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Decision

Matter of: General Dynamics Information Technology, Inc.

File: B-418533

Date: June 11, 2020

Noah B. Bleicher, Esq., Carla J. Weiss, Esq., Matthew L. Haws, Esq., Marc A. Van Allen, Esq., and Sati Harutyunyan, Esq., Jenner & Block LLP, for the protester. James J. McCullough, Esq., Michael J. Anstett, Esq., Christopher Bell, Esq., Katherine L. St. Romain, Esq., Fried, Frank, Harris, Shriver & Jacobson LLP, and J. Scott Hommer, III, Esq., Rebecca E. Pearson, Esq., Emily A. Unnasch, Esq., Christopher G. Griesedieck, Esq., and Taylor A. Hillman, Esq., Venable LLP, for Leidos, Inc., the intervenor.

John McHugh, Esq., and Libbi Finelsen, Esq., Department of the Navy, for the agency. Sarah T. Zaffina, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's conduct of discussions is denied where the agency's discussions were meaningful and as a result, the agency was not required to reopen discussions because deficiencies in the proposal arose for the first time after the submission of final proposal revisions.

DECISION

General Dynamics Information Technology, Inc. (GDIT), of Falls Church, Virginia, protests the award of a contract to Leidos, Inc., of Reston, Virginia, under request for proposals (RFP) No. N00039-18-R-0005, issued by the Department of the Navy, Naval Information Warfare Systems Command (NAVWAR), for the critical supplies and services necessary to operate the Navy's enterprise-wide information technology (IT) networks.¹ GDIT challenges the agency's conduct of discussions.

¹ On June 3, 2019, the Navy changed the name of the Space and Naval Warfare Systems Command to the Naval Information Warfare Systems Command (NAVWAR). Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 1 n.1.

We deny the protest.

BACKGROUND

The Navy operates one of the largest combined IT networks in the world, comprised of the Navy Marine Corps Intranet (NMCI), the Outside Continental United States (OCONUS) Navy Enterprise Network (ONE-Net), the Marine Corps Enterprise Network (MCEN), and other legacy networks.² AR, Tab 1, Conformed RFP attach. J-1 Performance Work Statement (PWS) at 1. Together, NMCI, ONE-Net, and MCEN, provide secure end-to-end IT services to over 430,000 hardware devices and 650,000 users at over 1,600 sites in the Continental United States (CONUS), Hawaii, Alaska, Puerto Rico, and many OCONUS sites, varying from installations to single user locations. *Id.* This procurement is for the Next Generation Enterprise Network Re-Compete (NGEN-R) Service, Management, Integration, and Transport (SMIT) solicitation. COS/MOL at 2.

The NGEN-R contract will provide “services that implement an enterprise-wide capability for effective and integrated operations, oversight, responsibility, and accountability for the NMCI and the MCEN, incorporate the ONE-Net into a converged enterprise IT services business model, and support [Department of Defense] (DOD) Agency/military department[]convergence to the same enterprise IT services business model albeit in separate management domains” for the Navy and Marine Corps. PWS at 1. The NMCI and MCEN systems will each integrate operations within their respective management domains and align all current and future IT and cyber-enabled initiatives, while simultaneously allowing for end-to-end reporting, management, and defense of the DOD Information Networks. PWS at 2-3.

Contract services are divided into seven areas: productivity, user support, transport services, cloud computing services, network operations, IT service management, and enabling activities. PWS at 3. Relevant to this protest is the enabling activities service area; specifically, maintenance tasks planned under logistics management. See PWS § 3.3.7.4.1 at 156-157. Logistics management includes the personnel, processes, and tools required to sustain all services and associated NMCI and MCEN infrastructure. *Id.* § 3.3.7.4. Maintenance tasks encompass planning, communication, and execution of preventive and corrective actions for all property, whether contractor-owned or contractor-assigned government furnished property (GFP), including hardware and software. *Id.* § 3.3.7.4.1.

The RFP was issued on an unrestricted basis on October 18, 2018, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15. COS/MOL at 4. The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity

² The RFP was amended fifteen times. Agency Report (AR) Tab 1, Conformed RFP at 2-29. Unless otherwise noted, all references to the RFP are to the conformed, last amended solicitation.

contract under which fixed-price and cost-reimbursable task orders would be placed during a 5-year base period with three 1-year options. AR, Tab 1, RFP at 30-218, 418, 430, 540. Contract award would be made on a best-value tradeoff basis, based on six evaluation factors: gate criteria, technical approach, management approach, past performance, transition approach, and cost/price. RFP §§ M-1 at 533, M-3 at 536.

The government would first evaluate proposals under the gate criteria factor on an acceptable/unacceptable basis. RFP § M-1(d). Proposals rated acceptable would be evaluated under the other factors. *Id.*

Technical approach was more important than management approach, which was more important than past performance; together these factors were significantly more important than cost/price. RFP § M-1(f)(1) at 534. The technical and management factors were comprised of subfactors of equal importance, which would be assigned adjectival ratings, whereas the transition approach factor and its subfactors were to be evaluated on an acceptable/unacceptable basis.³ RFP § M-1(f)(1) and (2). Management approach subfactors were program management plan, network operations, tools management and data access, and supply chain risk management. A proposal receiving an unacceptable rating for any technical approach or management approach subfactor would be determined ineligible for award and the evaluation of the proposal would immediately cease, which might result in only a partial evaluation of the proposal. RFP §§ M-1(e), M-1(f)(2), M-2.2(b). The government would also consider the consistency of the proposed approach with the offeror's basis of estimate (BOE) as set forth in its cost/price proposal. RFP § M-1(g).

With regard to the BOE, the solicitation instructed offerors to include a narrative and supporting workbooks that would be used to establish offerors' proposed cost/prices. RFP amend. 9 § L-4(f)(3)(i). The RFP provided that offerors' cost/price proposals would be evaluated for completeness, reasonableness, realism, and unbalanced pricing. RFP § M-3(f).

Three offerors, including GDIT (an incumbent) and Leidos, submitted proposals by the January 24, 2019, closing date.⁴ See AR, Tab 2, RFP amend. 9 at 510; AR, Tab 41, Final Source Selection Evaluation Board (SSEB) Report at 5. The agency's technical evaluation team evaluated the non-cost/price proposals in accordance with the rating scheme set forth in the RFP. COS/MOL at 6-7. The evaluators identified strengths, weaknesses, significant weaknesses, deficiencies, and areas within the transition approach that did not meet solicitation requirements. *Id.* at 7. The evaluators also

³ Adjectival ratings for the technical approach and management approach subfactors were: outstanding, good, acceptable, marginal, and unacceptable. RFP § M-2.2(b)

⁴ GDIT is the incumbent contractor operating and maintaining the ONE-Net, which will converge with NMCI in this contract; the enterprise IT baseline will retain the NMCI name. Protest at 3 n.2; PWS at 1.

identified cost/price findings associated with the initial proposals. *Id.*; AR, Tab 99, Supp. Docs. Produced Apr. 9, 2020, Initial Cost Price Evaluation Board (CPEB) Report at 1.

Following the initial evaluation, the agency established a competitive range that included all three proposals and entered into discussions with the offerors. AR, Tab 15, Competitive Range Determination. On July 15, 2019, the agency provided offerors with evaluation notices (EN) advising them of proposal areas requiring correction, explanation, and/or additional information. COS/MOL at 7; see e.g., AR, Tab 16, GDIT EN Letter; AR, Tab 17, GDIT Technical EN; AR, Tab 18, GDIT Cost/Price EN. As relevant to this protest, the Navy notified GDIT that its proposal had one deficiency and three weaknesses for subfactor 2.2: network operations. AR, Tab 17, GDIT Technical EN; AR, Tab 99, Supp. Docs. Produced Apr. 9, 2020, Initial SSEB Report at 43-54. In addition, the cost/price evaluation team identified 137 findings pertaining to GDIT's initial proposal. AR, Tab 18, GDIT Cost/Price EN; see also AR, Tab 99, Supp. Docs. Produced Apr. 9, 2020, Initial CPEB Report.

During discussions, the agency amended the solicitation six times (as addressed in more detail below), and the three offerors submitted their final proposal revisions (FPR) by the September 12, 2019 deadline. AR, Tab 41, Final SSEB Report at 1-2; see generally COS/MOL at 10-27.

The Navy identified three deficiencies in GDIT's proposal under the network operations subfactor, and determined that the proposal did not meet the solicitation requirements. Final SSEB Report at 13-17. Pursuant to the evaluation criteria, a proposal was to be rated unacceptable if it "does not meet requirements and contains one or more deficiencies." RFP § M-2.2(b) at 535. Consequently, GDIT's proposal was rated unacceptable and the agency ceased evaluating GDIT's FPR; the only subfactor that received a rating was subfactor 2.2: network operations. Final SSEB Report at 13.

On February 5, 2020, the Navy notified GDIT that it had awarded the contract to Leidos at a potential total cost of \$7,729,639,286, if all options were exercised. AR, Tab 36, Contract Award Notice. The award notice also informed GDIT that its proposal had received an unacceptable rating for the network operations subfactor and was deemed deficient, and thus, not included in the agency's best-value tradeoff analysis. *Id.* Subsequently, GDIT requested and received a debriefing from the agency, which included several rounds of question-and-answer exchanges. COS/MOL at 38-39. The debriefing concluded on February 21, and this protest followed.

DISCUSSION

GDIT challenges the agency's conduct of discussions. Specifically, GDIT argues the discussions were not meaningful because the agency failed to apprise GDIT of its concerns related to an incorrect assumption in GDIT's initial proposal. Protest at 14-18. GDIT also contends that discussions were misleading, and claims it would have revised its proposal to resolve the Navy's concerns if the agency had properly identified the issues. *Id.* at 20-22, 25-26. While our decision does not address every argument

raised, we have considered all of GDIT's allegations, and based on our review of the record, we find no basis to sustain GDIT's protest.

We begin our analysis by providing additional background information pertaining to the solicitation requirements and the agency's evaluation of GDIT's proposal. At the time initial proposals were due, the RFP provided for the contractor to perform various enumerated logistics management maintenance tasks, which were set forth at PWS § 3.3.7.4.1 and included the following:

- c. Plan and execute preventive maintenance and corrective repairs of assigned GFP [government furnished property].⁵
- d. Provide all required personnel, parts, consumables, tools, and support/test equipment to perform all required repairs to GFP.

* * *

- f. Describe the impact of maintenance actions in change tickets, in accordance with the Change Management, Release Management, and Deployment Management processes.

RFP amend. 9, PWS § 3.3.7.4.1 at 156.⁶

At the time initial proposals were due, under the network operations subfactor, the RFP instructed offerors to describe their approach to enterprise service operations for the Navy management domain with regard to conducting maintenance activities on GFP. AR, Tab 2, RFP amend. 9 § L-4(c)(2)(i) at 517 (referencing PWS 3.3.7.4.1.c and PWS 3.3.7.4.1.f.).

Proposals were to be evaluated on the degree to which the offeror's approach demonstrates:

- a. The ability to monitor the infrastructure, identify and respond to events, and mitigate impact to network operations.

⁵ The solicitation requires the contractor to support thousands of IT assets (*e.g.*, desktop computers, servers, routers, and firewalls) and non-IT assets (*e.g.*, electrical, HVAC, and fire suppression systems) at numerous locations around the world. AR, Tab 1, RFP attach. J-5, GFP List.

⁶ During the course of the NGEN-R procurement, the Navy's requirements evolved and the solicitation was amended to reflect these changes; at the time initial proposals were due, the RFP had been amended nine times. RFP amendments 1 through 8 are not relevant to this protest.

- b. The ability to provide Situational Awareness via dashboards and analytics and how its approach improves network operations.
- c. An understanding of the critical role robust and reliable contractor support plays in defending the MCEN, and the Offeror's ability to continually deliver [United States Marine Corps (USMC)] labor support services within the [Service Level Requirements (SLRs)].

RFP amend. 9 § M-3(c)(2) at 531.

The RFP required offerors to submit proposals that correlated directly with the specific proposal instructions, warning that failure to submit a proposal in the manner prescribed could result in exclusion of the proposal from the competition. RFP amend. 9 § L-2(b) at 509. In essence, offerors only needed to address enumerated sections of the PWS in their proposals. COS/MOL at 8.

Because PWS section 3.3.7.4.1.d, providing required personnel, parts, consumables, tools, and support/test equipment for GFP, was not referenced in the proposal submission instructions, offerors were not required to address these items in their initial proposals. Hence, the initial evaluation included no technical findings with regard to providing the items enumerated in this section. COS/MOL at 8; see Initial SSEB Report at 43-54.

Also relevant to this protest, the RFP requires the contractor to perform data center services tasks, which include technology and critical infrastructure activities supporting the operations and maintenance of data centers and IT services. PWS § 3.3.5.2 at 101. This encompasses managing all the processes, products, and operations guaranteeing future and current solutions are sustained and successfully implemented. *Id.* At the time initial proposals were submitted, the solicitation included a list of the GFP IT equipment necessary to perform PWS section 3.3.5.2, data center services. AR, Tab 2, RFP amend. 9, attach. J5, GFP List; COS/MOL at 9.

The solicitation did not require offerors to address data center services in their proposals. See RFP amend. 9 § L-4(c)(2) at 517. However, as part of the cost/price evaluation, the Navy evaluated a contract line item number (CLIN 0019) for data center operations. RFP amend. 9 at Table M-1. Under CLIN 0019, the SMIT contractor provides maintenance support functions, including the management of products. RFP amend. 9 at 357; RFP amend. 9, PWS § 3.3.5.2. During the Navy's initial evaluation of cost/price proposals, the evaluators identified and documented a finding that GDIT included an incorrect assumption within its cost/price methodology for CLIN 0019. AR, Tab 18, GDIT Cost/Price EN at No. 69. This finding, which was included in the cost/price ENs and submitted to GDIT when discussions opened, provided as follows:

GDIT states, 'The Government will provide the repair parts and spares needed to maintain equipment[.]' This is incorrect. In accordance with PWS section 3.3.5.2, Data Center Services, the Offeror's proposed price

must include the preventative maintenance on all non-IT assets listed in Attachment J-5.

Id. The Navy gave GDIT an opportunity to seek clarifications; however, GDIT did not do so and the Navy provided no further information about this finding. AR, Tab 21, GDIT Cost/Price EN Clarifications at No. 69; AR, Tab 23, GDIT Cost/Price EN Government Response Final at No. 69.

After the Navy opened discussions, it amended the solicitation several more times before requesting FPRs. In conjunction with each amendment, the agency afforded offerors the opportunity to ask questions, to which the agency responded. See COS/MOL at 10-27 (agency's detailed timeline and description of amendments, questions, and answers). On August 26, 2019, the Navy closed discussions and issued amendment 013, seeking FPRs from offerors due September 12.⁷ AR, Tab 31, GDIT FPR Letter.

When FPRs were due, the solicitation requirements pertaining to the network operations subfactor had changed, with offerors now required to describe their approach to “[c]onducting maintenance activities in accordance with PWS 3.3.7.4.1.c-d and PWS 3.3.7.4.1.g.” RFP § L-4(c)(2)(i) (emphasis added). As revised, PWS section 3.3.7.4.1 required the SMIT contractor to:

- c. Maintain IT Assets:
 - i. Establish and manage Hardware maintenance agreements.
 - ii. Plan and execute preventive maintenance and corrective repairs of assigned GFP IT Assets as identified in, but not limited to, Navy Government Furnished Property listing (Attachment J-5).
 - iii. Provide all required personnel, parts, consumables, tools, and support/test equipment to perform all required maintenance and repairs.
 - d. Maintain Non-IT assets:
 - i. Plan and execute preventive maintenance and corrective repairs of all Non-IT Assets as identified in, but not limited to, Navy Government Furnished Property listing (Attachment J-5).
 - ii. Provide all required personnel, parts, consumables, tools, and support/test equipment to perform all required maintenance and repairs to Non-IT assets.
- * * *
- g. Describe the impact of maintenance actions in change tickets, in accordance with the Change Management, Release Management, and Deployment Management processes.

⁷ Solicitation amendments 14 and 15 are not relevant this protest.

PWS § 3.3.7.4.1 at 158.

The criteria for evaluating proposals under the network operations subfactor did not change from RFP amendment 9 to RFP amendment 15. *Compare* RFP amend. 9 § M-3(c)(2), *with* RFP § M-3(2).

The SSEB evaluated GDIT's FPR and assigned three deficiencies under the network operations subfactor.⁸ Final SSEB Report at 14-17. All three deficiencies were related to GDIT's stated approach for monitoring infrastructure, identifying and responding to events, and mitigating the impact to network operations. *Id.* at 14; RFP § M-3(c)(2)(i) at 537.

The agency assessed the first deficiency to GDIT's proposal because the firm failed to describe its approach to enterprise service operations maintenance activities, including providing "all required personnel, parts, consumables, tools, and support/test equipment" for IT assets. Final SSEB Report at 14-15. The evaluators found that although GDIT's technical proposal referenced the PWS section for maintaining IT assets, the proposal did not describe GDIT's approach to providing the required parts, consumables, tools, and support/test equipment for IT assets. *Id.* at 14. As part of its evaluation, the SSEB also considered GDIT's unpriced BOE narrative for additional insight into its approach. *Id.* at 14-15; *see* RFP § M-2(g). The evaluators determined that the unpriced BOE narrative and referenced CLINs "did not provide any additional insight into GDIT's approach that could be considered in evaluating this requirement in response to RFP section L-4(f)(3)(iii)." Final SSEB Report at 15. Accordingly, the Navy found that GDIT's failure to demonstrate an approach to provide all the required parts, consumables, tools, and support/test equipment to perform the required maintenance activities "increases the risk of unsuccessful contract performance to an unacceptable level" and warranted a deficiency. *Id.*

The agency assessed a second deficiency because GDIT's proposal included an assumption that the government would provide equipment needed to maintain IT assets. Final SSEB Report at 15-16. The RFP warned offerors that the government would not consider alternate proposals and, relevant here, if an offeror "includes conditions in its proposal with assumptions that take exception to the RFP," the government may deem the proposal unacceptable and ineligible for award. RFP § L-2(e). GDIT's unpriced BOE narrative under CLIN 0019 Data Center Operations includes the assumption that "[t]he Government will provide the repair parts and spares needed to maintain IT equipment." AR, Tab 13, GDIT FPR Unpriced BOE Narrative Part 1 at 228. The Navy determined that GDIT's assumption took exception to the RFP

⁸ A deficiency is defined as "a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level." RFP § M-2.1(a)(8); *see also* FAR 15.001.

by explicitly stating that GDIT would not provide all required parts, consumables, tools, and support/test equipment for IT assets. Final SSEB Report at 16.

The agency assessed a third deficiency to GDIT's proposal. This third deficiency was similar to the first deficiency assessed against the GDIT proposal; however, the agency assessed this deficiency based on GDIT's failure to address its approach to non-IT assets. *Id.* The evaluators determined that GDIT failed to demonstrate its approach to maintenance activities and providing all required, parts, consumables, tools, and support/test equipment for non-IT assets. Final SSEB Report at 16-17. While GDIT's technical proposal referenced the maintenance of non-IT assets that the PWS section required, the SSEB found that GDIT's proposal did not describe its approach to providing parts for non-IT assets. *Id.* at 16. Furthermore, a review of GDIT's unpriced BOE narrative did not provide additional insight into GDIT's approach to providing all required parts, consumables, tools, and support/test equipment that could be considered in evaluating this requirement. *Id.* at 17.

Based on the foregoing deficiencies the agency determined that GDIT's proposal warranted an unacceptable rating under the network operations subfactor and ceased evaluating GDIT's proposal. *Id.* at 14, 17.

GDIT argues that the Navy failed to conduct meaningful discussions by failing to identify the assumption in its initial proposal that the government would provide the repair parts and spares needed to maintain equipment as a technical deficiency during the EN process. The protester contends that if the agency had properly advised it that the assumption was inaccurate, it would have revised its proposal so that none of the deficiencies would have been assigned. In response, the Navy states GDIT's failure to address amended solicitation requirements introduced three deficiencies in its revised proposal. COS/MOL at 39-42. The agency contends it was not required to advise GDIT of the deficiencies during discussions because the deficiencies were first introduced in its FPR. *Id.* at 42-48.

Agencies have broad discretion to determine the content and extent of discussions, and we limit our review of the agency's judgments in this area to a determination of whether they are reasonable. *InfoPro, Inc.*, B-408642.2, B-408642.3, Dec. 23, 2014, 2015 CPD ¶ 59 at 9. When an agency engages in discussions with an offeror, the discussions must be meaningful, that is, sufficiently detailed so as to lead an offeror into the areas of its proposal requiring amplification or revision in a manner to materially enhance the offeror's potential for receiving the award. FAR 15.306(d); *Cubic Simulation Sys., Inc.*, B-410006, B-410006.2, Oct. 8, 2014, 2014 CPD ¶ 299 at 12. The requirement that discussions be meaningful, however, does not obligate an agency to spoon-feed an offeror or to discuss every area where the proposal could be improved. FAR 15.306(d)(3); *Insignia-Spectrum, LLC*, B-406963.2, Sept. 19, 2012, 2012 CPD ¶ 304 at 5. The degree of specificity required in conducting discussions is not constant and is primarily a matter for the procuring agency to determine. *Kathpal Techs., Inc.*, B-291637.2, Apr. 10, 2003, 2003 CPD ¶ 69 at 3.

Moreover, agencies are not required to reopen discussions to afford an offeror an additional opportunity to revise its proposal where a weakness or deficiency is first introduced in the firm's revised proposal. *Research Analysis & Maint., Inc.*, B-410570.6, B-410570.7, July 22, 2015, 2015 CPD ¶ 239 at 10 (finding discussions unobjectionable where proposal defect was introduced due to a solicitation amendment issued simultaneously with discussions); *OMNIPLEX World Servs. Corp.*, B-406251, B-406251.2, Mar. 14, 2012, 2012 CPD ¶ 113 at 6-7 (finding no obligation for agency to reopen discussions after a solicitation amendment).

The RFP provided specific instructions about proposal content and it was clear from the solicitation that the Navy's evaluation would be limited to the PWS sections specified in the instructions provided in section L of the solicitation. At the time of the initial evaluation, the RFP instructions under subfactor 2.2: network operations only required offerors to describe their approach to "[p]lan and execute preventive maintenance and corrective repairs of assigned GFP." RFP amend. 9 § L-4(c)(2)(i)(c); RFP amend. 9, PWS § 3.3.7.4.1.c at 157. The solicitation did not require offerors to describe their approach to providing parts, consumables, tools, and support/test equipment for either IT assets or non-IT assets, and the agency did not evaluate offerors' approaches to providing these items. Essentially, the deficiencies did not exist when the Navy evaluated GDIT's initial proposal and therefore, there was no basis for the Navy's concerns related to the GDIT's deficiencies to be raised as part of discussions.

After the solicitation was amended, and at the time FPRs were due, offerors were instructed to describe their approach to providing parts, consumables, tools, and support/test equipment for IT assets and non-IT assets. RFP § L-4(c)(2)(i)(c); PWS §§ 3.3.7.4.1.c-d. It was incumbent upon offerors to submit revised proposals that addressed the amended solicitation. GDIT's revised proposal did not explain its approach to providing the required parts, consumables, tools, and support/test equipment for IT assets and non-IT assets. AR, Tab 13, GDIT FPR Vol. 2, Management Approach, Subfactor 2.2 at 11-13. The three deficiencies GDIT received arose for the first time after the submission of FPRs, and the Navy was under no obligation to reopen discussions.⁹ *Research Analysis & Maint., Inc.*, *supra*.

⁹ GDIT also claims that by failing to provide it with additional ENs after the solicitation was amended, the Navy failed to comply with the Department of Defense FAR Supplement (DFARS) 215.306, Exchanges with Offerors. Protest at 24-25. This section of the DFARS provides that contracting officers should conduct discussions in acquisitions with an estimated value of \$100 million or more. The protester cites no legal authority in support for its argument, which is essentially that where an agency amends the terms of a solicitation after conducting discussions, section 215.306 of the DFARS requires the agency to reopen discussions. As a result, this protest ground is dismissed because GDIT has not "[s]et forth a detailed statement of the legal and factual grounds of protest" supporting its claim that the Navy violated its obligations under DFARS 215.306. See 4 C.F.R. §§ 21.1(c)(4), 21.1(f).

With respect to the second deficiency, GDIT asserts that its mistaken assumption that the government would provide repair and spare parts for IT equipment related to data center operations services (CLIN 0019 and PWS § 3.3.5.2) was apparent in its initial proposal. Protest 16-18. GDIT argues, therefore, that because this assumption existed in its initial proposal, and none of the solicitation amendments materially changed the requirement to which the assumption was found to have taken exception, the Navy was required to inform GDIT of its concerns during discussions. Comments at 7-8.

In a related argument, GDIT argues that discussions were misleading because the agency only raised concerns about its mistaken assumption with regard to pricing and not its technical approach. Protest at 20-22. The Navy, however, disputes GDIT's contention that discussions were misleading, arguing that the Navy specifically notified GDIT its assumption was "incorrect." COS/MOL at 48-53. The record demonstrates that the agency specifically informed GDIT during discussions that the protester's assumption was incorrect; as a result, we do not think that the agency's discussions were misleading.

As mentioned above, when an agency engages in discussions, they must be meaningful and lead an offeror to areas of its proposal requiring amplification or revision to materially enhance the offeror's potential for receiving the award. FAR 15.306(d); *Cubic Simulation Sys., Inc., supra*. A contracting officer is not required to discuss every area where the proposal could be improved in order for the discussions to be meaningful, and the precise content of discussions is largely a matter of the contracting officer's judgment. *Engility Corp., B-413120.3 et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 8. The agency need not furnish information in any particular form or manner, provided that it finds some means which reasonably communicates the nature and gravity of its concerns. *Aerostat Servs. P'ship, B-244939, B-244939.2*, Jan. 15, 1992, 92-1 CPD ¶ 71 at 6.

Here, the record establishes that the agency led GDIT into the areas of its proposal requiring amplification or revision during discussions. The RFP instructed offerors to submit unpriced BOE narratives in their cost/price proposals, which the agency would consider for consistency with the proposed technical approach. RFP § L-4(f)(3)(i); RFP § M-1(g). In GDIT's BOE narrative under CLIN 0019 for data center operations services, GDIT set forth its assumption that the government would provide parts for IT equipment. AR, Tab 12, GDIT Initial BOE Narrative Part 1 at 236-237. During discussions, the agency explicitly stated in EN No. 69 that GDIT's assumption was incorrect. AR, Tab 18, GDIT Cost/Price EN at No. 69.

Specifically, the Navy advised "GDIT states, 'The Government will provide the repair parts and spares needed to maintain equipment[.]' This is incorrect. In accordance with PWS section 3.3.5.2, Data Center Services, the Offeror's proposed price must include the preventative maintenance on all non-IT assets listed in Attachment J-5." *Id.* While discussions were ongoing, the Navy afforded GDIT the opportunity to seek clarifications; with respect to EN No. 69, GDIT did not do so. AR, Tab 20, GDIT Cost/Price EN Clarifications at No. 69 ("No additional clarification required."); AR,

Tab 23, GDIT Cost/Price EN Government Response Final at No. 69. Accordingly, the plain language of the agency's finding is sufficient to place GDIT on notice of the agency's concerns with respect to the protester's assumption. See *Northstate Heavy Equip. Rental*, B-416821, Dec. 19, 2018, 2018 CPD ¶ 430 at 5 (denying allegation that discussions were misleading where the plain language of the agency's negotiation memorandum advised the firm that its proposed price was "too high").

Notwithstanding the agency's finding that GDIT's assumption was incorrect, GDIT contends that the Navy failed to provide sufficient notice of the agency's concern because EN No. 69 related to pricing parts and not providing them. We are unpersuaded. The agency is not obligated to spoon-feed an offeror or to discuss every area where the proposal could be improved. FAR 15.306(d)(3); *Insignia-Spectrum, LLC*, B-406963.2, Sept. 19, 2012, 2012 CPD ¶ 304 at 5. On this record, we conclude that the agency reasonably informed GDIT that its assumption was incorrect, and thereby, the Navy adequately led GDIT into the area of its proposal requiring revision. Accordingly, we deny GDIT's protest that discussions were misleading and not meaningful.

We also find unpersuasive GDIT's argument that the agency was required to reopen discussions after the submission of FPRs, and after offerors introduce new deficiencies into their proposals as a result of solicitation amendments. As explained above, the agency specifically put offerors on notice that revised proposals should address the amended solicitation. Discussions were on-going during the amendment process and offerors were able to seek clarifications about the amendments. Despite acknowledging receipt of the amendments, GDIT did not submit a proposal that addressed the amended solicitation. AR, Tab 26, GDIT Amend. 11 Notification Receipt; AR, Tab 29, GDIT Amend. 12. It is well established that offerors are responsible for submitting well-written proposals, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements. *Calibre Sys., Inc.*, B-414301.3, Sept. 20, 2017, 2017 CPD ¶ 305 at 5. The Navy was not required to reopen discussions with GDIT to address deficiencies arising after FPRs were received. *OMNIPLEX World Servs. Corp.*, *supra*.

In conclusion, we find reasonable the agency's conduct of discussions. We also disagree that GDIT's proposal deficiencies were the result of flawed discussions.

The protest is denied.

Thomas H. Armstrong
General Counsel