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Comptroller General
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United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Beechcraft Defense Company, LLC

File: B-406170.2; B-406170.3; B-406170.4

Date: June 13, 2013

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DIGEST

1. Protest that agency applied more stringent requirements and unstated criteria to the evaluation of protester's proposal is denied where the record reflects that the agency's evaluation of the protester's proposal was consistent with the terms of the solicitation.

2. Protest that agency unreasonably evaluated the awardee's proposal by relaxing or waiving solicitation requirements is denied where the record reflects that the agency's evaluation of the awardee's proposal was consistent with the terms of the solicitation.

3. Protest that agency engaged in unequal treatment regarding the evaluation of certain technical areas is denied where the offerors' proposals did not present similar approaches or data in the challenged evaluation areas.

4. Agency's selection of a lower-risk, higher-priced proposal for award instead of a higher-risk, lower-priced proposal is unobjectionable, where the agency's tradeoff

decision adequately documented the rationale for the tradeoff made, and is reasonably based in the evaluation record.

DECISION

Beechcraft Defense Company, LLC, of Wichita, Kansas, protests the award of a contract to Sierra Nevada Corporation, Inc., of Sparks, Nevada, by the Department of the Air Force, Air Force Materiel Command, under request for proposals (RFP) No. FA8637-10-R-6000, for light air support (LAS) aircraft. Beechcraft challenges the agency's evaluation of its own proposal, as well as the evaluation of Sierra Nevada's proposal, and the agency's best value tradeoff decision.

We deny the protest.

BACKGROUND

Original RFP and Award

The Air Force originally issued this solicitation on October 29, 2010, for the acquisition of non-developmental, production-ready, turboprop LAS aircraft to establish air combat capabilities for the Afghanistan Air Force. Beechcraft and Sierra Nevada were the only firms to submit proposals. In response to the RFP, Beechcraft proposed the AT-6C, a newly-developed LAS aircraft derived from Beechcraft's significantly lighter-weight T-6A, T-6B, and T-6C, (hereafter "T-6") family of flight trainer aircraft, which have been widely used as an Air Force flight trainer for over twelve years. In this regard, Beechcraft's proposed AT-6C aircraft has a "maximum gross take-off weight" of 10,000 pounds, whereas the various versions of Beechcraft's T-6 aircraft from which the AT-6C was developed, have maximum take-off weights ranging between 6,500 and 6,950 pounds. Sierra Nevada proposed the previously developed A-29 LAS aircraft, which features a maximum take-off weight of 11,880 pounds. The A-29 LAS aircraft is manufactured by Sierra Nevada's subcontractor, Embraer S.A., and has been in use by the Brazilian Air Force, as well as other nations' air forces, since 2003.

On November 1, 2011, the Air Force issued a memorandum excluding Beechcraft from the competitive range, and informing it that its proposal was considered technically unacceptable. Beechcraft did not timely receive the memorandum, sent via mail to an allegedly incorrect address. When Beechcraft learned that its proposal had been eliminated it requested a debriefing, however, the Air Force refused the debriefing request as untimely. Additionally, Beechcraft challenged its exclusion in a bid protest filed with this office, which was also found untimely. Beechcraft then filed its bid protest with the U.S. Court of Federal Claims on December 27. At this time, Beechcraft also learned that the Air Force had made an award to Sierra Nevada.

During the bid protest at the Court of Federal Claims, the Air Force reviewed the procurement record and became concerned about the evaluation process, finding evidence of disparate treatment and an evaluation process that was inconsistent with the RFP. Accordingly, the Air Force filed a Notice of Intent to Take Corrective action and terminated Sierra Nevada's contract on March 2, 2012. The case at the Court was ultimately dismissed on May 7.

Following the termination of the LAS award to Sierra Nevada, the Air Force amended the original solicitation and invited Beechcraft and Sierra Nevada to submit new proposals. The Air Force also formed a new evaluation team that was instructed not to consider any information from the original proposals or evaluation. The Air Force held separate meetings with Beechcraft and Sierra Nevada to discuss the revised RFP, and subsequently issued three amendments, concluding with the issuance of amendment 10 on May 30.

On June 12, Sierra Nevada, at the Court of Federal Claims, challenged the Air Force's corrective action seeking, in effect, to reinstate the initial contract. The Court held that the corrective action was not unreasonable, and allowed the procurement to proceed. Sierra Nevada Corp. v. United States, 107 Fed. Cl. 735 (2012)

Current Amended RFP

The amended RFP anticipated the award of a single indefinite-delivery/indefinite quantity fixed-price contract, and an initial delivery order of 20 LAS aircraft for delivery to Afghanistan (two aircraft every month beginning July 31, 2014 through April 2015), with the potential for additional delivery orders up to 5 years after contract award. RFP at 659. The maximum contract ceiling, including all delivery orders, is $950 million. Id.

Award Criteria and Requirements

As amended, the RFP provided for a best value award based on an "integrated assessment of the following factors: Mission Capability, Past Performance, and Price." Id. at 1015. The factors were listed "in descending order of importance with Mission Capability being substantially more important than Past Performance or Price." Id. at 1016. The RFP advised that the non-price factors, when combined, were significantly more important than price. The RFP also stated that a higher-rated, higher-priced offeror could be selected for award "where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical superiority or superior past performance of the higher price offeror outweighs the price difference." Id.

The most important evaluation factor, Mission Capability, was comprised of five subfactors:

Subfactor 1.1: Aircraft Technical Requirements
Subfactor 1.2: LAS Aircraft Interim Contractor Support (ICS)
Subfactor 1.3: Program Management
Subfactor 1.4: Ground Training Devices
Subfactor 1.5: Air Advisor Training

Id. at 1019. The RFP also specified that the evaluation of the mission capability factor and subfactors would be comprised of "two distinct but related assessments: the Mission Capability Technical Rating . . . and the Mission Capability Risk Rating," which were of equal importance. Id. at 1019. According to the RFP, the mission capability technical rating would "Depict[] how well the offeror's proposal meets the Mission Capability subfactor requirements," while the mission capability risk rating would be an "assessment of the potential for disruption of schedule, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance."[1] Id. at 1020, 1025.

The relevant technical criteria for the mission capability evaluation were set forth in the RFP's System Requirements Document (SRD), which "establish[ed] the functional, performance, and verification requirements and the objectives for a LAS aircraft." Id. at 711. Offerors were to "describe in detail" how their proposed aircraft met all SRD threshold and proposed objective requirements. In this regard, the threshold requirements referred to the minimum requirements of the SRD, while the "objective requirements" reflected additional features and capabilities that the Air Force desired from a LAS candidate aircraft.

[1] The RFP specified that for the mission capability technical rating, four of the five mission capability subfactors--subfactors 1.2 through 1.5--would be rated on a color/adjectival scale of green (acceptable), yellow (marginal), and red (unacceptable). For the remaining subfactor--subfactor 1.1--an additional rating of blue (exceptional) was available. In this regard, the RFP explained that subfactor 1.1 was "the only subfactor to which a strength or strengths may be assigned and that may receive a Blue (Exceptional) color rating." Id. at 1020. The RFP also further limited the assignment of strengths to seven specific objectives, and provided that "strengths will be assigned only when the offeror's proposed aircraft and corresponding contractual documents meet or exceed one or more of these seven objectives in a way beneficial to the Government." Id. With regard to the mission capability risk rating, the RFP provided that proposals would be assigned evaluation ratings of low, moderate, high, or unacceptable.

The RFP established that the mission capability, aircraft technical requirements subfactor, could be met in one of two ways. First, the subfactor could be met by proposing a fully compliant aircraft. Specifically, where the proposal evidences that:

> (1) the aircraft, in the specific configuration proposed meets all LAS SRD requirements (including objective requirements proposed to be met) . . . The proposed aircraft shall require no additional modification, shall be production ready and shall hold a recognized airworthiness authority certification allowing all standard LAS combat mission and SRD requirements, including objective requirements proposed to be met.

Id. at 1021-1022.

Alternatively, an offeror could submit its plan for meeting or exceeding the SRD requirements where the offeror's proposed aircraft does not currently meet one or more LAS SRD requirements, or if the proposed aircraft does not currently hold a recognized airworthiness certificate allowing all standard LAS combat mission and SRD requirements to be met. Id. According to the RFP, any plan for meeting or exceeding the SRD requirements had to, at a minimum, meet three prongs:

> (1) demonstrate a comprehensive, technically sound, realistic and reasonable approach for the aircraft to meet all LAS SRD requirements . . . in the proposed configuration;
> (2) ensure achievement of First Article Test (FAT) as stated in [the Solicitation's FAT] paragraph; and
> (3) allow achievement of USAF Airworthiness Military Type Certification (MTC) prior to Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA).

Id.

As neither Beechcraft's AT-6C nor Sierra Nevada's A-29 aircraft held a recognized airworthiness certificate covering LAS combat missions and all SRD requirements, both offerors' proposals followed the second route to meeting the RFP requirements, and submitted their plans for meeting or exceeding the SRD requirements.

With respect to the third prong, achieving USAF Airworthiness, MTC, SRD 3.1.2.2 "U.S. Mentor Operations," required that "the aircraft shall be USAF Military Type Certified to allow U.S. mentor pilot operations." Id. at 713. Concerning the timing of the MTC, as noted above, the RFP provided that delivery of the LAS aircraft was required to begin by July 31, 2014 (based on an assumed award date of January 10, 2013). LAS Flight Certification to USAF MTC Standards had to be achieved no later than 90 days prior to "Functional Configuration Audit (FCA)/Physical

Configuration Audit (PCA)", Id. at 672-673, each of which had to be achieved "at least 30 days prior" to the first aircraft delivery. Id. at 752. This meant that USAF MTC had to be achieved within fourteen months of contract award; FCA/PCA had to be achieved within seventeen months of contract award and delivery of the LAS aircraft had to commence within eighteen months of contract award.

As relevant here, the SRD also included a "service life" requirement at SRD 3.1.2.3.1. Specifically, the SRD required that

> The aircraft and its systems, when maintained in accordance with manufacturer procedures, will exhibit an operational airworthiness and structural service life of at least 15 years and 10,000 "Standard LAS Combat Mission" (Section 2.3.2) flight hours. [Threshold (T)] Service Life of at least 15 yrs and 11,500 "Standard LAS Combat Mission" flight hours. [Objective (O)]

Id. at 713.

Evaluation Results

Following numerous rounds of discussions and responses, the Air Force evaluated the offerors' mission capability proposals as follows:

Offeror	Mission Capability Subfactor	Technical Rating	Risk Rating
Beechcraft	1.1 Aircraft Technical Requirements	Exceptional	High
	1.2 LAS ICS	Acceptable	Low
	1.3 Program Management	Acceptable	Low
	1.4 Ground Training Devices	Acceptable	Low
	1.5 Air Advisor Training	Acceptable	Low

Sierra	1.1 Aircraft Technical Requirements	Exceptional	Low
	1.2 LAS ICS	Acceptable	Low
	1.3 Program Management	Acceptable	Low
	1.4 Ground Training Devices	Acceptable	Low
	1.5 Air Advisor Training	Acceptable	Low

AR, Tab 3.33 at 92, 121.

According to the final evaluation briefing, the Air Force assigned a high risk rating to Beechcraft's proposal under the aircraft technical requirements subfactor, based on two unresolved weaknesses under SRD requirements 3.1.2.3.1, Service Life, and 3.1.2.2, U.S. Mentor Operations. Id. at 78. The briefing indicated that Sierra

Nevada was also assessed two weaknesses under the aircraft technical requirements subfactor, one under SRD requirement 3.1.2.31, Carriage, and another under SRD requirement 3.1.2.2, U.S. Mentor Operations. Id. at 107. However, the Air Force found that the weaknesses in Sierra Nevada's mission capability proposal did not increase risk beyond the low risk rating. Id. Under the past performance factor, the Air Force assigned both offerors a rating of satisfactory confidence. Finally, the Air Force calculated Beechcraft's evaluated price at $478,740,430, and Sierra Nevada's evaluated price at $615,127,629.

Source Selection Decision

In the source selection decision document (SSDD), the source selection authority (SSA) reviewed the source selection advisory council's (SSAC) evaluation results, and agreed with the SSAC's conclusion that Beechcraft and Sierra Nevada were equal under mission capability subfactors 1.2 through 1.5, with "acceptable/low risk" evaluation ratings, and equal under the past performance factor, with "satisfactory confidence" evaluation ratings. The SSA explained that "while I considered the entire [source selection evaluation team (SSET)] evaluation in my source selection decision, my determination of best value hinges on the discriminators contained within Mission Capability Subfactor 1.1, in both Technical and Risk ratings, and Evaluation Price." SSD at 2.

Under mission capability subfactor 1.1, aircraft technical requirements, the SSA found that Beechcraft's proposal offered to meet five of the SRD's objective requirements, resulting in an exceptional evaluation rating supported by five strengths. Sierra Nevada's proposal offered to meet four of the objective requirements, resulting in an exceptional rating supported by four strengths. The SSA found that the additional strength was "to [Beechcraft's] advantage and plays a role in my decision." Id. The SSA also considered Beechcraft's two unresolved weaknesses and resulting mission capability risk rating of high risk, in comparison to Sierra Nevada's two unresolved weaknesses that did not raise its mission capability risk rating above low risk. The SSA concluded that the lower risk in Sierra Nevada's proposal provided "a significant advantage for [Sierra Nevada]." Id.

In analyzing the high risk rating of Beechcraft's proposal under subfactor 1.1, aircraft technical requirements, the SAA concluded that the "Service Life weakness will likely extend the time and complicate the process required for [Beechcraft] to achieve airworthiness certification by way of USAF Military Type Certificate (MTC)."[2] Id. According to the SSA, this stemmed from the fact that the structurally

[2] The SSA also recognized Beechcraft's weakness under the mentor operations subfactor, however, the SSA stated that it was "not the major driver of [Beechcraft's] high risk rating." Id.

certified T-6 aircraft, on which the AT-6C was based, has a significantly lower maximum gross take-off weight than the AT-6C. Specifically, the SSA found that:

> [Beechcraft's] proposed aircraft has a maximum gross take-off weight more than 40% greater than the weight of the structurally certified [T-6] aircraft on which it is based. [Beechcraft] proposes achieving MTC 90 days prior to Functional Configuration Audit (FCA)/Physical Configuration Audit (PCA) by extrapolation from a structural model that has been validated for the lower weight aircraft, but has not been validated by test at the higher weight. Collective Air Force experience has shown that extrapolating beyond the validated structural model for aircraft weight increases greater than 20% is a high risk approach to achieving the MTC . . . The analysis behind the Service Life weakness makes clear that the extrapolated data [Beechcraft] proposes to use for MTC will likely lead to significant complexity and lengthy discussions with numerous stakeholders, thereby placing achievement of the MTC 90 days prior to FCA/PCA at high risk.

Id. at 2-3.[3] The SSA also considered the effect of the Service Life weakness on the eventual MTC, stating that "[m]ore importantly, the MTC when issued would likely contain restrictions that may prevent [Beechcraft's] aircraft from meeting all SRD requirements at MTC and would require rigorous, increased government involvement during an extended airworthiness and test process." Id. According to the SSA, these restrictions could include "flight restrictions imposed as part of the MTC process," which the SAA found "particularly troubling." Id.

In the ultimate tradeoff decision, the SSA determined "that [Sierra Nevada's] low risk rating within Mission Capability Subfactor 1.1 offers significantly greater value to the Government when weighed against [Beechcraft's] High risk rating within Subfactor 1.1, its one additional strength within Subfactor 1.1 and its lower Evaluation Price." Id. at 4. The SSA concluded that Beechcraft's high risk mission capability risk rating had "such potentially serious and profound program consequences that I would be willing to pay more than the $136.5M price difference in order to reduce program risk." Id.

[3] To be clear, the record reflects that Beechcraft's service life weakness was not related to Beechcraft's ability to meet the service life requirement. In fact, Beechcraft earned a strength under the mission capability technical rating for proposing to meet the SRD objective for service life. Rather, the Air Force concluded that there was a weakness in Beechcraft's approach because the T-6 fatigue test data supporting the service life proposal was considered unlikely to qualify the AT-6C's service life for MTC within the 14-month period required by the RFP.

On February 27, 2013, the Air Force informed Beechcraft that its proposal had not been selected for award of the LAS contract. Beechcraft requested a post-award debriefing the same day. The Air Force provided Beechcraft with a debriefing on March 4. This protest followed.

DISCUSSION

Beechcraft argues that the Air Force's evaluation of its proposal under the mission capability subfactor 1.1 was unreasonable, and that the high risk rating it received under the subfactor was unfounded. Beechcraft also alleges that the Air Force engaged in disparate treatment, by evaluating Sierra Nevada's proposal more leniently under the mission capability factor. Additionally, Beechcraft alleges that the Air Force failed to reasonably evaluate Sierra Nevada's proposal, which, according to Beechcraft, failed to meet several specific technical criteria, and that the Air Force's tradeoff decision was unreasonable and flawed.[4]

Additional Background on Beechcraft's Approach and Evaluation

As noted above, the AT-6C is a newly-developed LAS aircraft derived from Beechcraft's significantly lighter-weight T-6 family of flight trainer aircraft. Since it has not undergone full scale fatigue testing, or received any type of recognized airworthiness certification, Beechcraft sought to meet the technical requirements through its submission of a plan demonstrating its approach for the aircraft to meet all LAS SRD requirements, and for USAF MTC to be achieved within fourteen months of contract award.

Beechcraft's proposal presented what it considered to be a low risk approach to meeting the service life and mentor operations SRD requirements, based on its opinion that the AT-6C could be certified as a modification to the previously certified T-6 airframe, and would not need to go through the process of certification as a new aircraft. Accordingly, Beechcraft's plan for verification of the AT-6C's service life and achievement of airworthiness MTC for mentor operations leveraged substantial existing test data from the T-6 airframe. Significantly, to meet the service life requirement and timely achieve MTC for mentor operations, Beechcraft relied on extrapolation from the T-6's full scale fatigue test data and operational validation of that test data through years of T-6 service history with the Air Force. For example,

[4] Beechcraft presented a multitude of allegations during the development of this protest. We have reviewed all of Beechcraft's allegations, and we discuss Beechcraft's principal claims herein. To the extent that claims, or portions of claims, presented by the protester are not discussed in this decision, we consider them to be without merit.

Beechcraft explains that [DELETED]. AR, Tab 3.12 at 27. Later Beechcraft also offered to conduct "coupon testing" of [DELETED].[5]

The Air Force's evaluation, however, identified a significant weakness based on Beechcraft's reliance on the T-6 test data since the AT-6C has a 40 to 50 percent increase in maximum take-off weight when compared to previously certified versions of the T-6. The Air Force concluded that its normal practice is to validate significant weight changes via full scale fatigue testing, and that its experience demonstrated the need for full scale testing for weight increases as little as 20 percent, because the analysis and validation are "highly dependent upon [maximum take-off weight]." AR, Tab 3.23 at 4.

During several rounds of discussions, the Air Force issued Beechcraft three consecutive evaluation notices explaining the significant weaknesses in this area as follows:

> The current T-6A full scale fatigue test is not representative of the new LAS AT-6C spectrum or gross weight changes. USAF field and test experience supports our conclusion that the weight increase and spectrum changes create a significant weakness in the offeror's approach to achieving timely MTC and the required service life without a representative test.

Id.

In response, Beechcraft proposed to address the Air Force's concerns by "conduct[ing] full-scale structural durability and damage tolerance [(DADT)] testing of the LAS AT-6C at [Beechcraft] expense." AR, Tab 3.25 at 10. According to Beechcraft the additional testing would be accomplished in tandem with the MTC effort and production delivery schedule, and would not impact its ability to meet the MTC timeline of 14 months.

In consideration of Beechcraft's proposal to undertake DADT testing on the AT-6C, the Air Force advised Beechcraft, in its "pre-final proposal response briefing," that the service life significant weakness had been upgraded from a significant weakness to a weakness. However, the Air Force explained that a weakness remained because the DADT testing--[DELETED]--would not be completed until

[5] Coupon structural fatigue testing is used to understand how a specific material, referred to as a "coupon," behaves when subjected to various stresses. According to the contracting officer, "[t]he coupons can vary from simple bars or plates to design features such as holes," which are "tested with repeated tension loads pulling on both ends of the bars to determine how long it takes for the coupon to develop a crack from fatigue." Contracting Officer's Statement of Facts, at 60.

after the required time for the MTC. The Air Force concluded that the absence of DADT data would likely result in "longer airworthiness certification discussions," impacting MTC certification, and that without the DADT data the Air Force Technical Airworthiness Authority (TAA) issuing the MTC would "likely impose flight restrictions on aircraft performance, which could restrict accomplishment of the 'Standard LAS Combat Mission,' and/or other SRD requirements." AR, Tab 3.29 at 50.

The Air Force also advised Beechcraft that a weakness remained concerning the U.S. mentor pilot operations requirement, because even with the T-6 as a baseline, the AT-6C was "modified outside of any recognized airworthiness authority oversight system" and "certification issues that were not managed/resolved under a recognized airworthiness authority throughout the LAS AT-6C development would need to be addressed during LAS certification process." Id. at 53. The Air Force concluded that this weakness also "may result in [a] longer airworthiness certification process . . . potentially impacting the USAF MTC certification schedule." Id. at 53.

Finally, the Air Force informed Beechcraft that its proposal was currently assessed as high risk under mission capability subfactor 1.1, aircraft technical requirements, due in part to the evaluated weakness under the service life SRD requirement. The Air Force then offered Beechcraft the opportunity to submit a final revised proposal.

In its final revised proposal, Beechcraft included a white paper addressing the Air Force's concerns with its plan to meet all SRD requirements and achieve USAF MTC within fourteen months of award. This white paper set forth four expert assessments, all of which concluded that Beechcraft's approach to validation of its service life proposal was not high risk. In the white paper, Beechcraft's experts disputed that the MTC would likely impose flight restrictions on aircraft performance, and maintained that "testing that was previously accomplished on the aircraft structure remains applicable [DELETED]." AR, Tab 3.30 at 452.

In its final evaluation of Beechcraft's proposal, the Air Force again concluded that Beechcraft's offer of full scale fatigue testing of the AT-6C did not fully mitigate the weakness in Beechcraft's approach because the results of the testing would not be available within the time available to achieve MTC. Absent this data, the Air Force found that the only information Beechcraft could offer to demonstrate the AT-6C's operational airworthiness and service life by the MTC deadline would be Beechcraft's own analytical models--extrapolated from T-6 baseline data--and coupon testing of AT-6C components. The Air Force, however, remained unconvinced that Beechcraft could rely on the analytical models derived from the T-6 baseline data given the AT-6C's significantly higher maximum gross take-off weight. In the Air Force's view, the models could only be used to extrapolate a validated model for minor increases in weight change or usage. See AR, Tab 3.11 at 32.

Beechcraft's Criticisms of its Technical Evaluation

In challenging the Air Force's evaluation under the mission capability subfactor 1.1, aircraft technical requirements, Beechcraft alleges that (1) the Air Force improperly imposed a more stringent verification method than required by the SRD by not accepting its plan to verify the service life requirement through "inspection" and "analysis," given that "inspection" was the required verification method set forth in the RFP, and by assessing a weakness in its approach to the mentor pilot operations requirement through the application of an unstated evaluation criteria; (2) its final proposal revision should not have been assessed as high risk since its evaluation notice responses fully mitigated the Air Force's concerns; and (3) the agency engaged in unequal treatment where it accepted Sierra Nevada's approach to meet the service life requirement through "inspection" and "analysis" but did not accept Beechcraft's approach based on the same verification methodologies.

Our review of the record leads us to conclude that the agency's evaluation under the mission capability subfactor 1.1 was reasonable and consistent with the terms of the RFP and SRD. The evaluation of an offeror's proposal is a matter within the agency's discretion. IPlus, Inc., B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 7, 13. In reviewing an agency's evaluation, our Office will not reevaluate proposals; instead, we will examine the record to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. Metro Mach. Corp., B-402567, B-402567.2, June 3, 2010, 2010 CPD ¶ 132 at 13; Urban-Meridian Joint Venture, B-287168, B-287168.2, May 7, 2001, 2001 CPD ¶ 91 at 2. An offeror's disagreement with the agency's evaluation is not sufficient to render the evaluation unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

Application of More Stringent SRD Verification and Unstated Requirements

As explained above, Beechcraft's AT-6C LAS aircraft did not hold a recognized airworthiness certificate. Accordingly, it was required to demonstrate a comprehensive, technically sound, realistic and reasonable approach for the aircraft to meet all LAS SRD requirements that would allow achievement of Air Force MTC within 14 months. Beechcraft's initial proposal presented a plan to verify the service life requirement through "inspection" and "analysis" based on baseline data from the T-6 aircraft, and through "analysis" for the U.S. mentor pilot operations requirement. Inspection and analysis represented the two least rigorous, among five, verification

methods set forth in the RFP (inspection, analysis, demonstration, test, and process control).[6]

The Air Force found Beechcraft's initial approaches to meeting the service life and mentor operations requirements to be technically acceptable. They were not, however, in the Air Force's view, without weaknesses and associated risks.

Under the risk assessment set forth in the RFP, the Air Force was to evaluate "the potential for disruption of schedule, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance." RFP at 1025. Consistent with this stated basis for evaluation, the Air Force examined the various weaknesses with Beechcraft's plan to meet the SRD requirements using "inspection" and "analysis" of data from the T-6 full scale fatigue tests.

As noted above, the Air Force advised Beechcraft that its reliance on the T-6 data presented a weakness because data from the lighter aircraft was not likely to be sufficient to qualify the 40 to 50 percent heavier AT-6C aircraft for MTC within 14 months. This weakness reflected the agency's assessment of the risk inherent in Beechcraft's use of "inspection" and "analysis" in the context of its unique technical approach (development of the AT-6C from the T-6), not the rejection of its use of "inspection" and "analysis" as methods of verification, or the imposition of more stringent evaluation criteria. To the extent Beechcraft complains that the agency unfairly required Beechcraft to meet the service life requirement using the verification method of "testing," it is mistaken. The record reflects that Beechcraft, after several rounds of discussions, made a business decision to revise its proposal to conduct DADT testing on the AT-6C at no expense to the government in order to address the agency's concerns with verification through "inspection" and "analysis" based on the T-6 due to the weight issues previously discussed. AR, Tab 3.25 at 10.

Similarly, the Air Force advised Beechcraft that the lack of involvement of a recognized airworthiness authority in the AT-6C's development could pose schedule

[6] The RFP defined inspection as "a visual verification that the system (including system documentation) complies with specification requirements." RFP at 719. Analysis was defined as "verification that specification requirements have been met by technical evaluation equations, charts, reduced data, etc. This does not include the normal analysis of data generated during ground or flight testing." Id. Test was defined as "verification of the specification requirements through the application of established test procedures within specified environmental conditions and subsequent compliance confirmation through analysis of the data generated. This requirement may be fulfilled by submission of data which demonstrates the required test has been successfully completed." Id.

delays, jeopardizing its ability to meet the MTC deadline, thereby creating a risk under the mentor operations requirement. Again, this weakness, and the associated risk, reflected the agency's assessment of risks presented in Beechcraft's unique approach, not the application of an unstated, overly restrictive, solicitation requirement. Accordingly, we have no basis to conclude that the agency's evaluation was inconsistent with the terms of the solicitation, as Beechcraft has alleged.

Unreasonable Assessment of Weaknesses and High Risk Rating

Beechcraft next asserts that even if the Air Force did not impose more restrictive verification requirements, it was unreasonable for the Air Force to conclude that Beechcraft's proposal included weaknesses and warranted a high risk rating. According to Beechcraft, its discussion responses and offer of full-scale testing fully mitigated the Air Force's concerns. For example, Beechcraft argues that it was unreasonable for the Air Force to find its initial proposal moderate risk before multiple rounds of discussions and responses, only to conclude that its final proposal revision presented even higher risk. Beechcraft also argues that the FAA had previously supported its approach to certifying the AT-6C service through correlated models of the T-6 full scale fatigue testing, and that the Air Force improperly ignored the contents of the white paper submitted with its final proposal revision.

First, concerning Beechcraft's initial moderate risk rating for mission capability subfactor 1.1, that assessment was relayed in the Air Force's "initial evaluation briefing" to Beechcraft, at which time Beechcraft's proposal was evaluated as unacceptable due to 81 identified "uncertainties" and three deficiencies. Further, among the uncertainties conveyed to Beechcraft in the briefing were multiple uncertainties relating to a lack of supporting data necessary to evaluate the AT-6C's compliance with SRD requirements, including the service life requirements. See AR, Tab 11.123 at 45. The initial evaluation briefing also cautioned offerors that their responses to the briefing may negatively impact the agency's assessment. Accordingly, Beechcraft's initial evaluation briefing's moderate risk rating under mission capability subfactor 1.1 is not a relevant benchmark; at that time, the Air Force did not have sufficient information to evaluate the AT-6C's compliance with the SRD's service life requirement.

Second, the record does not support Beechcraft's assertions that the FAA supported Beechcraft's approach to certifying the AT-6C. To the contrary, the record reflects that the Air Force communicated with the FAA on two occasions, and learned that the FAA's Military Certification Office (FAA MCO) did not support the specific approach proposed by Beechcraft under the LAS procurement. Specifically, on October 31, 2012, the Air Force SSET mission capability chief and SSET advisor on airworthiness contacted the FAA MCO to ask whether there were any FAA regulations or standards for aircraft weight changes that would require an

"Amended Type [airworthiness] Certificate" for a modified aircraft versus an entirely new "Type Certificate." In response, the FAA MCO advised the Air Force that typically weight changes under five percent were "not significant," while weight changes over five percent were reviewed to "determine the extent of recertification required," and that the FAA "rule of thumb" for small aircraft was that a one-time weight change over ten percent "requires application for a new [Type Certificate],"--that is, in the FAA's view, a weight change over 10 percent would not be certified as a modification of an existing aircraft. AR, Tab 3.15 at 1. As noted above, the shift from the T-6 to the proposed AT-6C reflected an increase in weight of 40-50%.

On November 26, the Air Force contracting officer, SSET mission capability chief, and legal advisor, again contacted the FAA MCO to corroborate Beechcraft assertions that it had discussed its approach to verifying the AT-6C's airworthiness with the FAA. The FAA MCO officials reported that Beechcraft had contacted them to ask, generally, whether it would be possible to use previous test data to avoid having to do new tests and that the officials had informed Beechcraft that it was conceptually possible--but the officials also informed the Air Force that it was not a very detailed discussion. The FAA MCO officials also reported to the Air Force that an increase in design weight on the order of 40 percent from a previously certified aircraft design would constitute a "significant" or "substantial" change, and that when dealing with a significant change, "the FAA would have to make an individual factual assessment on whether the data from the particular test in question was applicable based on a very detailed examination of the change in design." AR, Tab 3.19 at 2.

Additionally, the FAA MCO asked the Air Force if it was aware that, in 2009, other FAA offices had been involved in discussions with Beechcraft concerning various airworthiness certification approaches specifically for the AT-6C, but that the FAA MCO had "made it clear to [Beechcraft] that the FAA was not in favor of [Beechcraft's] proposed approaches to certification given the large weight increase between the T-6C and the AT-6C." Id. Based on this record, we see nothing unreasonable in the Air Force's determination that Beechcraft's communications with the FAA failed to mitigate its concerns regarding extrapolation of T-6 test data to the AT-6C.

Third, the record reflects that the Air Force considered the white paper submitted within Beechcraft's final proposal revision and concluded that it did not resolve the risks associated with Beechcraft's approach. AR, Tab 3.34 at 67. Specifically, the Air Force's advisor still found that "[t]he original T-6A coupon, component and full scale testing is not sufficient to address the greater than 40% Maximum Gross Take Off Weight (MGTOW) increase for the AT-6C aircraft." Id. Further the advisor found that expert opinions in the white paper conceded that further testing of the AT-6C was necessary to validate the structural models, noting that "[t]hree of the four [Beechcraft]-identified experts have recommended additional coupon testing to validate the structural models." Id. at 68.

Moreover, the advisor disagreed that the additional coupon testing recommended by the white paper's expert opinions would be sufficient to validate use of the T-6 data in certification of the AT-6C. According to the Air Force's advisor, Beechcraft's proposed full scale testing of the AT-6C would resolve the issue, but that testing would not be completed in time. In this regard, the advisor's contemporaneous evaluation findings explained as follows:

> USAF experience has shown that a full scale test (a wing component test at minimum) is required versus the coupon level testing proposed by the [Beechcraft]-identified experts. USAF test methodology has shown time and again the need to follow a rigorous building block testing method in which sub-scale coupon tests are conducted first followed by full scale component or full scale fatigue test. USAF SME experience has shown that unanticipated load and stress changes occur during the scale up from coupon to sub-component to full component that cannot always be accounted for in analysis . . . The full scale fatigue test proposed by the offeror satisfies these requirements. However, the full scale fatigue test data will not be available until end of [DELETED], even though data to support certification is required prior to the issuance of an MTC (90 days prior to FCA/PCA), in [DELETED].

Id. [7]

[7] The SRD requirements in this case were rooted in the fundamental RFP requirement that offerors propose a non-developmental, production ready LAS aircraft. As explained by the Air Force in the SSAC's report:

> To meet the requirement the USAF made a conscious decision to procure [non-developmental] aircraft and [ground training devices] with a proven and stable design to eliminate development risk, minimize modifications to the aircraft, and ensure timely delivery of a fully capable LAS aircraft to Afghanistan. Additionally, the USAF decided to require the USAF MTC 90 days prior to FCA/PCA. This decision was aimed at ensuring, at FCA/PCA, that the design of the aircraft to be delivered was airworthiness certified and would have no MTC limitations that would prevent the aircraft from meeting all SRD requirements at delivery. This approach eliminates the risk associated with development programs and ensures immediate entry into full rate production and timely delivery of a fully certified and capable LAS aircraft.

(continued...)

Beechcraft's white paper also argued that the Air Force's concerns regarding flight limitations on the AT-6C following MTC were unreasonable. According to the white paper, "it would be atypical that the TAA would impose flight restrictions on aircraft performance which could restrict the accomplishment of the "Standard LAS Combat Mission" and/or other SRD requirements." However, again, the mission capability advisor disagreed, finding that:

> Flight restrictions in the form of service life restrictions remain a possibility until the completion of the full scale fatigue test. A USAF MTC is required 14 months after contract award, and this MTC must allow for all SRD requirements to be met. Flight restrictions may not allow for all SRD requirements to be met (e.g. service life). Furthermore, the Service Life White Paper states the rate of the full scale fatigue test will outpace the rate of flying. This is an assumption that may not be accurate.

Id. at 69.

(...continued)

> The decision to require MTC 90 days prior to FCA/PCA underscores the difference between this procurement and the typical USAF aircraft procurement that involves a development phase, which would not enter immediately into full rate production.

AR, Tab 3.36 at 43. Further, in its debriefing, the Air Force reminded Beechcraft of the non-developmental nature of the requirement, stating:

> The Pre-FPR feedback provided to you and slides 42 through 71 in the debriefing presented to you on 4 Mar 13 discuss the weakness identified with your approach. The solicitation requires delivery of a Non Developmental Item (NDI) aircraft that achieves an MTC that meets all SRD requirements, to include Service Life, 90 days prior to FCA/PCA. Support for [building partnership capacity] Nations requires the aircraft be capable of immediate operational use. You indicate demonstrating achievement of Service Life post-MTC is a typical process. Our experience is that while this approach might support incremental flight releases in a development program, this is not a development program. Your approach was properly determined to be High risk consistent with the terms of the RFP.

AR, Tab 3.39 at 162.

While Beechcraft has continued to advance the positions stated in the white paper in the current protest, and fundamentally disagrees with the Air Force's evaluation findings, a protester's disagreement with agency technical judgments does not establish that the evaluation was unreasonable. Aerospace Control Products, Inc., B-274868, Jan. 9, 1997, 97-1 CPD ¶ 149 at 4. In this case, the mission capability advisor's conclusions were reviewed, and expanded upon, by the requirement mission capability evaluator, the mission capability subfactor chief, and the SSET, and accepted by the SSA. See, AR, Tab 3.34 at 966-985, 2041-2055; Tab 3.32 at 54-56; Tab 3.36 at 18-21. All agreed with the advisor's determinations, with the SSA specifically agreeing with the "Subfactor 1.1 Chief's detailed assessment of how [Beechcraft's] two remaining weaknesses result in High risk for Subfactor 1." SSDD at 3. We have no basis to conclude that the Air Force's independent contemporaneous technical judgments were unreasonable.

Unequal and More Stringent Treatment of Beechcraft's Approach

Beechcraft's remaining arguments under mission capability subfactor 1.1 contend that the agency engaged in unequal treatment where it accepted Sierra Nevada's presentation of inspection and analysis to meet the service life and mentor operations SRD requirements, while refusing similar inspection and analysis from Beechcraft. Regarding the service life requirement, as discussed above, we disagree that the Air Force refused to accept Beechcraft's inspection and analysis of T-6 test data to meet the requirement. Rather the Air Force found that limits on extrapolation of the T-6 data were likely to delay achievement of MTC beyond 14 months, and result in flight limitations inconsistent with the SRD.

We also have no basis to conclude that the agency engaged in unequal treatment or erred in its evaluation of the service life approach presented by Sierra Nevada. While Sierra Nevada--like Beechcraft--presented inspection of existing test data, Sierra Nevada's test data--unlike Beechcraft's--was "previously validated through full scale fatigue structural testing" at "the same weight." AR, Tab 3.36 at 45. Where the offerors' existing test data differed in material aspects one would expect the evaluation finding to be different.

Further, regarding the mentor operations requirement, as explained previously, the SRD's requirement stated that "the aircraft shall be USAF Military Type Certified to allow U.S. mentor pilot operations." RFP at 713. Beechcraft asserts that the Air Force improperly and unequally evaluated Sierra Nevada's proposal under this requirement where it failed to assess a higher risk rating against Sierra Nevada's approach. While both Sierra Nevada and Beechcraft received a weakness under this requirement for lack of "independent airworthiness authority" in the configuration of their aircraft, the SSA ultimately concluded that "[Sierra Nevada's] weakness in Mentor Ops does not concern me as much as [Beechcraft's]." SSDD at 4. According to Beechcraft, it was unreasonable for Sierra Nevada to have a

lower risk in this area where the AT-6C is a reportable modification of a certified aircraft, and where the A-29 has no airworthiness certifications recognized by the Air Force.

We see nothing unreasonable or unequal about the Air Force's evaluation here. The SSA noted that "[e]ven though [Beechcraft] can start from the T-6C certified baseline, its proposed aircraft has many changes made without independent oversight, whereas even without a recognized certification baseline, the majority of [Sierra Nevada's] proposed aircraft was developed with independent oversight." SSDD at 3. It is undisputed that the AT-6C is the result of multiple "major changes" to the T-6 aircraft, defined as changes that are "more complex in nature, include significant changes in capabilities, and may have significant impact on airworthiness, structural strength or service life, weight, or product reliability." AR, Tab 7.19 at 22. Conversely, the Air Force evaluators concluded that the "modifications to the A-29 aircraft are deemed minor from an airworthiness prospective." AR, Tab 3.35 at 1386. We conclude that this record supports the reasonableness of the SSA's conclusion, and see nothing unequal concerning the evaluation, where the extent of modifications undertaken without an "independent airworthiness authority" was far greater for the AT-6C than for the A-29.

Beechcraft's Criticisms of Sierra Nevada's Technical Evaluation

Beechcraft next argues that the Air Force improperly evaluated or ignored deficiencies in Sierra Nevada's ability to meet multiple technical requirements of the SRD, and should have received a higher risk rating. The challenged technical areas concern the SRD requirements for ejection seats, removable armor, constant airspeed, and carriage.

Ejection Seats Technical Requirement

The SRD indicated that the minimum required verification method for the ejection seats requirement was verification by "test." However, according to Beechcraft, the Air Force improperly relaxed this requirement by allowing Sierra Nevada to verify the requirement by mere analysis.

The SRD required that "[t]he aircraft must include and be certified for ejection seats for both cockpits," which "must be capable of allowing successful zero airspeed and zero altitude (while aircraft is level) ejections." RFP at 714. As relevant to this discussion, the SRD also required that "[t]he aircraft shall accommodate and be compatible with pilot sitting heights of 34" to 40"." Id. at 716.

Sierra Nevada's aircraft, the A-29, is regularly equipped and has been previously certified with "Martin Baker MkBR10LCX" ejection seats capable of zero airspeed and zero altitude ejections. As typically installed in the A-29, these ejection seats

[DELETED], providing pilot sitting heights of 33.7" to 39.0"," which does not meet the SRD requirement to accommodate pilot sitting heights up to 40 inches. AR, Tab 3.08 at 179. In order to meet the SRD sitting height requirement, Sierra Nevada proposed to install [DELETED], to accommodate crew seated height of 33.7 to 40.0 inches." AR, Tab 6.01 at 167. Concerning verification of the ejection seats requirement, Sierra Nevada's proposal included a table indicating that the verification method was test data from a test conducted in 1999. Id. at 203. Sierra Nevada's proposal also stated that the [DELETED] "does not affect the safety or performance of the ejection seat, and does not require requalification or recertification." Id. at 169.

In the initial evaluation of Sierra Nevada's proposal, the Air Force accepted Sierra Nevada's approach to meeting the ejection seat and sitting height requirements of the SRD, but assessed a weakness under the ejection seat requirement because [DELETED] "may cause unacceptable ejection seat performance such as tumbling and failure to achieve sufficient altitude during [zero airspeed and zero altitude] ejections." AR, Tab 3.08 at 178. The Air Force requested that Sierra Nevada describe "any aspects of your approach, or revisions to your approach, that mitigate the risk associated with the identified flaw." Id.

Sierra Nevada responded that the ejection seat manufacturer, Martin-Baker, had simulated the effect of [DELETED], and found that the change "makes very little difference to the trajectory of the seat and occupant," and was within "normal test to test variation." Id. at 179, 180. Sierra Nevada also provided a chart of the Martin-Baker simulation and presented an "equipment upgrade plan" explaining activities and deliverables to mitigate the identified weakness. The Air Force reviewed Sierra Nevada's response and considered it sufficient to resolve the weakness related to Sierra Nevada's approach to the ejection seats requirement.

The Air Force argues that it did not, as alleged by Beechcraft, relax the "test" verification method for Sierra Nevada's proposed approach to meeting the ejections seats requirement. Rather, the Air Force asserts that it accepted Sierra Nevada's approach of offering the 1999 ejection seat test as verification that the A-29 included ejection seats capable of zero airspeed and zero altitude ejections, but found a weakness related to the [DELETED]. The Air Force maintains that, subsequently, it determined that manufacturer simulation data showing no effect of the minor modification on the safety or performance of the ejection seat mitigated the assessed weakness.

We agree with the Air Force. The record shows that the Air Force initially determined that Sierra Nevada's proposal included a test to meet "the requirement that the aircraft include and be certified for ejection seats for both cockpits, and that they are capable of allowing successful zero airspeed zero altitude ejections," although with a weakness related to a modified height adjustment actuator. Subsequently, the Air Force reviewed the Martin-Baker simulation data, and

concluded that "[t]his analysis adequately supports seat performance not being impacted by the modification," resolving its concern that the modification represented a weakness. AR, Tab 3.35 at 2149. We conclude that the Air Force evaluation did not err where it relied on test data to demonstrate the offeror's approach to verification of the SRD requirement, and later accepted supplementary analysis to resolve a perceived weakness in that approach.

Removable Armor Technical Requirement

Beechcraft next argues that the Air Force modified, or improperly waived, the SRD requirement for removal armor, where certain of the A-29's armor panels are only removable after removal of the aircraft's engine. The SRD required that "[t]he aircraft shall possess easily removable armor for both cockpits (excluding transparencies) and engine," and that the "[a]rmor shall provide protection from small arms fire (up to 7.62mm armor piercing incendiary round)." RFP at 718.

In its proposal, Sierra Nevada explained that the A-29 possessed [DELETED]. The proposal indicated that installation of the [DELETED]. AR, Tab 6.13 at 61. Concerning the [DELETED], the A-29 flight operations manual states that the [DELETED]. AR, Tab 6.14 at 247. This armor [DELETED]. AR, Tab 3.35 at 1980.

In its evaluation, the Air Force found that "[b]oth the Aircraft Specification and the [flight operations manual] provide evidence that the LAS aircraft has easily removable armor for the engine and both cockpits." Accordingly, the Air Force concluded that the A-29 "possess[ed] easily removable armor for both cockpits . . . and engine," and was technically acceptable. RFP at 718. Although the Air Force noted that the [DELETED] "may not be considered easily removable" since they are only removable when [DELETED], the Air Force did not find this inconsistent with the requirements of the SRD, where "the SRD requirement does not state all cockpit and engine armor must be easily removable." AR, Tab 3.35 at 1981.

We conclude that the Air Force's evaluation was reasonable and consistent with the terms of the SRD. It is undisputed that, in addition to the not-easily-removable [DELETED], the A-29 is equipped with easily removable [DELETED] armor and [DELETED]. Accordingly, there is no dispute that the A-29 "possess[es] easily removable armor for both cockpits (excluding transparencies) and engine."[8]

[8] Beechcraft's AT-6C also includes certain armor panels which were not easily removable in the Air Force's view, and, like its evaluation of Sierra Nevada, the Air Force did not find Beechcraft's proposal to be inconsistent with the SRD requirements. Specifically, removal of [DELETED] requires [DELETED]. Beechcraft asserts that [DELETED] can be easily accomplished, however, the Air Force explains that [DELETED] because [DELETED]. AR, Tab 7.19 at 1707-8.

(continued...)

Also concerning the A-29's armor, Beechcraft asserts that the Air Force failed to account for the weight and drag of the armor in its analysis of the A-29's ability to meet several SRD requirements including mission duration, takeoff, landing, and continuous airspeed. Essentially, Beechcraft argues that the analysis is compromised where the added weight and drag of the armor will affect the amount of fuel that the A-29 can carry, as well as its aerodynamic properties for the purposes of the takeoff, landing, and continuous airspeed analysis.

The Air Force claims that it correctly relied on the A-29 flight operations manual to determine the A-29's compliance with these SRD requirements, and that the flight operations manual included the necessary data on the weight and drag of the removable armor. Our review of the record confirms that the amended A-29 flight operations manual submitted for the LAS procurement included an updated section detailing weight and drag indexes for various LAS configuration items, including the removable armor. See AR, Tab 614 at 324. Beechcraft contends that the presence of this data in the manual does not confirm that all analysis utilized the updated data, where that data was added to the baseline manual for the purposes of this procurement. However, our review indicates that the flight operations manual incorporated the updated weight and drag data in its analysis. See e.g., AR, Tab 6.13 at 240 (incorporation of armor weight and drag data in the "Weight and Drag Factors for the Standard Mission Profile," used to calculate compliance with various SRD requirements). Accordingly, we have no basis to question the Air Force's evaluation in this regard.

Constant Airspeed Technical Requirement

Beechcraft alleges that the Air Force improperly evaluated the A-29's compliance with the SRD's constant airspeed requirement. The SRD required that:

> The aircraft shall be capable of continuous speed of 250 [knots true airspeed (KTAS)] at 10,000' density altitude and full fuel minus that fuel required to taxi out, take off, and climb to 10,000' [above ground level] from sea level with the standard LAS combat load as described in para 2.3.1. (T) A constant airspeed in these conditions of at least 275 KTAS. (O)

RFP at 716.

(...continued)
Accordingly, the Air Force's contemporaneous evaluation found that these armor panels "may not be considered easily removable." AR, Tab 3.34 at 2878.

Sierra Nevada's initial proposal contained an airspeed performance chart indicating that the A-29 met the SRD requirement with a constant airspeed of [DELETED] KTAS, "assuming an International Standard Atmosphere ("ISA") of -6 degree centigrade," but achieved only [DELETED] KTAS at an ISA with no offset. AR, Tab 6.01 at 182. The Air Force noted that Sierra Nevada's assumption was inconsistent with "typical practice in the aircraft performance community," which is "to use a 'Standard Day' atmosphere." AR, Tab 11.351 at 892. Ultimately, the Air Force assessed Sierra Nevada a weakness for its use of non-standard atmospheric assumptions, but concluded that Sierra Nevada met the SRD requirement, where the SRD did not specify a required atmospheric condition. In response to this weakness, Sierra Nevada submitted an updated chart indicating that the A-29 also met the SRD requirement assuming "standard day" conditions, under which the aircraft was capable of a constant airspeed of 250 KTAS. The Air Force concluded that Sierra Nevada's response resolved the weakness. AR, Tab 6.13 at 233.

Beechcraft alleges that Sierra Nevada's response merely changed the numbers in its chart to reflect that assuming a "standard day" the A-29 was now capable of meeting the 250 KTAS requirement. Beechcraft asserts that the Air Force blindly accepted Sierra Nevada's modified airspeed data without question, which was unreasonable where Sierra Nevada's initial proposal demonstrated that the A-29 achieved [DELETED] KTAS, not the required 250 KTAS, at "standard day" conditions.

We find that Beechcraft's allegation is unsupported by the record. Rather than simply altering the chart without support, the record shows that Sierra Nevada resolved the assessed weakness by providing data from a different, and more comprehensive, analysis of the A-29's performance. Specifically, the Air Force explains that Sierra Nevada's initial airspeed performance chart was based on a simplistic analysis known as linear interpolation. According to the Air Force this analysis essentially takes two known data points of the same type as the unknown value, draws a line between those two points, and uses that line to find the unknown value. Supplemental Legal Memorandum, at 37. However, according to the Air Force, constant airspeed data exhibits non-linear tendencies. AR, Tab 11.390 at 5; see also, AR, Tab 6.01 at 1931-2040 (aircraft performance charts demonstrating non-linear performance curves.)

In its response to the weakness, Sierra Nevada agreed that "a linear interpolation for this performance curve is inaccurate." AR, Tab 3.35 at 804. To resolve the issue, the record shows that Sierra Nevada substituted an entirely new analysis using the A-29 mission planning station to produce data for the A-29 in the specific LAS combat configuration. On review of this data the Air Force found that Sierra Nevada's new analysis "more accurately predicts the relationship between [drag] and airspeed of the aircraft as configured with the Standard LAS Combat Load," and supported a conclusion that the A-29 met the SRD's constant airspeed requirement. Id. at 806. Accordingly, the record demonstrates that Sierra Nevada

did not merely change the numbers in its airspeed performance chart, and that the Air Force did not blindly accept Sierra Nevada's altered airspeed chart. Rather, the record shows that in response to the weakness assessed against its proposal in this area, Sierra Nevada conducted an entirely new analysis to support its aircraft's compliance with the SRD requirement. Beechcraft's allegations are therefore unfounded.[9]

Carriage Technical Requirement

Beechcraft next asserts that the Air Force failed to reasonably consider the significant schedule risk in Sierra Nevada's approach to meeting the carriage requirement of the SRD. In this regard, the SRD required that:

> Aircraft shall be capable of carriage and employment of each of the following items:
>
> a. 250 lb and 500 lb laser guided and conventional munitions (minimum of MK81 and MK 82 – see MIL-STD-8591). Note: GBU-12 with guidance package and fuses mated to a MK 82 weighs 610 lbs (T)
> b. Rocket pod compatible with 2.75" (70 mm) folding fin rocket munitions (T)
> c. External fuel tanks (T)
> d. Day and Night capable, EO/IR aiming sensors with laser target designator compatible with item 3.1.2.31.a and b munitions (T)

[9] Beechcraft, in its April 24 comments on the supplemental agency report, presented a challenge to Sierra Nevada's updated analysis using the A-29 mission planning station. However, our Office concluded that this challenge was untimely, where Beechcraft had all relevant information and documentation concerning the resolution of Sierra Nevada's Constant Airspeed Requirement weakness at the time of the agency's document production on March 29. Our Bid Protest Regulations contain strict rules for the timely submission of protests. Under these rules, a protest based on other than alleged improprieties in a solicitation must be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2) (2013). Further, the staggered presentation of issues, each of which requires a separate explanation from the agency, constitutes a piecemeal presentation of issues that undermines GAO's strict time schedule for issuance of a decision; our Office therefore applies our timeliness rules to all supplemental protests, even when the protester purports to merely "present examples" of flaws generally alleged in a timely protest. Planning and Dev. Collaborative Int'l, B-299041, Jan. 24, 2007, 2007 CPD ¶ 28 at 11.

e. 50 caliber machine guns (T)
f. BDU-33s (T)
g. Illumination flares (such as SUU-25 dispenser) (T)
h. Rail-launched munitions (O)
i. GPS/Inertial Aided Munitions (O)

Operation and delivery of these items shall be available in all possible combinations, up to maximum gross takeoff weight (MGTOW). (T)

The aircraft shall have at least five (5) NATO/US compatible hard points, as defined in MILSTD-8591 and associated documentation. (T)

A master arm capability in the front cockpit and a rear cockpit master arm inhibit shall be implemented. (T)

RFP at 717-18.

The Air Force's initial evaluation of Sierra Nevada's proposal resulted in the assessment of a significant weakness under the SRD carriage requirement due to Sierra Nevada's failure to include a certification schedule for several of the required munitions. Although Sierra Nevada responded by providing certification schedules, the Air Force concluded that the proposal did not sufficiently address "information on selection and securing a test range, and further definition of test plan activities." AR, Tab 11.351 at 2214. The Air Force was also concerned that based on Sierra Nevada's certification schedule, some required reports would not be prepared until 12 months after contract award, leaving just two months for review and TAA approval prior to the scheduled achievement of MTC. Based on these concerns the Air Force concluded that Sierra Nevada's proposal still contained a weakness.

In its next response, Sierra Nevada offered to provide analytical data for review within seven months of contract award, and detailed a plan to ensure timely performance of certification activities including [DELETED]. While this proposal addressed several of the Air Force's concerns, the Air Force continued to evaluate Sierra Nevada's carriage plan as a weakness, because even in Sierra Nevada's updated plan, final [DELETED] test reports for the [DELETED], would not be delivered until 12 months after award. This weakness was a remaining flaw that was not resolved in Sierra Nevada's final revised proposal.

Beechcraft argues that the Air Force improperly evaluated Sierra Nevada under the carriage requirement where it limited its concern to the [DELETED], despite the necessity to certify the A-29 with all systems set forth in the carriage requirement. Beechcraft also asserts that the Air Force's failure to assess Sierra Nevada a higher

risk rating demonstrates more lenient treatment of Sierra Nevada's proposal, because testing can be time-consuming and carries risk of complications.

Again, the record in this case provides no support for Beechcraft's allegations. First, the record shows that the Air Force did not improperly limit its consideration of the A-29's compliance with the carriage requirement to just the [DELETED]. Rather, in its responses to the Air Force's discussion questions, Sierra Nevada explained that "[t]he A-29 Super Tucano has already undergone integration, testing, airworthiness substantiation, and (in the majority of cases) certification for the stores and armament required to meet the LAS specification--with the exceptions of the [DELETED]." AR, Tab 8.43 at 19. The record shows that the Air Force further considered the A-29's compliance with all aspects of the carriage requirements, and found that for systems other than the [DELETED], support for compliance was available in the A-29 aircraft specifications. See AR, Tab 11.351 at 2182-83.

Second, the record shows that the Air Force reasonably considered the risks of verifying compliance with the carriage requirement for the [DELETED], including the risk to timely achievement of MTC. Specifically, the record shows that the Air Force considered several scenarios concerning the timeliness of Sierra Nevada's test reports and the TAA's consideration for MTC. In the "worst case" scenarios, late production of reports by Sierra Nevada was found to have the potential to cause a 3.25 to 5 month delay in the LAS contract schedule. However, in the scenario designated as the "most likely scenario," the Air Force concluded that the TAA would allow incremental review of the A-29 carriage data, and that production of certain final reports just two months before the time for achievement of MTC would result in "little to no impact to USAF MTC schedule." AR, Tab 3.35 at 1352. Based on the most likely scenario, the Air Force concluded as follows:

> incremental review of the aircraft's available TACC artifacts have little potential to cause disruption of schedule (and no degradation of performance – schedule weakness only). Normal contractor effort (including offeror-proposed mitigation actions) and normal Government monitoring will likely be able to overcome any difficulties. Overall contribution to risk assessment is low.

Id. Based on our review of the record, we find nothing unreasonable or unequal about the Air Force's consideration of Sierra Nevada's proposal under the SRD carriage requirement. The record reflects that the Air Force's analysis was thorough and consistent with the SRD's requirement.

Aircraft Technical Requirements Subfactor Risk Rating

Finally, Beechcraft contends that Sierra Nevada's proposal should have received a higher overall risk rating under mission capability subfactor 1.1, aircraft technical requirements, because its two weaknesses should have been considered more serious, and because the A-29 has no airworthiness certifications recognized by the Air Force. However, as discussed, we see no error in the agency's determination that, in a "most likely scenario," Sierra Nevada's weakness under the carriage requirement would result in little to no impact on the MTC schedule.

Further, as discussed above, we see nothing unreasonable about the Air Force's evaluation of Sierra Nevada's proposal under U.S. mentor operations requirements, where Sierra Nevada's weakness in mentor operations was less of a concern to the agency than Beechcraft's, because fewer of the modifications to the A-29 were conducted without independent airworthiness oversight.[10] Finally, as previously discussed regarding airworthiness certification, the record reflects that the level of modification involved in the development of the AT-6C was significantly more than the modification required to configure the A-29 for the LAS RFP. Accordingly, despite the fact that the A-29 is not, nor is it derived from, a previously certified aircraft, the Air Force concluded that the existing testing and operational data for the A-29 was likely to lead to an easier and lower risk certification process than certification of the AT-6C from data relating to the lower-weight T-6.

Manufacturing Readiness Level (Program Management Subfactor)

Beechcraft alleges that the Air Force improperly evaluated Sierra Nevada's proposal with respect to its level of manufacturing readiness under mission capability subfactor 1.3, program management. As relevant, the RFP required offerors to provide a:

> Detailed description of the process and results of contractor self-assessment of current Manufacturing Readiness Level (MRL) of the proposed LAS aircraft, in accordance with the DoD Manufacturing Readiness Assessment (MRA) Deskbook. Include plans and schedule to achieve the target MRL 10 for LAS aircraft production . . . and follow on delivery orders.

RFP at 1024. Regarding the self-assessment, the RFP directed offerors to "clearly and specifically identify their current MRL for their current aircraft configuration and aircraft as proposed to be delivered, using the criteria and process identified in the

[10] We also again note that, concerning Beechcraft's proposal, the U.S. mentor operations weakness was not the primary driver of Beechcraft's high risk rating under mission capability subfactor 1.1. AR, Tab 3.37 at 2.

DOD Manufacturing Readiness Assessment (MRA) Deskbook." Id. at 679. The offerors were also required to "describe the contractor approved engineering and manufacturing approach and process used to assess and determine their MRLs." Id.

In its initial proposal, Sierra Nevada provided an initial MRL target assessment of 8 at contract award, with a plan to achieve an MRL target of "10" within 14 months.[11] After its initial evaluation the Air Force requested that Sierra Nevada address uncertainty about whether it used the criteria and process identified in the DOD Manufacturing Readiness Assessment (MRA) Deskbook in assessing the Jacksonville, FL facility, where the facility "has not been used for years," and will require significant renovations and repairs. AR, Tab 11.353 at 387. In response, Sierra Nevada supported its initial rating, and provided a detailed plan to complete the Jacksonville, FL facility by hiring and training technicians, achieving an MRL of 9 at the start of aircraft assembly, and achieving the target MRL of 10 for LAS aircraft assembly. AR, Tab 11.353 at 385-6.

The Air Force reviewed Sierra Nevada's plan, and concluded that it met the RFP requirement. Specifically, the Air Force determined that Sierra Nevada had successfully addressed the risk posed by the Jacksonville facility, where Sierra Nevada proposed to: (1) duplicate "[e]quipment, tooling processes, production flow, and required personnel skillsets" that were established and proven at Embraer's Brazilian A-29 plant (operating at MRL 10); (2) rely on experience learned in the startup of an Embraer jet facility in Melbourne, FL, which was built in 12 months and delivered aircraft in 22 months; (3) select key personnel from the Melbourne plant to assist in activation of the Jacksonville plant; (4) relocate selected management and production line personnel from Brazil to support training and initial aircraft production; and (5) leverage commitments of state and local governments to support the startup of the Jacksonville plant, as well as the Jacksonville Airports Authority's investment of "$600K to immediately begin work in reconfiguring the facility." AR, Tab 11.353 at 209-10.

In sum, the record reflects that Sierra Nevada provided detailed information to the agency, as required by the solicitation, regarding its MRL at the time it submitted its proposal as well as plans for achieving the MRL target of 10 for LAS production. As

[11] As relevant, the "DOD Manufacturing Readiness Assessment (MRA) Deskbook" is a best practices document proposing MRL analysis to manage manufacturing risk in acquisitions. The MRA Deskbook defines 10 MRLs in ascending order with the lowest level, MRL 1, representing basic research into the manufacturing process, and MRL 10 representing full rate production with unit costs at goal levels, lean practices implemented, and continuous improvement ongoing. As noted, the RFP required "plans and [a] schedule to achieve the target MRL 10 for LAS aircraft production." RFP at 1024.

a consequence, we have no basis to question the Air Force's conclusion that Sierra Nevada met the RFP's MRL requirements.[12]

Best Value Tradeoff Decision

Finally, Beechcraft alleges that the Air Force's best value tradeoff decision failed to properly assess risk, and failed to meaningfully consider price. Beechcraft also contends that the best value tradeoff lacks sufficient reasoning to support the Air Force's decision.[13] For the reasons set forth below, we disagree.

First, according to Beechcraft, the SSA erred in concluding that "[Beechcraft's] higher risk has such potentially serious and profound program consequences" that the SSA would willingly "pay more than the $136.5M price difference in order to

[12] Beechcraft also contends that the agency's "unquestioning acceptance" of Sierra Nevada's reduction of its self-assessment risk from 50% to 10% was unreasonable. The RFP required offerors to submit a risk management plan describing the offeror's integrated risk management approach and an initial risk assessment. RFP at 1024. Initially, Sierra Nevada had assessed its risk at 50%, which the Air Force requested Sierra Nevada to mitigate. In response, Sierra Nevada explained that it had been working to mitigate risk throughout source selection and, for the various reasons discussed in its plan to meet MRL 10, above, had reduced its risk to 10%. The record shows that Sierra Nevada's plan provided a detailed description of mitigation steps taken to justify the reduction in their risk rating. Therefore, we see nothing improper in the agency's acceptance of Sierra Nevada's risk assessment.

[13] Beechcraft also alleges that the Air Force improperly failed to adjust Sierra Nevada's price in accordance with the Balance of Payments Program (BOPP). The BOPP establishes a preference for acquiring domestic end products over foreign end products by requiring the government to add a 50 percent price premium to the evaluated price of any foreign end product. Beechcraft asserts that the A-29 should be considered a foreign end product, and that the Air Force failed to add the 50 percent premium. As an initial matter, our review of the record demonstrates that the Air Force reasonably evaluated Sierra Nevada's proposal in this regard and concluded that the A-29, to be manufactured in Jacksonville, FL, with 69.72 percent domestic or qualifying country end products, was a domestic item. Next, although certain Sierra Nevada mission equipment and other required items for the LAS RFP were foreign end products, the record shows that the Air Force sought a determination to waive the BOPP's application to Sierra Nevada's proposal in accordance with waiver provisions set forth in the BOPP. See Defense Federal Acquisition Regulation Supplement § 225.103(a)(i)(B). Ultimately, a determination to waive the requirement was executed by the Secretary of the Air Force on February 27, 2013. See AR, Tab 11.369. In the face of this waiver, the protester has provided our Office with no basis to sustain the protest on this issue.

reduce program risk." AR, Tab 3.37 at 4. In this regard, Beechcraft contends that the RFP did not allow for a tradeoff decision premised on reduction of program risk. Beechcraft makes this contention even as it acknowledges that the RFP stated that "all evaluation factors other than Price, when combined, are significantly more important than Price." RFP at 1016. Specifically, Beechcraft notes that the RFP also stated that the best value decision:

> may result in award to a higher rated, higher priced offeror, where the decision in consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical superiority or superior past performance of the higher price offeror outweighs the price difference.

Id. According to Beechcraft, this RFP provision limits the basis for the best value decision to "technical superiority or superior past performance," and does not allow for a trade-off decision based on risk.

We conclude that the Air Force's best value decision was reasonable and consistent with the RFP. In essence, Beechcraft reads the above-quoted provision of the RFP to remove from the tradeoff analysis any consideration of the mission capability risk ratings. As discussed more fully below, Beechcraft's interpretation of the RFP is unreasonable.

Where a dispute exists as to the meaning of a particular solicitation provision, our Office will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, an interpretation must be consistent with such a reading. Kevcon, Inc., B-406024.3, June 18, 2012, 2012 CPD ¶ 221 at 3. The interpretation that should prevail is the one that gives reasonable meaning to all provisions and does not render any part absurd, surplus or creates conflicts. Canupp Trucking, Inc., B-261127, Feb. 15, 1996, 96-1 CPD ¶ 137 at 4.

In this case, the evaluation under the most important evaluation factor, mission capability, was comprised of two "distinct but related assessments: the Mission Capability Technical Rating and the Mission Capability Risk Rating," which were to have "equal importance for each Mission Capability subfactor." RFP at 1019-20. The RFP explained that the mission capability risk rating would "focus on the weaknesses associated with an offeror's proposed approaches for [mission capability] subfactors 1.1 through 1.5 . . . and includ[e] an assessment of the potential for disruption of schedule, degradation of performance, the need for increased government oversight, and the likelihood of unsuccessful contract performance." RFP at 1025. These RFP provisions demonstrate that the mission capability technical rating and mission capability risk rating were interrelated, integral components of an offeror's evaluation under the mission capability factor.

Beechcraft's preferred interpretation of the RFP would render the mission capability risk rating essentially surplus. In our view, Beechcraft's reading of the RFP is unreasonable. We conclude that both the mission capability technical rating and mission capability risk rating were essential "technical" considerations under the mission capability factor and subfactors, and were appropriately considered in the best value tradeoff decision.[14]

We also find no error in the Air Force's consideration of price. In a best value procurement, it is the function of the SSA to perform a tradeoff between price and non-price factors, to determine whether one proposal's superiority under the non-price factor is worth a higher price. Even where, as here, the non-price factors are significantly more important than price, an agency must meaningfully consider cost or price in making its source selection decision. e-LYNXX Corp., B-292761, Dec. 3, 2003, 2003 CPD ¶ 219 at 7. In selecting a higher-priced proposal, an SSA's decision must be supported by a rational explanation of why the higher-rated proposal is, in fact, superior, and must explain why the proposal's technical superiority warrants paying a price premium. J.R. Conkey & Assocs., Inc. dba Solar Power Integrators, B-406024.4, Aug. 22, 2012, 2012 CPD ¶ 241 at 9. Nevertheless, there is no requirement that the source selection official quantify the value to the agency of the technical superiority of an awardee's proposal. Structural Pres. Sys., Inc., B-285085, July 14, 2000, 2000 CPD ¶ 131 at 7. A protester's argument that the cost premium is simply too large is not sufficient to establish that the tradeoff was unreasonable. See General Servs. Eng'g, Inc., B-245458, Jan. 9, 1992, 92-1 CPD ¶ 44 at 11 (tradeoff reasonable where agency determined that technical superiority of awardee's proposal was sufficient to offset 125 percent higher cost).

Here, the SSA reported in the selection document that he based his decision on briefings from the source selection evaluation team, discussions with the source selection advisory council, the source selection evaluation team's final report, the source selection advisory council's proposal analysis report, discussion with the aircraft technical requirements subfactor chief and review of his assessments, and the SSA's own "significant experience in aeronautical engineering, program management, and flight operations." AR, Tab 3.37 at 3. Contrary to Beechcraft's allegation, the selection document and other documents on which it relies are replete with rationale explaining why Sierra Nevada's higher-priced proposal was

[14] This interpretation is also consistent with prior conclusions of our Office that evaluating the risk associated with an offeror's proposed technical approach is generally appropriate, whether or not risk is specifically stated as an evaluation factor, because consideration of risk is inherent in the evaluation of technical proposals. See, e.g., Communications Int'l, Inc., B–246076, Feb. 18, 1992, 92-1 CPD ¶ 194 at 6.

considered superior, and worth the $136.5M price difference. Specifically, the proposal analysis report states that

> While the price difference is a significant consideration, it and the additional strength assessed to [Beechcraft] are outweighed by the High risk assigned to [Beechcraft's] proposal in Subfactor 1.1, which is the most heavily weighted Subfactor within the most important Factor . . . the SSAC concludes that it is unlikely the USG will meet Agency needs articulated in the RFP through selection of the lower priced offer.

AR, Tab 3.36 at 49-50. The proposal analysis report further itemized multiple potential negative consequences associated with a failure to achieve the RFP requirements--noting that failure to timely deliver a compliant aircraft would jeopardize "overall U.S. defense policy and strategy with respect to Afghanistan," and "[r]equire the U.S. to pay for and/or retain expanded support in Afghanistan." Id. at 50.

As detailed above, the SSA concluded that Beechcraft's high risk approach had "such potentially serious and profound program consequences that I would be willing to pay more than the $136.5M price difference in order to reduce program risk." AR, Tab 3.37 at 4. The SSA also noted that the identified potential consequences of Beechcraft's high risk rating "would have serious negative impacts on the central objectives of the [LAS] program," and were "particularly troubling given the potential impact of [flight] restrictions on the aircraft's SRD compliance at MTC and on Mentor Operation." Id. On this record, we conclude that the SSA provided a reasonable explanation of why Sierra Nevada's higher-priced proposal was viewed as superior to Beechcraft's proposal, and explained why the lower risk associated with Sierra Nevada's proposed approach warranted payment of a price premium.

The protest is denied.

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