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Decision

Matter of: Adams Communication & Engineering Technology, Inc.

File: B-419052; B-419052.2; B-419052.3

Date: December 3, 2020

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Paula A. Williams, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the reasonableness of an agency's evaluation of the offerors' technical approach is denied where the agency's evaluations were reasonable and consistent with the solicitation and did not reflect unequal treatment.
 2. Protest that the agency failed to conduct meaningful discussions is denied where discussions identified all deficiencies, significant weaknesses and weaknesses in the protester's proposal and were not misleading.
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DECISION

Adams Communication & Engineering Technology, Inc. (Adams), of Reston, Virginia, protests the issuance of a task order to Leidos, Inc., of Reston, Virginia, by the Department of the Army, Army Contracting Command, Aberdeen Proving Ground, under task order request for proposal (TORFP) No. RS3-19-0005, for contractor logistics support services. The task order is for contractor operations and logistics support services for Special Operations Command (SOCOM) tactical airborne multi-sensor platforms (STAMP). Adams, the immediate incumbent contractor, alleges that the agency unreasonably evaluated its proposal, failed to conduct meaningful discussions, treated the protester and the awardee disparately in the evaluation and made an unreasonable task order award decision.

We deny the protest.

BACKGROUND

The Army issued the TORFP¹ on September 16, 2019, to 210 holders of the Army's Responsive Strategic Sourcing for Services multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract, under the fair opportunities provisions of Federal Acquisition Regulation (FAR) section 16.505. TORFP at 2; Contracting Officer Statement and Memorandum of Law at 2. The Army's Project Manager Sensors-Aerial Intelligence Office has a current requirement to provide manned aerial intelligence, surveillance, and reconnaissance for SOCOM in support of overseas contingency operations. The requirement includes continued support for multiple intelligence capabilities, including but not limited to electro-optical/infra-red (EO/IR) imagery intelligence, signals intelligence (SIGINT) in support of aerial-based intelligence collection, aerial-reconnaissance support team training, training for airborne sensor operators (ASO), and operations and sustainment (O&S) of aircraft platforms² for SOCOM. Contracting Officer Statement and Legal Memorandum at 2.

As amended, the solicitation sought proposals for follow-on contractor provided operations and logistics support services for the STAMP. TORFP at 1. Under the performance work statement (PWS), the successful offeror³ is to provide logistics support within the continental United States (CONUS) and OCONUS that includes mission planning, aircraft operations, primary mission equipment (PME) operations, aircraft and PME maintenance and sustainment, system integration, installation upgrades, engineering services, system deployment, and relocation and demobilization support for both CONUS and OCONUS operations. Agency Report (AR) exh. 19, PWS at 2. Other contractor provided support includes providing qualified pilots, ASOs, aircraft mechanics, technicians, PME technicians, and site leads at two OCONUS sites to support Central Command (CENTCOM) and Africa Command (AFRICOM). *Id.*

¹ All citations to the TORP are to the conformed copy provided by the agency at exhibit 9 of the agency's report.

² The platforms to be supported include the King Air 300 and De Havilland Canada Dash (DHC) 8-202 aircraft, EO/IR sensors, other intelligence, surveillance and reconnaissance (ISR) equipment, and communication/networking suites. Contracting Officer Statement and Memorandum of Law at 2. The King Air 300 aircraft, referred to as STAMP 1-3, are located outside the continental United States (OCONUS) at Site 1, and the DHC-8-202 aircraft, referred to as STAMP 4-5, are located OCONUS at Site 5. AR exh. 19, PWS at 50.

³ Although firms that compete for task orders under IDIQ contracts are generally referred to as "vendors," the record and the parties' briefing primarily use the term "offerors." For the sake of consistency, we refer to the firms that competed for the task order as offerors.

The solicitation instructed offerors to submit their proposals in two parts. TORFP at 6-7. The first part was due by October 16, 2019, and included Volume 1, corporate experience. The second part was due November 6, and included Volume 2, technical approach, Volume 3, cost proposal, and Volume 4, small business participation plan. *Id.* In Volume 1, corporate experience, the offeror was to provide a detailed corporate experience narrative describing the recency and relevancy of its contract references. *Id.* at 8-10. In Volume 2, technical approach, the offeror was to provide a technical approach narrative that correlates with the PWS and work breakdown structure; a sub-volume addressing the offeror's responses to three hypothetical execution examples, designated as execution example 1, execution example 2, and execution example 3,⁴ *id.* at 14-16; a sub-volume addressing the offeror's transition plan; and a sub-volume addressing the offeror's property management plan. *Id.* at 16-17.

Volume 3, the cost proposal, required the submission of a cost narrative, a sub-volume that included a completed cost workbook, and a sub-volume of the offeror's basis of estimate that included the offeror's rationale/methodology to support its direct labor hours broken out by clearly identified labor categories. *Id.* at 17-23. Offerors were cautioned that their basis of estimate labor hours and labor categories were to align with the offerors' proposed technical approach. *Id.* at 22. If the basis of estimate did not align with the offeror's technical approach, the agency would not be able to fully evaluate the cost/price proposal and the proposal would be considered ineligible for award. *Id.* at 23. In Volume 4, the small business participation plan, the solicitation instructed offerors to describe how their proposed approach meets or exceeds the small business participation goal for this procurement. *Id.*

The solicitation anticipated issuance of a task order with cost-plus-fixed-fee line items and cost no-fee line items for material, travel, other direct costs (ODCs) and Defense Base Act (DBA) insurance for a base year (including transition), four 1-year option periods, and a 6-month continuation of services option in accordance with the provisions of FAR clause 52.217-8 (Option to Extend Services). *Id.* at 3. Award was to be made on a best-value tradeoff basis, considering cost/price and three non-cost/price factors: (1) corporate experience; (2) technical approach; and (3) small business participation. The technical approach factor was significantly more important than cost/price. *Id.* at 24.

⁴ The purpose of the execution examples was to provide insight into the offeror's understanding of possible scenarios that might occur during performance of the task order. TORFP at 14. Execution example 1, required offerors to propose a solution to a hub and spoke operation at a new spoke location. *Id.* at 14-15. Execution example 2, required offerors to propose a solution to implement engineering changes to upgrade software on the STAMP aircraft. Execution example 3, required offerors to propose a solution to implement engineering changes to mount a radar on the STAMP aircraft. *Id.* at 15-16.

The solicitation stated that the corporate experience and small business participation plan factors would be evaluated on an acceptable/unacceptable basis. *Id.* at 25, 28. Under the technical approach factor, proposals would be assigned adjectival ratings of outstanding, good, acceptable, or unacceptable based on an assessment of deficiencies, significant strengths, strengths, weaknesses, and significant weaknesses.⁵ *Id.* at 26-27. An unacceptable rating under the non-cost/price evaluation factors was defined as the proposal “does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is high and therefore unacceptable.” *Id.* at 26. Proposals rated unacceptable under any of the non-cost factors or subfactors would not be considered for award. *Id.* Finally, and as relevant here, proposals evaluated as unacceptable under either the technical approach factor or the small business participation factor would not be evaluated under the cost/price factor and would not be eligible for award. *Id.* at 27.

When evaluating proposals under the technical approach factor, the Army would assess an offeror’s approach to performing the full range of services in support of the PWS requirements as well as assess whether the technical approach conveyed an understanding of the requirements; the extent to which the proposed hours, labor categories, and labor mix reflect a clear understanding of the requirements and align with the offeror’s proposed approach; the feasibility of the proposed approach and the likelihood of successful task order performance. *Id.* at 26. Proposals failing to explain how the proposed manpower was realistic could be evaluated as technically unacceptable and ineligible for award. *Id.*

With respect to cost/price, the solicitation established that the Army would use the techniques and procedures in FAR 15.404-1, either singly or in combination with other procedures, to ensure that proposed costs are fair, reasonable, and realistic. *Id.* at 27. For evaluation purposes only, the government provided estimated material and ODC costs for the base and all option periods. The government estimates were the total cost for material and ODCs exclusive of OCONUS uplifts (hazard and hardship allowances, bonuses, and DBA insurance), and an offeror’s associated indirect costs. *Id.* The most probable cost (MPC) would be determined by adjusting the offeror’s proposed costs to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis. *Id.* Cost/price proposals with unrealistically low labor rates, or those that do not otherwise demonstrate an adequate understanding of the solicited requirements, would be considered in the evaluation of technical proposals. *Id.*

⁵ As relevant, a deficiency was 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 performance to an unacceptable level. TORFP at 26. A weakness was defined as a flaw in the proposal that increases the risk of unsuccessful performance. *Id.* at 27. A significant weakness was defined as a flaw that appreciably increases the risk of unsuccessful performance. *Id.*

The Army received three proposals, including proposals from Adams and Leidos.⁶ Contracting Officer Statement and Memorandum of Law at 8. Both of the proposals submitted by Adams and Leidos, and both of their technical approach volumes, were rated unacceptable initially because of identified weaknesses, significant weaknesses and deficiencies. The agency assigned Adams's initial technical approach volume: 3 strengths, 10 weaknesses, 22 significant weaknesses, and 8 deficiencies. AR exh. 45, Adams Initial Technical Evaluation Report at 1, 17-18. The agency assigned Leidos's initial technical approach volume: eight significant strengths, four strengths, eight weaknesses, nine significant weaknesses, and six deficiencies. AR exh. 82, Leidos Initial Technical Evaluation Report at 1, 15-16.

The agency entered into discussions with both offerors by providing each offeror with evaluation notices (ENs). Adams received 40 ENs related to the technical approach factor; 8 of which were used to identify deficiencies.⁷ AR exh. 49, Adams Technical ENs at 1-40. Two of the eight deficiencies were related to Adams's proposed solution for execution example 1. *Id.* at 5-6. Leidos received 23 ENs related to the technical approach factor, 6 of which were used to identify deficiencies. AR exh. 86, Leidos Technical ENs at 1-4. Only one of the six deficiencies was related to Leidos's proposed solution for execution example 1. *Id.* at 3.

The Army received timely EN responses from both offerors. The agency evaluated Adams's EN responses and revised technical approach and assigned four strengths, four weaknesses, one significant weakness, and four deficiencies. As a result of the multiple deficiencies, Adams's revised technical approach was rated unacceptable, with the agency concluding that the risk of unsuccessful task order performance was high. AR exh. 66, Adams Final Technical Evaluation Report at 1, 51-53. The agency evaluated Leidos's EN responses and revised technical approach and assigned eight significant strengths, five strengths, four weaknesses and one deficiency. This deficiency was assigned as a result of Leidos's failure to fully update the basis of estimate sub-volume to correlate with its revised technical approach. AR exh. 117, Leidos Final Technical Evaluation Report at 1, 10-12.

The contracting officer, who served as the selection decision official, reviewed the offerors' revised proposals and the evaluation findings and conclusions. The contracting officer considered the "significant issues" in Adams's revised proposal, finding that:

⁶ The third offeror withdrew its intent to submit the remainder of its proposal; that is, Volumes 2, 3, and 4. Contracting Officer Statement and Memorandum of Law at 8.

⁷ The agency issued a total of 71 ENs to Adams: 40 concerning the technical approach volume; 26 concerning the cost volume, 1 concerning the small business participation volume and 4 under the heading miscellaneous. Protest at 9.

[Adams's] initial approach to Execution Example 1, execution of the hub and spoke operation, was unacceptable because it incorrectly attributed the entire 8,000 lbs. useful load to fuel. In its revised proposal, although it identified useful load correctly, its approach did not demonstrate an ability to achieve the required flight time on either of its two mission personnel configurations. Second, [Adams] reduced the number of pilots and airborne sensor operators, which resulted in Adams's approach violating the rest requirements between missions. Accordingly, it is unclear whether [Adams] would be able to provide an acceptable technical approach even if the Government issued additional evaluation notices and provided it with another opportunity to revise its proposal.

AR exh. 119, Memorandum For Record at 1. The contracting officer also considered that the proposed hours in Adams's revised basis of estimate were "significantly inadequate" to support its revised technical approach. *Id.* The contracting officer concluded that any potential cost savings were too uncertain to justify continued consideration and eliminated Adams's proposal from the competition. *Id.*

On the other hand, the contracting officer noted that Leidos's revised proposal had one deficiency as a result of the offeror's failure to update its basis of estimate to correlate with the updated [DELETED] in its revised technical approach. The contracting officer concluded that Leidos should be able to resolve this deficiency without any significant revisions and established a competitive range comprised only of Leidos's proposal. *Id.* at 1; see *also*, AR exh. 120, Task Order Decision Document at 81-82.

Leidos was given an opportunity to address this remaining deficiency. AR exh. 109, EN. In response, Leidos submitted an updated basis of estimate. AR exh. 114, Leidos Revised No. 2 Basis of Estimate. Based on its review, the agency concluded that the updated basis of estimate correlated with Leidos's revised technical approach and determined that the deficiency was resolved. AR exh. 117, Leidos Final Technical Evaluation Report at 29-30. Overall, the agency assigned Leidos's technical approach eight significant strengths, five strengths, four weaknesses, zero significant weaknesses, and zero deficiencies. The agency noted that Leidos's proposed technical approach meets or exceeds the solicitation requirements, demonstrates an exceptional approach and understanding of the requirements, contains multiple strengths, and that the risk of unsuccessful performance was low. The agency rated Leidos's technical approach volume outstanding overall. *Id.* at 1.

The final evaluation ratings were as follows:

	Adams	Leidos
Corporate Experience	Acceptable	Acceptable
Overall Technical Approach	Unacceptable Strengths=5, Weaknesses=4, Significant Weakness=1, Deficiencies=4	Outstanding Significant Strengths=8, Strengths=5,Weaknesses=4, Deficiencies=0
Small Business Participation Plan	Acceptable	Acceptable
Total Proposed Cost	\$535,088,046	\$573,933,312
Total Evaluated Cost	Not Evaluated	\$646,487,754

AR exh. 66, Adams Final Technical Evaluation Report at 49-53; AR exh. 117, Leidos Final Technical Evaluation Report at 1, 10-12; AR exh. 118, Leidos Final Cost Evaluation Report at 4.

The contracting officer reviewed the evaluations prepared by the agency's technical and cost teams and concurred with the findings. AR exh. 120, Task Order Decision Document at 17, 50, 81, 83. The contracting officer concluded that Leidos's proposed cost/price was fair, reasonable and realistic and that Leidos's proposal provided the best value to the government. *Id.*; see also, Supp. Contracting Officer Statement and Memorandum of Law, attach. 2, Decl. of Contracting Officer at 4-13. Based on these conclusions, the contracting officer issued the task order to Leidos. AR exh. 120, Task Order Decision Document at 85.

The Army notified Adams that the task order was issued to Leidos in the amount of \$649,265,670.25 for the base and option periods, including the 6-month continuation of services option.⁸ AR exh. 132, Unsuccessful Offeror Notice. The protester was informed that its proposal was not considered for award because its technical approach contained four deficiencies and was rated unacceptable overall. The notice explained that the four deficiencies were assigned because: (1) both proposed mission personnel configurations under execution example 1 failed to meet the required flight time of 140 hours over the 10-day spoke operation; (2) its proposed solution for execution example 1 did not comply with the rest requirements for the crew, as set forth in Army Regulation 95-20; (3) the proposed hours in its basis of estimate were significantly inadequate to support the offeror's revised technical approach; and (4) the basis of estimate associated with its transition plan did not correlate with its revised technical approach. *Id.*

⁸ The agency has not explained why the total price in the award notice provided to Adams differs slightly from the TEP in the underlying evaluation materials, but the difference does not have any impact on our analysis.

Following a debriefing, Adams filed this protest with our Office.⁹

DISCUSSION

Adams initially raised 15 separate bases of protest, primarily alleging that the agency unreasonably evaluated its proposal, treated both offerors disparately in the evaluation, conducted unequal and misleading discussions, improperly excluded the protester from the competitive range, and failed to determine if Leidos's proposed cost/price was fair and reasonable.¹⁰ See *generally* Protest at 2-47. Adams filed two supplemental protests raising additional grounds.¹¹ For the reasons discussed below, we find no basis to sustain the protest.

Evaluation of Technical Approach

Adams argues that the Army unreasonably and unequally evaluated proposals under the technical approach factor. As stated above, the protester's revised technical approach was evaluated as having multiple strengths, multiple deficiencies, and multiple weaknesses under the technical approach factor. Adams challenges every assigned deficiency and weakness under this factor. Based on our review, we find that the agency's evaluation of the offerors' technical approach was reasonable and therefore find no basis to sustain the protest. We address several representative arguments.

It is well-established that the evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the discretion of the contracting agency. *Parsons Gov't Servs., Inc., supra* 3; *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and

⁹ The value of the task order at issue here exceeds \$25 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award IDIQ contracts issued by a defense agency where the task order exceeds \$25 million. 10 U.S.C. 2304c(e)(1)(B); *Parsons Gov't Servs., Inc.*, B-416771 *et al.*, Dec. 12, 2018, 2018 CPD ¶ 425 at 3 n. 3.

¹⁰ During development of the protest, Adams withdrew two bases of protest: that the agency issued the task order to Leidos despite an unresolved deficiency in its technical approach volume; and that the agency impermissibly eliminated Adams's proposal from the competitive range before completing evaluation of its proposal. See Comments & 2nd Supp. Protest at 5 n.1.

¹¹ While our decision does not specifically discuss each and every argument or variation of arguments presented during the course of the protest, we have considered all of the allegations and find that none provides a basis to sustain the protest.

regulations. *Id.* A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Id.*; *Imagine One Tech. & Mgmt., Ltd.*, B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 4-5.

First Deficiency

As noted above, the agency assigned a deficiency because Adams's proposed mission personnel configurations under execution example 1 failed to meet the required flight time of 140 hours over the 10-day spoke operation. As it relates to this deficiency, execution example 1 required offerors to propose a solution to a hypothetical 10-day mission scenario with aircraft flying to a location, conducting surveillance, and returning to base.

More specifically, execution example 1 established the following hypothetical scenario and parameters:

[a]t the spoke location, two (2) sorties [an aircraft carrying a unit of personnel] a day are required, with a total of one-hundred and forty (140) flight hours on the aircraft for the ten (10) day spoke operation. The mission wheels up times will be 0100Z for sortie #1, and 1400Z for sortie #2, with a 2:30 minute transit time to the target location from the spoke location. Additionally, the transit time from Site 3 to the Spoke location is 4.7 hours over water. The full Spoke operation[] is required to execute, with sortie #1 on Day 11 after notification, and will conclude after the sortie #2 on Day 20 For the Spoke Operation, the mission shall be a pattern of life mission [], culminating on Day 9 indirect support of SIGINT Terminal Guidance/Assault Force and Battle Damage Assessment in the Africa Command (AFRICOM) Theater of Operation.

TORFP at 14. The solicitation provided the following set of parameters to assist offerors in developing a solution for this operation:

- DHC-8-202
- Seats Installed: 10
- Fuel Burn: 1000pph
- Climb Fuel 1400pph first hour.
- Useful Load: 8000 lbs
- Aircraft Hours since last A-Check: 350 Hours at T-10 days (T equals mission 1, Day 11)
- Weather Conditions: Temperature is ISA; Zero Head and Tail Winds shall be assumed
- Spoke Location Specifications: Austere environment
- Fuel: Jet A, Single Point Refueling
- Ramp Space available, 6000 foot improved runway
- The military riders will require four personnel to be part of the Offeror's Personnel deployment contingent.
- 1 C-130 sortie available during day 8 of the pre deployment phase, if required.
- Allocated 2 ISU 90 container, No passengers by Lift Master.

Id. Finally, the solicitation required offerors to describe the process, procedures, and tasks required to execute the 10-day surveillance operation. *Id.*

Adams alleges that the Army conducted misleading and unequal discussions concerning both offerors' proposed solution for execution example 1, the hub and spoke operation, particularly with regard to the 140 total flight hours. See *e.g.*, Protest at 15-24; Supp. Protest at 2-10; Comments & 2nd Supp. Protest at 10-20.

Adams argues the only technical EN that addressed total flight time simply asked the protester to provide a fully detailed calculation of how 6.6 hours of flight time was determined. See Comments & 2nd Supp. Protest at 6-7. In discussions with Leidos however, the Army's EN asked Leidos to provide a clear, concise, and detailed explanation of the approach to providing the required 5-hours transit time and 2-hours' time on station. *Id.* at 7. Adams claims that had it been specifically advised to provide a detailed explanation of its approach to providing the required 5-hours transit time and 2-hours on station, the protester would have understood that these were firm and material solicitation requirements and would have revised its technical approach to specifically address these material requirements. *Id.*; Supp. Comments at 4-6.

The record reflects that in its initial technical approach volume, Adams stated that using the textbook definition of useful load¹² and the parameters provided in the solicitation, the maximum flight time would be approximately 6.6 hours, including the reserve flight time. AR exh. 36, Adams Initial Technical Execution Examples at 4. Therefore, Adams assumed that the useful load of 8,000 pounds was all useful fuel, and Adams stated that the maximum flight time would be 7.6 hours per mission with 5 hours of transit time for a maximum time on station of "2.6 hours." *Id.* at 5. The Army assigned a deficiency to this proposed solution because it did not meet the total flight time of 140 hours using the stated parameters in the solicitation. AR exh. 45, Adams Initial Technical Evaluation Report at 12.

During discussions, the agency issued an EN which identified as a deficiency the protester's failure to provide a feasible "approach to providing the two (2) hours of flight time on station." AR exh. 49, Adams Technical EN at 6. Specifically, the EN provided Adams with the following explanation and instructions as follows:

Subject: Unfeasible approach to providing two (2) hours of flight Time on Station As required by [TORFP].

Statement of Problem: In [TORFP] Execution Example 1, the Contractor was to provide an approach to execute a Spoke operation that provides seven (7) hours total mission time (5 hours to transit and 2 hours, Time on Station per sortie). Additionally, the TO RFP Execution Example provided parameters to be used in developing the approach. The Offeror's approach stated that "with the 5 hours of transit time, the maximum time on station time is 2.6 hours." The Offeror indicated that "the useful load of 8,000 lbs., we interpret to be useful fuel." Additionally, the Offeror stated, "Since the Hub STAMP 5 of similar configuration is flying 7-hour missions (per the scenario), the 8,000 lbs. for just fuel is more realistic." Furthermore, the Offeror states, "If we used the textbook definition of useful load, then the weight of the crew would need to be included, and

¹² Adams stated that the textbook definition of useful load includes the weight of the crew. AR exh. 36, Adams Initial Technical Execution Examples at 4.

the max flight time would be approximately 6.6 hours, including the reserve flight time.” The Offeror did not provide a sufficiently detailed explanation of how the proposed approach, including assumptions, meets the time on station requirement of the [TORFP].

Question to Offeror/Information Requested: Provide a clear, concise, and detailed explanation of why the assumptions made for the proposed approach are valid and support the example parameters provided. Provide a detailed and complete calculation that demonstrates support for the 2.6 hours’ time on station claim.

Id.

Following the receipt of this EN, Adams sought clarification from the agency asking if “the useful load of 8,000 lbs [is] to be used just for fuel?” to which the agency responded “[n]o, the useful load of 8,000 lbs is not just for fuel.” AR 53, Adams Clarifications and Answers to EN Questions, Question & Answer No. 10, at 4. Then, in response to the EN, Adams revised its technical approach to execution example 1, the hub and spoke operation by using two different mission personnel configurations. The protester proposed using a pattern of life personnel configuration (2 pilots and 2 sensor operators) to achieve a total flight time of 6.05 hours with the time on station of 1.55 hours. Alternatively, the protester proposed using a SIGINT terminal guidance/assault force and battle damage assessment personnel configuration (2 sensor operators and 1 SIGINT operator) to achieve a total flight time of 5.85 hours with the time on station of 1.35 hours. AR ex. 55, Adams Technical EN Responses at 16-17; AR ex. 56, Adams Revised Technical Execution Examples at 5, 9-10.

The agency determined that the deficiency in Adams’s revised technical approach to the hub and spoke operation was not resolved because neither proposed solution met the solicitation requirement for a total flight time of 140 hours for the 10-day operation. Specifically, for the pattern of life mission personnel configuration, the agency noted that if every mission is flown in this configuration, a total of 121 flight hours would be achieved rather than the required 140 total flight hours. AR ex. 67, Adams Final Technical Evaluation Report at 22. For the SIGINT terminal guidance team mission personnel configuration, the agency noted that if every mission is flown in this configuration, a total of 117 flight hours would be achieved which would not satisfy the solicitation requirement to provide 140 flight hours over the 10-day spoke operation across the 2 sorties per day. The agency also noted that when Adams calculated the amount of usable fuel available for the mission, Adams did not include the weight of the crew equipment, such as flight bag, weapons, and water, which would be carried aboard the aircraft for the mission. AR ex. 67, Adams Final Technical Evaluation Report at 22-23.

The protester contends that the agency’s assignment of this deficiency was unreasonable because it was based on misleading and inadequate discussions. According to Adams, the agency did not inform the protester during discussions that its

proposed total flight time of less than 7 hours per mission was a problem; rather, the agency only asked the protester to explain the basis for its calculations. Comments & 2nd Supp Protest at 8-17; Supp. Comments at 4-6. For the reasons that follow, we find no basis on which to sustain the protest.

When conducting a competition under FAR 16.505, agencies are required to provide contract holders with a “fair opportunity” to be considered for task or delivery orders. FAR 16.505(b)(1). While FAR 16.505 does not establish specific requirements regarding the conduct of discussions under a task or delivery order competition, exchanges occurring with contract holders of multiple award contracts in a FAR 16.505 procurement, like other aspects of such a procurement, must be fair. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 6; *CGI Fed. Inc.*, B-403570 *et al.*, Nov. 5, 2010, 2011 CPD ¶ 32 at 9.

Where, as here, an agency conducts a task order competition as a negotiated procurement, our analysis regarding fairness will, in large part, reflect the standards applicable to negotiated procurements. *Technatomy Corp.*, B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 7. In this regard, discussions, when conducted, must be meaningful. *SMS Data Prods. Grp., Inc.*, B-414548 *et al.*, July 12, 2017, 2017 CPD ¶ 222 at 8. Agencies, however, are not required to “spoon-feed” an offeror during discussions by identifying every possible area where a proposal might be improved or suggesting alternative approaches. *Vizada Inc.*, B-405251 *et al.*, Oct. 5, 2011, 2011 CPD ¶ 235 at 11; *Senior Commc’ns Servs.*, B-233173, Jan. 13, 1989, 89-1 CPD ¶ 37 at 6.

Here, the Army states that it conducted fair and meaningful discussions with Adams regarding its failure to propose a feasible solution to execute a 10-day surveillance operation with two flights per day for a total of 140 flight hours. More specifically, the agency states that the solicitation informed offerors that the total transit time per flight¹³ was seven hours--five hours to transit and two hours to conduct aerial surveillance, referred to as time on station. Contracting Officer Statement and Memorandum of Law at 36-37. The agency explains that the total flight time of 140 hours is the sum of conducting two 7-hour flights per day, for ten days (that is, $10 \times 2(5 + 2) = 140$). *Id.* at 37. According to the agency, the protester’s apparent failure to understand that the time on station hours and the total flight time hours are dependent variables supports the agency’s evaluative conclusions that Adams did not provide a feasible solution to address the hypothetical scenario described in execution example 1. *Id.*

The Army acknowledges that the EN to Adams did not actually state that the offeror failed to propose a solution that provided 140 hours of total flight time. However, the agency argues that the EN clearly advised Adams that it had not provided a feasible approach to meeting the two hour time on station requirement. *Id.* In essence, the

¹³ Total transit time is the round trip flight time to fly to the target location (spoke) and back to base (hub). Contracting Officer Statement and Legal Memorandum at 37 n.7.

agency argues that if the protester had proposed a solution with a time on station of 2 hours, the protester's proposed solution would have been in compliance with the 140 hours of total flight time, as required by the TORFP. Conversely, because Adams proposed a solution with a time on station of less than 2 hours, Adams proposed less than the required 140 hours of total flight time. The agency contends that in issuing the EN at issue here, the agency unambiguously led the protester into the areas of its technical approach that needed amplification or revision; as such, the agency conducted meaningful discussions with the protester regarding this identified deficiency. *Id.*

While citing only a portion of the EN at issue, Adams repeatedly argues that discussions were misleading and not meaningful because the agency did not identify as a deficiency Adams's failure to propose two seven-hour flights, per day, for ten days.¹⁴ Protest at 15-22; Supp. Protest at 2-4. The agency's EN was not misleading because it was tailored to the protester's proposed approach, which on its face appeared to meet the requirement for 7 hours of total mission time with 7.6 hours. However, this 7.6 hour total was not adequately supported, accordingly the agency assigned a deficiency and asked the protester to provide further detail regarding its calculations. Instead, based on a better understanding of the fuel and weight requirements, Adams revised its proposal to include mission times that did not meet the seven hour requirement. The agency's discussions with Adams, however, never suggested that the seven hour requirement was flexible. Rather, the EN sent to Adams restated the requirements of execution example 1 in its entirety. This requirement expressly advised the protester that the hypothetical problem was based on 7 hours total mission time, that is, 5 hours to transit and 2 hours' time on station per sortie, which over ten days amounts to 140 hours.

Accordingly, we find no basis to conclude that the agency misled the protester or failed to conduct meaningful discussions. To the extent the protester believed the agency was required to say more specifically how the protester should have addressed the total

¹⁴ As support, Adams states that the number of flight hours over the 10-day hub and spoke operation was primarily transit time to and from the target location, and it was not identified in the solicitation as a measure upon which an offeror's proposed solution would be evaluated. See Protest at 15. According to Adams, the solicitation properly emphasized the time on station as the "pertinent measure" of evaluation, which is a subset of total flight hours during which the aircraft is conducting surveillance at the target location. *Id.* In its view, making the transit time longer detracts from the time available to conduct surveillance, which is the entire point of the hub and spoke operation. *Id.* We do not find these arguments persuasive. As noted above, the solicitation clearly defined the parameters for the hub and spoke operation which was to include 140 total flight hours for the 10-day surveillance operation. Nothing in the solicitation supports Adams's contention that the time on station requirement should serve as the only "pertinent measure" basis for evaluation of offerors' proposed solutions.

flight time of 140 hours, it is well-established that agencies are not required to “spoon feed” offerors during discussions. See *Vizada Inc., supra*; *Senior Commc’ns Servs., supra*. We therefore find no basis to sustain the protest based on the discussions conducted with Adams.

Adams argues that the Leidos proposal also should have received a deficiency for execution example 1 because Leidos’s proposed solution--based on using [DELETED]--was untenable. In relevant part, Leidos proposed to perform execution example 1 as follows:

The Leidos Team will conduct [DELETED] missions to provide additional station time to the battle captain. A [DELETED] operation involves [DELETED]. If approved by the battle captain, [DELETED] operations will be used for both daily sorties to provide up to [DELETED] hours of station time if approved by the battle captain. [DELETED] operations can provide coverage exceeding the 7-hour flight time and 2 hours of time on station per sortie, as requested.

AR exh. 93, Leidos Revised Technical Execution Examples at Ila-5.

Adams argues that Leidos’s [DELETED] approach deviated from the parameters of the hypothetical scenario because execution example 1 did not mention the availability of [DELETED], and thus should have been assigned a deficiency. Supp. Protest at 5-8. Adams also argues that the agency should have rejected Leidos’s proposed approach as an unviable solution--a solution the agency criticized when Adams proposed to use [DELETED] as part of its own solution. *Id.* at 8. These arguments are without merit.

First, the agency correctly explains that the solicitation included a limited number of salient aircraft specifications that all offerors were required to use to solve the execution example 1 scenario. AR exh. 126, Decl. of Technical Director at 1. The scenario at issue did not require a particular solution; rather, it was incumbent on each offeror to develop a viable solution to the scenario accounting for the specific parameters to include flight times, aircraft capacity, and useful load. Although the stated parameters did not mention the availability of [DELETED], they did not rule out the availability of [DELETED]. According to the agency, Leidos’s proposal of “[DELETED], goes directly to determining if the offeror possessed the insight and understanding of how to solve the problem.” *Id.* On this record, we have no basis to conclude that Leidos’s solution to execution example 1 deviated from the established parameters.

Second, Adams’s challenges to the viability of Leidos’s solution are also without merit. According to Adams, [DELETED] was not viable given the nature of the mission in an austere and hostile environment. Supp. Protest at 6. For example, the protester contends that execution example 1 made no mention of the availability of [DELETED] and that it was unreasonable to assume the availability of such [DELETED] given the mission. *Id.* In responding to this argument, the agency explains that Adams’s argument demonstrates a “lack of insight, experience and understanding of conducting

this type of mission supporting the combatant commanders.” AR exh. 126, Decl. of Technical Director at 2. Acknowledging that the target is in an unfriendly location, the agency explains that [DELETED] of the type proposed by Leidos does not require a [DELETED] and that “when conducting operations similar to that required by Execution Example 1, they have been routinely conducted in hostile environments and require an [DELETED] within these hazardous conditions” and that it was “completely reasonable for an offeror, with the requisite experience and insight when conducting the type of mission outlined in the Execution Example 1, to assume that [DELETED] is realistic to solve the problem.” *Id.* While the protester may ultimately disagree with the agency’s assessment, such disagreement does not provide a basis to question the reasonableness of the agency’s evaluation.

Adams also argues that the agency’s explanation of its consideration of Leidos’s use of [DELETED] is not consistent with the agency’s critical view of Adams’s proposed use of [DELETED]. In support of its position, Adams cites the agency’s criticism of Adams’s proposed use of [DELETED] when the agency evaluator explained that “based on the evaluators’ experience . . . [DELETED] in an austere environment are sparse and unreliable.” Comments & 2nd Supp. Protest at 21, *citing*, AR exh. 125, Decl. of Technical Director at 4. When the full quote is considered in context, however, it becomes apparent that the true nature of the agency’s concern was that Adams proposed [DELETED] in an austere environment. The full quote is as follows:

Given that the TORFP informed offerors that this mission was being conducted in an austere environment, the crew duty day maximum of 12 hours would likely be exceeded without the [DELETED], *because having only [DELETED] at the spoke location [DELETED] is unreasonable*, based on the evaluators’ experience that has shown that [DELETED] in an austere environment are sparse and unreliable.

AR exh. 125, Decl. of Technical Evaluator at 4 (emphasis added). Thus, the concern was with Adams’s allocation of [DELETED] for [DELETED] in an austere environment, not that [DELETED] in such an environment was unavailable generally. Accordingly, the protester’s argument is without merit.

Second Deficiency

Adams also challenges its second deficiency. According to Adams, the agency unreasonably evaluated its response to condition 2 of execution example 1 by assigning a deficiency for allegedly violating the rest requirements for pilots between missions. Comments & 2nd Supp. Protest at 24-26; Supp. Comments at 10. As relevant here, condition 2 of execution example 1 required offerors to move up the afternoon mission on Day 8 of the spoke operation to the morning immediately following the conclusion of the Day 7 sortie No. 1 surveillance to provide high value target tracking for the SIGINT terminal guidance team on the ground. TORFP at 14-15. The offeror was required to fully describe the tasks, events, personnel and constraints available for time on station for the second sortie on Day 8. *Id.*

The record shows that Adams's initial technical approach responding to condition 2 indicated that the Day 9 crew's duty schedule would be adjusted to provide needed time off for the high target value crew. AR exh. 36, Adams Initial Technical Execution Examples at 9. The agency assigned a significant weakness to this approach because the protester failed to explain why this adjustment was necessary as it appears that multiple crews were available to execute the mission and this conflict could indicate that excess personnel were assigned to the spoke operation. AR exh. 45, Adams Initial Technical Evaluation Report at 13. During discussions, the agency issued an EN asking Adams to provide a detailed explanation why this adjustment to the Day 9 crew duty schedule was required and the impact to executing the missions on Days 9 and 10. AR exh. 49, Adams Technical ENs at 28.

In its response to this EN, Adams stated that to prevent pilot fatigue, it provides as much time off as possible for pilots and ASOs to rest between missions. The protester added that since the high value target mission "only requires moving the time up for the Sortie 2 team to earlier in the day, no adjustments are required" and that both sorties would fly as scheduled on Days 9 and 10. AR exh. 55, Adams Technical EN Responses at 66; AR exh. 56, Adams Revised Technical Execution Examples at 9.

The agency evaluated Adams's response and revised technical approach and assigned a deficiency to the protester's revised approach. The agency found that the protester's revised approach reduced its personnel from 24 to 19 to include the reduction of pilots and ASOs. Specifically, the offeror's initial technical approach provided eight pilots and eight ASOs and its revised technical approach reduced the number of pilots and ASOs from eight to six each. The agency determined that the reduced number of pilots and ASOs would adversely impact the offeror's ability to conduct back to back missions without violating the 12 hours crew rest requirements of Army Regulations 95-20. AR exh. 66, Adams Final Technical Evaluation Report at 24-25.

Adams argues that the agency's evaluation was unreasonable because it ignored the fact that for condition 2 of execution example 1, its technical approach indicated that the most rested crew members would be selected to support the new high value target mission. As such, the protester alleges that its technical approach indicated that any combination of pilots 1, 2, 3 and 5 could be used for the high value target mission because they were either off-duty on Day 7 (pilots 2 and 5) or they had more than 12 hours of rest (pilots 1 and 3) between the conclusion of their Day 7 shifts at 12 Noon and the 7:15 a.m. pre-briefing for the mission on Day 8. Protest at 24-28; Comments & 2nd Supp. Protest at 24-26; Supp. Comments at 10.

The Army answers that the protester's argument that it did not propose specific pilots for the morning mission identified in condition 2 is belied by the contemporaneous record. Specifically, Adams's revised technical approach identified the sortie 2 team as the crew that would be flying the second mission on Day 8 which, under condition 2, was moved from the afternoon to the morning. The agency points to the specific language in Adams's revised proposal that the high value target mission "only requires moving the

time up for the Sortie 2 team to earlier in the day” and that “no adjustments are required.” Contracting Officer Statement and Memorandum of Law at 42, *citing* AR exh. 55, Adams Revised Technical Execution Examples at 66. As a result, the agency reports that it identified pilots 5 and 6 as the pilots who would be flying the second mission on Day 8 and that pilot 6 would be working until at least 11:00 p.m. the night before, the agency reasonably concluded that pilot 6 would not have received the mandated 12 hours of rest if pilot 6 had to return for an 8:00 a.m. flight on Day 8. On this record, we conclude that the agency’s evaluation judgments were reasonable. As stated previously, a protester’s disagreement with the agency’s judgment regarding the evaluation of proposals, without more, is not sufficient to establish that the agency acted unreasonably. *Imagine One Tech. & Mgmt., Ltd.*, B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 4-5.

To the extent the protester argues that it could have used alternate methods for executing condition 2, such as pilot 5 briefing pilot 6 enroute to the target so pilot 6 presumably could rest, see Protest at 27, the agency states that such an alternative was not included in Adams’s revised technical approach. In this regard, as the agency correctly points out, it is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. See *DKW Communications, Inc.*, B-411853.2 *et al.*, Jan. 8, 2016, 2016 CPD ¶ 17 at 5. On this record, we find no basis to conclude that the agency’s evaluation was unreasonable.

In sum, as discussed in the examples above, we find that the agency conducted meaningful discussions with Adams and reasonably evaluated its revised technical approach as unacceptable based on the significant deficiencies in its proposal. For this reason, we need not address the protester’s other arguments concerning its weaknesses and Leidos’s allegedly undeserved strengths because, even if those arguments had merit, the protester’s proposal would remain ineligible for award and there is no reasonable basis to believe that it would have moved with Leidos to the second competitive range established by the agency. See TORFP at 26 (proposals rated unacceptable under any of the non-cost factors or subfactors would not be considered for award); see also *The McHenry Mgmt. Grp., Inc.*, B-409128 *et al.*, Jan. 23, 2014, 2014 CPD ¶ 56 at 5.

Price Reasonableness Evaluation

The protester also argues that the agency failed to evaluate whether Leidos’s price was fair and reasonable as required by the solicitation. Comments and 2nd Supp. Protest at 62 *citing* TORFP at 27. According to Adams, the agency’s evaluation of Leidos’s cost proposal is focused solely on cost realism, which examines whether Leidos’s costs were too low to perform the work, and is distinct from a reasonableness evaluation, which examines whether a proposed cost or price is too high. Adams maintains that the evaluation does not reflect any consideration of whether Leidos’s hours, rates, fees, or other proposed costs are too high, even though Leidos’s proposed price was higher

than Adams's price. For the reasons discussed below, the protester's arguments are without merit.

Generally, a price reasonableness determination is a matter of administrative discretion involving the exercise of business judgment by the contracting officer, and our Office will only question a price reasonableness determination when it is shown to be unreasonable. *22nd Century Techs., Inc.*, B-418029, B-418029.2, Dec. 26, 2019, 2020 CPD ¶ 14 at 15. Further, the manner and depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion. *Id.*

Here, other than the difference between Leidos's total proposed price and Adams's lower total price, Adams does not point to any specific aspect of Leidos's cost proposal that Adams believes reflect unreasonable costs or prices. Adams's total proposed price does not, however, provide a valid benchmark for assessing reasonableness because Adams's proposal, unlike Leidos's proposal, contained major deficiencies to include, as noted above, a finding that Adams's proposed hours in its basis of estimate were significantly inadequate to support the offeror's revised technical approach. The deficiency concerning Adams's basis of estimate suggests that Adams's price was artificially low by virtue of its insufficient number of proposed labor hours.

In any event, turning to Adams's assertion that the record fails to demonstrate that the agency in fact performed a price reasonableness assessment, we find the protester's arguments to be without merit. In the task order decision document, the contracting officer stated that the agency evaluated Leidos's costs for reasonableness. Specifically, the contracting officer's decision provides as follows:

The Government evaluated to ensure that all proposed costs are fair and reasonable. Each Offeror's submission was evaluated in accordance with the criteria in FAR 15.404-1. Accordingly, the analytical techniques and procedures prescribed in FAR 15.404-1 for evaluating an offeror's submission were used singly or in combination with others to ensure the costs are fair, reasonable, and realistic.

AR exh. 120, Task Order Decision Document at 7.

The record also reflects that the agency considered whether Leidos's prices were fair, reasonable, and realistic throughout the final cost evaluation report. For example, the cost report expressly addresses the reasonableness of Leidos's travel costs and subcontractor labor rates. AR exh. 118, Leidos Final Cost Evaluation Report at 7-8. Moreover, the contracting officer provided a detailed explanation of the agency's price reasonableness evaluation, which, among other things included a comparison of Leidos's cost information with a 62-page independent government cost estimate that the agency developed using historical labor and cost from the incumbent contract. AR exh. 130, Decl. of Contracting Officer at 4. The independent government estimate established a total estimated cost for the contract of more than \$731 million, *see id.*, AR exh. 121, Independent Government Cost Estimate, substantially higher than Leidos's

most probable cost of approximately \$646 million. On this record, we have no basis to conclude that the agency failed to evaluate Leidos's proposal for reasonableness, as argued by the protester.

The protest is denied.

Thomas H. Armstrong
General Counsel