did not identify any weaknesses in the protester's proposal or presentation. *Id.* at 7. Rather, the faults the protester refers to were part of the agency's rationale for assigning the protester the second-highest rating rather than the highest rating, which the RFP reserved for presentations that showed outstanding communication. *Id.* at 41. The agency argues that the protester is essentially seeking a "do-over" so that it might achieve the highest possible rating, but that was not an opportunity afforded to any other offeror. *Id.* at 15, 41.

Further, while the agency did not conduct interchanges with DCS concerning its Scenario 2 presentation, the record reflects that the agency conducted interchanges with DCS concerning its Scenario 1 presentation to resolve agency concerns, and DCS contemporaneously addressed those concerns. *See* AR, Tab 34, Final Task Order Decision Document at 17-18. By contrast, the agency notes that it did not conduct any interchanges with Amentum concerning either its Scenario 1 or Scenario 2 oral presentations. *Id.* at 16. For this reason, the agency contends that the protester cannot argue that the interchanges were in some way unequal or unfair. MOL at 41-42.

In this regard, when an agency engages in discussions with an offeror in a task order procurement, the discussions must be meaningful, that is, they must lead the offeror into the areas of its proposal that require correction or amplification. *See*, *e.g.*, *Sabre Sys., Inc.*, B-402040.2, B-402040.3, June 1, 2010, at 6 (explaining, in the context of a task order procurement, that discussions must be meaningful). That is, discussions may not mislead offerors and must identify 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 receiving award. *Lockheed Martin Corp.*, B-293679 *et al.*, May 27, 2004, at 7. There is no requirement, however, that discussions be all encompassing or extremely specific in describing the extent of the agency's concerns; agencies need only lead offerors into the areas of their proposals that require amplification. *Management Scis. for Health*, B-416041, B-416041.2, May 25, 2018, at 9; *Professional Performance Dev. Group, Inc.*, B-279561.2 *et al.*, July 6, 1998, at 5.

We concur with the agency. While the protester misleadingly contends throughout its protest and comments that the agency was obligated to conduct interchanges concerning the protester's Scenario 2 presentation because the protester was not permitted to address significant weaknesses in its presentation, the record confirms the agency's representation that the protester's presentation--and, indeed, its proposal as a whole--was not assigned any weaknesses, whether significant or otherwise. *See* AR, Tab 34, Final Task Order Decision Document at 9-10, 16-18, 28-33. While the agency found that some areas of the protester's presentation did not exceed the agency's requirements, these aspects were consistently adduced to explain why that aspect of the protester's proposal or presentation did not merit a strength or the highest possible rating. *Id.* The evaluation was clear throughout that the protester's proposal and presentation met the requirements of the solicitation, but did not, in some cases, rise to the level necessary for the highest ratings. *Id.* As noted above, there is no requirement that discussions be all encompassing or extremely specific in describing the extent of the agency's concerns, they merely need to address significant weaknesses or deficiencies--of which the protester had none. *Management Scis. for Health*, *supra*; *see also PAE-Parsons Global Logistics Servs., LLC--Advisory Opinion*, B-417506.13, Oct. 18, 2019, at 10-11 n.7 ("readily dispens[ing]" with allegation that the agency failed to engage in meaningful discussions where the agency did not fail to raise significant weaknesses, but, rather, did not address the reasons "why an outstanding rating was not warranted"). For this reason, we see no merit in the protester's argument concerning the scope of discussions in corrective action.

The protest is dismissed in part and denied in part.

Edda Emmanuelli Perez
General Counsel