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Decision

Matter of: DynCorp International, LLC

File: B-419100; B-419100.2

Date: December 16, 2020

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Christopher Alwood, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency’s evaluation of proposals under the management, cost/price, and small business participation factors is denied where the evaluation was reasonable and consistent with the solicitation’s evaluation criteria.
 2. Protest challenging the agency’s conduct of discussions as misleading is denied where discussions were meaningful, led the protester into the general areas of its proposal requiring amplification or revision, and did not mislead the protester into responding in a manner that did not address the agency’s actual concerns.
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DECISION

DynCorp International LLC (DynCorp), of McLean, Virginia, protests the award of a contract to General Dynamics Land Systems (GDLS) under request for proposals (RFP) No. W56HZV-18-R-0040, issued by the Department of the Army for sustainment services on the Stryker family of vehicles. DynCorp challenges various aspects of the agency’s source selection process, including the agency’s evaluation under the management, cost/price, and small business participation factors.

We deny the protest.

BACKGROUND

The Army issued the RFP on September 12, 2019, seeking proposals to provide support services for the Army's Stryker family of vehicles.¹ AR, Tab 7, RFP² at 1; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 4-5. Among other things, the contractor's responsibilities will include new equipment training, vehicle fielding and deprocessing, depot-level maintenance at Joint Base Lewis McChord, and contingency deployment maintenance both in the United States and abroad. Protest at 6; COS/MOL at 4; RFP at 134-153. The RFP contemplated the award of a 5-year indefinite-delivery, indefinite-quantity contract consisting of cost-plus-fixed-fee, cost no-fee, and fixed-price contract line items. RFP at 18-124.

The RFP provided for award on a best-value tradeoff basis, considering the following evaluation factors, listed in descending order of importance: (1) experience, (2) management, (3) cost/price, and (4) small business participation. RFP at 220. The RFP specified that the experience factor was more important than the management factor, which was more important than the cost/price factor, which was significantly more important than the small business participation factor. *Id.* The non-price factors, when combined, were stated to be significantly more important than the cost/price factor. *Id.*

To evaluate the experience factor, the agency would assess the risk associated with whether the offeror would successfully perform the effort required by the RFP. *Id.* at 221. The agency was to base its evaluation under this factor on each offeror's recent experience, identified and substantiated in the offeror's proposal, and the extent to which the recent substantiated experience is comparable to the RFP's scope of work. *Id.*

The management factor consisted of two subfactors: (1) phase-in/staffing approach, and (2) contingent deployment capability. *Id.* The RFP specified that the phase-in/staffing approach subfactor was significantly more important than the contingency deployment capability subfactor. *Id.* The RFP provided that the phase-in/staffing approach subfactor would be evaluated to assess the risk associated with each offeror successfully accomplishing the contract requirements for the first ordering period within schedule. *Id.* As specifically relevant here, the agency was to assess each offeror's approach to acquiring and providing qualified personnel for the solicitation's required labor categories to fulfill the quantity of hours for the first ordering period within

¹ The Striker family of vehicles is a series of related armored fighting vehicle variants that are strategically and operationally deployable, and capable of rapid movement anywhere on the globe in a combat-ready configuration. See Agency Report (AR), Tab 92, 2015 Stryker Justification and Approval at 9; see *also* Protest at 3.

² The agency amended the solicitation six times. See RFP at 2-16. All citations to the RFP in this decision are to the conformed copy provided by the agency in its report.

schedule. *Id.* The RFP stated that the agency would evaluate the contingency deployment capability subfactor to assess the likelihood that each proposed approach would successfully accomplish certain field service representative and maintenance services within 60 days of the placement of an order. *Id.* at 222.

The RFP did not specify an adjectival rating system for the experience and management factors. However, the source selection plan (SSP), which was not provided to offerors, stated that the evaluators would assign the experience factor, the management factor, and each management subfactor a rating of either outstanding, good, acceptable, marginal, or unacceptable. AR, Tab 89a, SSP at 32-33. As relevant to this protest, an “outstanding” rating under the experience and management factors was defined as “[p]roposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.” *Id.* at 33. A “good” rating under the experience and management factors was defined as “[p]roposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.” *Id.*

With regard to cost/price, the agency was to calculate a total evaluated price to the government. RFP at 222. In its assessment of the total evaluated price, the agency was to consider the reasonableness, cost realism, completeness, and balance of each offeror’s cost/price proposal. *Id.* The RFP specified that the total evaluated price would equal a proposal’s total proposed price plus any cost realism adjustments determined necessary in accordance with the agency’s cost realism analysis. *Id.* As relevant here, the agency would evaluate cost realism by reviewing the specific elements of each offeror’s proposed cost estimate to determine “whether the cost realistically reflects the offeror’s proposed approach.” *Id.* Through the cost realism analysis, the agency would adjust the offeror’s proposed cost to reflect any additions or reductions to cost elements to realistic levels, to arrive at a total evaluated price. *Id.* Further, the RFP explained the consideration of completeness as follows: “[s]ince exchanges are not intended, the Government requires complete proposals with respect to price. A complete proposal will include all information required by the RFP.” *Id.* As relevant here, the RFP provided that the agency “may reject any proposal if in the Government’s best interest at any time after receipt of proposal,” and that the agency may reject any proposal if it “fails to meaningfully respond to the instructions in Section L of this solicitation.” *Id.* at 219.

The agency would assess proposals under the small business participation factor based on the extent to which proposed small business participation meets the small business participation goals identified in the solicitation. *Id.* The RFP explained that the agency could assign a strength to a proposal that credibly meets or exceeds the solicitation’s small business participation goals, and could assign a weakness or significant weakness to a proposal that proposed small business participation at a level lower than the solicitation’s goals. *Id.* at 223. The RFP did not specify an adjectival rating system for the small business participation factor, but the SSP stated that the evaluators would assign each offeror’s small business participation a rating of either outstanding, good,

acceptable, marginal, or unacceptable. AR, Tab 89a, SSP at 34. As relevant to this protest, an “outstanding” rating under the small business participation factor was defined as “[p]roposal indicates an exceptional approach and understanding of the small business objectives.” *Id.* An “acceptable” rating under this factor was defined as “[p]roposal indicates an adequate approach and understanding of the small business objectives.” *Id.* A “marginal” rating under this factor was defined as “[p]roposal has not demonstrated an adequate approach and understanding of the small business objectives, and an “unacceptable” rating was defined as “[p]roposal does not meet small business objectives.” *Id.*

On or before the October 28, 2019 closing date, the agency received proposals from two offerors, DynCorp and GDLS. COS/MOL at 6; see RFP at 10. On November 14, following the compliance review and initial evaluation of proposals, the agency entered into discussions with both offerors through the issuance of evaluation notices. COS/MOL at 8. On June 23, the agency closed discussions and requested final proposal revisions. *Id.* The agency evaluated DynCorp’s and GDLS’s final proposals as follows:

	DynCorp	GDLS
Experience	Outstanding	Outstanding
Management	Good	Outstanding
Phase-In/Staffing Approach	Good	Outstanding
Contingency Deployment Capability	Good	Outstanding
Cost/Price	\$355,322,316	\$430,752,913
Small Business Participation	Outstanding	Acceptable

AR, Tab 88, Source Selection Decision Document (SSDD) at 2.

In evaluating DynCorp’s proposal as “good” under the phase-in/staffing approach subfactor, the agency evaluators identified two strengths and a weakness. *Id.* at 5-6. The strengths were assessed to DynCorp’s proposal under the phase-in/staffing approach subfactor for proposing a “thorough plan” to meet a proposed phase-in schedule of 120 days, which exceeded (*i.e.*, was shorter than) the required phase-in schedule by 60 days, and for demonstrating a thorough approach to recruiting, hiring, and processing new employees. *Id.* at 5. The agency assessed DynCorp’s proposal a weakness under the phase-in/staffing approach subfactor because of the perceived risk in DynCorp’s plan to hire 90 percent of the incumbent workforce.³ *Id.* at 5-6. The agency noted, with respect to certain certified instructor positions, that “DynCorp does

³ DynCorp had already hired six of the required 42 qualified training instructors. See AR, Tab 88, SSDD at 5-6. These six proposed instructors constitute more than 10 percent of the total required qualified training instructors.

not currently have a pool of available certified instructors” and that its proposed plan to hire, train, and certify instructors within the proposed 120 day phase-in “exceeds a standard [8-]hour day, [5-]day a week training schedule.” *Id.* at 5. The agency concluded that the anticipation of 90 percent incumbent capture was a weakness, given DynCorp’s proposed 120-day phase-in schedule, because if DynCorp failed to meet its proposed 90 percent incumbent-hire rate, its hiring and training plan for the required personnel increased the risk that it would fail to meet a “compressed” phase-in schedule. *Id.* at 6.

The agency’s evaluators assigned GDLS’s proposal an “outstanding” rating under the phase-in/staffing approach subfactor, identifying four strengths and no weaknesses. *Id.* at 5. The assessed strengths under this subfactor include a strength for GDLS, as the incumbent, currently meeting 100 percent of the labor requirement for qualified and certified personnel, which would allow GDLS to exceed the maximum allowed phase-in schedule by 90 days.⁴ *Id.* at 5. The source selection authority (SSA) found GDLS’s proposal to be significantly more advantageous than DynCorp’s under the phase-in/staffing approach subfactor. *Id.* at 6. The SSA specifically considered GDLS’s strength for exceeding the phase-in schedule requirement by 90 days with low risk to be “overwhelmingly more meaningful” as a strength than DynCorp’s strength for exceeding the phase-in schedule requirement by 60 days with moderate risk of not meeting the schedule. *Id.*

The evaluators assigned a “good” rating to DynCorp’s proposal under the contingency deployment capability subfactor, identifying one strength and no weaknesses. *Id.* at 7; AR, Tab 25, DynCorp Final Management Evaluation at 22. In evaluating GDLS’s proposal to be “outstanding” under the contingency deployment capability subfactor, the evaluators identified one strength and no weaknesses. AR, Tab 88, SSDD at 7; AR, Tab 59, GDLS Final Management Evaluation at 12. The SSA found that both proposals had a “high likelihood” that the offeror would complete the required field service representative and maintenance services within 60 days of ordering the services during a contingency operation. AR, Tab 88, SSDD at 7. However, the SSA considered GDLS’s proposal to be “slightly more advantageous” than DynCorp’s under this subfactor when comparing the offerors’ plans for staffing the contingency deployment labor requirements.⁵ *Id.* at 8. When taking into account the relative order of

⁴ The evaluators noted that GDLS would likely be able to meet the RFP’s requirements under the phase-in/staffing approach subfactor on day 1 of contract performance. See AR, Tab 59, GDLS Management Evaluation at 10. However, the RFP specified that no additional evaluation credit would be given for a proposed completion date that “exceeds the objective of no-later-than 90 days.” RFP at 222.

⁵ Specifically, the SSA found that GDLS’s approach of utilizing available personnel to fulfill the deployment requirement provided more risk reduction, compared to DynCorp’s approach of hiring and deploying [DELETED] for heavy-equipment mechanic labor. AR, Tab 88, SSDD at 8.

importance of the management subfactors,⁶ the SSA found GDLS's management factor proposal to be significantly more advantageous than DynCorp's management factor proposal. *Id.*

In evaluating DynCorp's proposal as "outstanding" under the small business participation factor, the evaluators identified seven strengths and no weaknesses. AR, Tab 42b, DynCorp Small Business Evaluation, at 12. Specifically, the agency assessed a strength for each small business goal that it found that DynCorp credibly proposed to exceed. AR, Tab 88, SSDD at 8. In evaluating GDLS's proposal as "acceptable" under the small business participation factor, the evaluators identified two strengths and five weaknesses. AR, Tab 69, GDLS Small Business Evaluation at 15. The agency assigned GDLS strengths for both small business goals it had credibly proposed to exceed, and weaknesses for each of the small business goals it had not proposed to meet. *Id.* Based on the above, the SSA found DynCorp's small business participation proposal to be "significantly more advantageous" than GDLS's. AR, Tab 88, SSDD at 9.

Based on the agency's evaluation, as well as the SSA's own analysis, the SSA concluded that GDLS's proposal was the most advantageous and presented the best overall value under the terms of the RFP. *Id.* at 9-10. In comparing GDLS's and DynCorp's proposals, the SSA noted GDLS's evaluated superiority in the experience and management factors while acknowledging DynCorp's advantage in the small business participation factor and its lower total evaluated price. *Id.* Based on these considerations, and along with the relative importance the RFP assigned each factor, the SSA concluded that GDLS's proposal was worth the \$75,430,597 price premium and represented the best value to the government. *Id.* at 10.

The agency subsequently notified DynCorp of the award to GDLS and provided DynCorp with a debriefing. COS/MOL at 11. On September 8, DynCorp filed the instant protest.

DISCUSSION

DynCorp challenges various aspects of the agency's selection decision, including the evaluation of proposals under the management, cost/price, and small business participation factors, and maintains that the best-value decision was unreasonable. For the reasons that follow, we find no basis on which to sustain the protest.⁷

⁶ As noted above, the phase-in/staffing approach subfactor was significantly more important than the contingency deployment capability subfactor. RFP at 221.

⁷ DynCorp raises other collateral issues. While our decision does not address every issue, we have considered the arguments and find that none provides a basis to sustain the protest.

Management Evaluation

DynCorp presents multiple allegations regarding the agency's evaluation under the management factor's phase-in/staffing approach subfactor. As discussed below, we reject all of DynCorp's assertions.

DynCorp contends that the lone weakness assessed to its proposal under the management factor was unreasonable. Protest at 19-22; Comments & Supp. Protest at 19-23. As discussed above, the agency assigned a weakness to DynCorp's proposal under the phase-in/staffing approach subfactor based on its conclusion that if DynCorp was unable to meet its stated goal of hiring 90 percent of the incumbent workforce, then DynCorp might not be able to hire, train, and qualify new personnel within its proposed 120 day phase-in schedule. See AR, Tab 88, SSDD at 5-6. First, DynCorp objects to the evaluators' characterization that DynCorp's staffing approach "relies on" hiring 90 percent of the incumbent workforce, arguing that it instead proposed a multifaceted approach to staffing that was not dependent on incumbent capture alone. Comments & Supp. Protest at 20; see AR, Tab 88, SSDD at 5. The protester also contends that "the Army did not identify any risk" associated with the SSA's presumption that there could be a "burden of hiring' new personnel," and argues that such a weakness is contrary to the strength the agency assigned to DynCorp for its thorough approach to recruiting, hiring, and processing new employees. Protest at 20-21 (*citing* AR, Tab 88, SSDD at 5); see Comments & Supp. Protest at 21-22.

The agency responds that it reasonably evaluated DynCorp's phase-in/staffing approach and that the assigned weakness was "appropriate and consistent with the RFP." COS/MOL at 26. The Army argues that its use of the term "relies on" was appropriate because DynCorp proposed a phase-in plan that anticipated 90 percent incumbent capture. *Id.* at 26-27. The agency also argues that the evaluation record details the evaluators' consideration of DynCorp's other methods of recruiting, hiring, and processing new employees, other than incumbent capture. *Id.* at 27-29. Further, the agency notes that it identified the weakness--based on the potential burden of needing to hire new personnel--in the very first evaluation notice it sent to DynCorp. *Id.* at 28. Finally, the agency contends that the assigned strength referenced by the protester does not contradict the weakness because the weakness reflected the risk associated with the particular burden of hiring and training new personnel on a compressed schedule. *Id.* at 27-28, 35.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor will we substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8.

Here, the RFP provided that the agency would assess the offeror's approach to providing qualified personnel to fulfill the quantity of hours in the first ordering period "within schedule" and would also take into account an offeror's "proposed staffing approach and techniques for acquiring and retaining qualified personnel." RFP at 221. In its proposal, DynCorp described its approach to staffing the first ordering period as follows:

We focus on streamlined management and retention of a qualified incumbent workforce. Through comprehensive marketing surveys, [DynCorp] structured a competitive salary and benefit package to facilitate 90 percent incumbent capture or better and offset any vacancies through our existing pool of qualified candidates.

AR, Tab 10a, DynCorp Management Proposal, Fifth Revision, June 18, 2020, at 32.

Despite the protester's claim to the contrary, the record contains multiple instances where the agency identified the risk associated with the burden of hiring and training new personnel, including, as noted above, the first management factor evaluation notice sent to DynCorp. AR, Tab 25, DynCorp Management Evaluation at 8-9, 19; AR, Tab 88, SSDD at 6; AR, Tab 17, DynCorp Evaluation Notice MGT-01 at 2. Specifically, the language of the relevant evaluation notice stated:

If the offeror does not realize at least 90 [percent] of an incumbent hire rate, who are already qualified/trained, then the offeror will have the burden of hiring and training new personnel, which increases the risk of [not] meeting the proposed 90 day Phase in Schedule.

AR, Tab 17, DynCorp Evaluation Notice MGT-01 at 2.

DynCorp provided a response to the evaluation notice and submitted proposal revisions. AR, Tab 21, DynCorp Response to Evaluation Notice MGT-01 at 3-12. The evaluators found that DynCorp's response to the evaluation notice provided more information regarding the firm's ability to hire 90 percent of the incumbent workforce, and adjusted their compensation to be "more attractive," but did not meaningfully address the agency's concern as to the risk that existed if DynCorp failed to meet its hiring goals. AR, Tab 25, DynCorp Management Evaluation at 9. Even after DynCorp increased its phase-in schedule to 120 days in a later proposal revision, the evaluators found that the weakness remained. *Id.* at 19; see, e.g., AR, Tab 10a, DynCorp Management Proposal, Fifth Revision, June 18, 2020, at 1. The SSA agreed with the assignment of this weakness, describing the 120-day phase-in schedule as "very compressed." AR, Tab 88, SSDD at 6.

On this record, we find no basis to question the agency's assessment of a weakness with regard to DynCorp's phase-in and staffing approach. We find it reasonable for the agency to have characterized DynCorp's approach as reliant on 90 percent incumbent

capture where DynCorp's proposal called incumbent capture its "focus," to which the proposed pool of non-incumbent candidates was secondary. See AR, Tab 10a, DynCorp Management Proposal, Fifth Revision, June 18, 2020, at 1. Further, we see no basis to object to the agency's assignment of both a strength for DynCorp's approach to recruiting, hiring, and processing new employees on the one hand, and a weakness for the risk presented by its hiring approach combined with its 120-day phase in schedule on the other, because they concern two separate aspects of the agency's evaluation.

As noted above, the RFP specifically provided that proposals would be evaluated both for their approach to providing qualified personnel "within schedule" and, more generally, for the offeror's "proposed staffing approach and techniques for acquiring and retaining qualified personnel." RFP at 221. Given the language of the RFP, we find it reasonable that the agency could assess a strength for the protester's thorough staffing approach while assessing some risk, and therefore a weakness, based on the conclusion that DynCorp's strong approach might not meet its proposed phase-in schedule. Finally, as noted above, the record establishes that the agency identified a specific risk flowing from DynCorp's phase-in and staffing approach under an evaluation subfactor for which assessment of the risk was appropriate. While DynCorp may disagree with the agency's judgments, it has failed to establish that those judgments were unreasonable. Accordingly, this protest ground is denied.

Next, DynCorp asserts that the agency conducted misleading discussions with DynCorp under the phase-in/staffing approach subfactor. Comments & Supp. Protest at 30-32. DynCorp admits that the agency had advised it in a previous evaluation notice that it perceived a weakness based on whether DynCorp would be able to meet the contract's requirements if the 90 percent incumbent capture approach failed. Comments & Supp. Protest at 32. However, the protester argues that the agency's framing of its concern in the fifth evaluation notice, which, in the protester's view, indicated an assumption that the 90 percent incumbent capture would succeed, affirmatively misled DynCorp to believe the agency had resolved its prior concern. *Id.*

As noted above, the weakness identified in DynCorp's first management evaluation notice stated:

If the offeror does not realize at least 90% of an incumbent hire rate, who are already qualified/trained, then the offeror will have the burden of hiring and training new personnel, which increases the risk of [not] meeting the proposed 90 day Phase-In Schedule.

AR, Tab 17, DynCorp Evaluation Notice MGT-01 at 2.

DynCorp's fifth management evaluation notice stated:

If the offeror is successful in their plan of retaining 90% of the incumbent instructors they will still have a requirement to hire and to train new instructors to fulfill the Phase in requirement.

* * * * *

Based upon the offeror's proposal, the Government has assessed a high risk associated with the offeror successfully accomplishing the Ordering Period 1 contract requirements to provide the required [] instructors that will meet the variant specific certification requirements in [RFP] Section C.1.5.5 . . . within the proposed 90 day Phase-In schedule.

AR, Tab 43, DynCorp Evaluation Notice MGT-05 at 2.

Discussions, when conducted, must be meaningful; that is, they must identify deficiencies and significant weaknesses that exist in an offeror's proposal. *Vectrus Sys. Corp.*, B-412306.2, B-412306.3, January 6, 2017, 2017 CPD ¶ 37 at 10. This requirement is satisfied when an agency leads an offeror into the areas of its proposal that require amplification or revision. *Id.* at 11. In this regard, we have repeatedly noted that an agency is not obligated to "spoon-feed" an offeror as to each and every item that could be revised, nor is there an obligation for agencies to conduct successive rounds of discussions until all proposal defects have been corrected. *See, e.g., ITT Indus. Space Sys., LLC*, B-309964, B-309964.2, Nov. 9, 2007, 2007 CPD ¶ 217 at 12; *OMV Med., Inc.*, B-281490, Feb. 16, 1999, 99-1 CPD ¶ 38 at 7. However, an agency may not mislead an offeror through the framing of a discussion question into responding in a manner that does not address the agency's actual concerns, or otherwise misinform the offeror about a problem with its proposal. *Nexant, Inc.*, B-407708, B-407708.2, Jan. 30, 2013, 2013 CPD ¶ 59 at 3-4.

Here, as discussed above and conceded by the protester, the agency led DynCorp into the only area of its management proposal that remained a weakness in the agency's final evaluation, indicating to DynCorp that it was concerned about the firm's ability to meet its proposed phase-in schedule if it failed to achieve 90 percent incumbent capture. AR, Tab 17, DynCorp Evaluation Notice MGT-01 at 2. As the protester points out, the relevant evaluation notices discuss two different concerns, each of which posits a different hypothetical, one if DynCorp's 90 percent incumbent capture approach succeeded, and another if it failed. *Compare* AR, Tab 17, DynCorp Evaluation Notice MGT-01 at 1-2 *with*, AR, Tab 43, DynCorp Evaluation Notice MGT-05 at 1-2. On this record, we find that the language in the fifth management evaluation notice--"If the offeror is successful in their plan of retaining 90% of the incumbent instructors"--is sufficiently clear and should not have mislead DynCorp to think the agency "explicitly assumed" that its incumbent capture goal would succeed.

Further, the record demonstrates that the agency's concerns identified in DynCorp's fifth management evaluation notice were ultimately resolved through extended discussions. AR, Tab 25, DynCorp Management Evaluation at 14-16. Accordingly, we see no basis

to conclude that the Army's framing of its discussions mislead DynCorp into responding in a manner that did not address the agency's actual concerns. On these facts, we conclude that the Army's discussions were not misleading and adequately advised DynCorp of two distinct concerns it had with DynCorp's proposal.

Cost/Price Evaluation

DynCorp also alleges that GDLS failed to submit material subcontractor information required by the RFP. Comments & Supp. Protest at 3-12; Supp. Comments at 2-9. The protester contends that the agency was required to conclude that the awardee failed to meet a material solicitation requirement and was therefore ineligible for award. Comments & Supp. Protest at 11-12, *citing Orion Technology, Inc.*, B-405077, Aug 12, 2011, 2011 CPD ¶ 159 (denying a protest challenging the agency's rejection of the protester's proposal where the protester failed to furnish cost information expressly required by the solicitation and necessary for the cost evaluation described in the solicitation). In this regard, the protester argues that the language in the cost/price evaluation section of the RFP, stating that "the Government requires complete proposals with respect to price" and that a "complete proposal will include all information required by the RFP," made explicit compliance with the RFP's submission instructions mandatory. Comments & Supp. Protest at 8. Further, the protester argues, without challenging the realism or reasonableness of GDLS's proposed subcontractor costs, that GDLS's proposal could not have provided sufficient information for the agency to conduct a reasonableness or realism evaluation. *Id.* at 10.

The agency does not meaningfully argue that GDLS submitted all the subcontractor information it was instructed to provide by section L of the RFP. See Supp. COS/MOL at 5. Rather, the agency responds that GDLS provided all material subcontractor cost information, that is, sufficient information regarding its proposed subcontractor costs for the Army to evaluate the reasonableness and realism of GDLS's proposal. *Id.* In this regard, the agency notes that its initial evaluation of GDLS's subcontractor costs found that the awardee had not provided sufficient subcontractor information, but that the awardee corrected these omissions in the course of discussions. *Id.* at 5-10, *see also* AR, Tab 67, GDLS Cost/Price Evaluation at 24-26. In short, the agency contends that its evaluation of GDLS's proposed subcontractor costs was reasonable under the terms of the solicitation and within the agency's discretion. Supp. COS/MOL at 13-14. We agree.

As noted above, in considering challenges to an agency's proposal evaluation we do not reevaluate proposals; rather, we review the agency's evaluation to ensure that it was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *AECOM Mgmt. Servs., Inc., supra*. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC, supra*.

The RFP provides that the agency "may reject any proposal if it is in the Government's best interest at any time after receipt of proposal[s]," including for failure "to

meaningfully respond to the instructions in Section L” of the RFP. RFP at 219. The use of the word “may” means that the agency had the option, but not the obligation, to reject a proposal that it finds failed to meet the RFP’s submission requirements. See *Orbital Scis. Corp.*, B-414603, B-414603.2, July 26, 2017, 2017 CPD ¶ 249 at 6. As noted above, DynCorp points to the RFP’s requirement that the agency evaluate the completeness of offerors’ cost proposals, arguing that this provision required the Army to reject GDLS’s proposal for allegedly failing to include some information the RFP required.⁸ However, the protester does not identify any language in the RFP’s completeness evaluation provision that would require the rejection of a proposal that was incomplete in this way.⁹ See RFP at 222. Here, the Army concluded that, through discussions, GDLS provided sufficient information regarding its proposed subcontractor costs, *i.e.*, that GDLS ultimately complied with the RFP’s instructions. See AR, Tab 67 GDLS Cost/Price Evaluation at 26. DynCorp’s disagreement with the agency’s conclusion, without more, does not render the Army’s evaluation unreasonable.¹⁰ We deny this ground of protest.

Small Business Participation Evaluation

The protester also argues that the agency’s evaluation of GDLS’s small business participation plan was unreasonable. Protest at 33-34; Comments & Supp. Protest at 18-19. Specifically, DynCorp contends that the agency’s failure to assess multiple significant weaknesses and a rating of unacceptable to GDLS’s proposal, based on GDLS’s failure to propose to meet some of the RFP’s small business goals, was a “failure to follow the evaluation criteria.” Protest at 34; Comments & Supp. Protest at 18. In its comments, the protester also challenges for the first time the agency’s

⁸ DynCorp repeatedly cites to *Orion Technology, Inc.* to support its allegation that the type of information GDLS did not submit in its proposal is material and that its omission precluded the agency from evaluating the proposal. Comments & Supp. Protest at 11-12; Supp. Comments at 4, 8. However, the facts of *Orion*, and other similar decisions cited by the protester, are distinguishable from the facts here. In *Orion*, unlike here, the agency found that the protester’s proposal never included required subcontractor cost/price information and determined that the omission mandated rejection of the proposal. *Orion Technology, Inc.*, *supra* at 3.

⁹ Our review of the RFP’s language did not reveal any mechanism for rejecting a proposal for lack of completeness beyond the discretionary rejection language discussed above. See *Id.*

¹⁰ Even if an agency arguably may have waived or relaxed a solicitation requirement, a protester must still show that it was competitively prejudiced by the agency’s actions. See *Orbital Scis. Corp.*, *supra* at 6. In order to demonstrate competitive prejudice resulting from an agency’s waiver or relaxation of solicitation requirements a protester must show that it would have altered its proposal to its competitive advantage, had it known the requirement would be waived. *Id.* DynCorp has made no such showing here.

conclusion that the small business participation GDLS proposed was “credible” under the RFP’s evaluation scheme, arguing that inconsistencies in GDLS’s proposal that the agency identified in its management evaluation should have precluded such a finding. Comments & Supp. Protest at 17-18.

The agency argues that it properly evaluated GDLS’s small business participation plan in accordance with the terms of the solicitation. COS/MOL at 55-58. With regard to GDLS’s rating of “acceptable” under this factor, the agency states that although the credible goals that GDLS proposed failed to meet the RFP’s goals, the RFP did not identify the goals as “hard requirements”; and that in this circumstance, a rating of acceptable was consistent with the terms of the RFP. *Id.* at 57. Based on the following, we agree with the agency.

The evaluation of an offeror’s proposal under a small business participation factor is a matter within the agency’s discretion. *Mission Essential Pers., LLC*, B-410431.9, B-410431.10, Mar. 18, 2015, 2015 CPD ¶ 109 at 7. In reviewing an agency’s evaluation, our Office will not reevaluate proposals; instead, we will examine the record to ensure that the evaluation was reasonable and consistent with stated evaluation criteria and applicable procurement statutes and regulations. *Id.* at 7-8; *Cajun Constructors, Inc.*, B-409685, July 15, 2014, 2014 CPD ¶ 212 at 7.

The RFP provided that, for the small business participation factor, the agency would evaluate the offeror’s “approach to achieving the Government’s objective of providing opportunities in meeting” the RFP’s seven small business participation goals, “based on the extent of small business participation proposed and credibility of the data provided in the proposal. . . .” RFP at 222-223. The RFP further provided:

[w]here the Offeror proposes small business participation lower than the Government’s goals, or where the Offeror is assessed as not credibly being able to achieve the Government’s goals, the Government may assign a weakness or significant weakness against such proposal.”

RFP at 223.

Here, the record demonstrates that the agency evaluated the credibility of the proposed small business participation levels by verifying the small business classifications and size standards for GDLS’s proposed small business subcontractors, using the system for award management, and the Small Business Administration’s dynamic small business search database. AR, Tab 69, GDLS Small Business Participation Evaluation at 11. Finding all of GDLS’s proposed subcontractor participation to be credible, the agency analyzed the extent to which the proposed participation met the RFP’s small business goals. *Id.* at 11-12, 14. As a result of its evaluation, the agency assigned GDLS strengths for both small business goals it had credibly proposed to exceed, and weaknesses for each of the small business goals it had not proposed to meet. *Id.* at 14-15.

The agency concluded that GDLS's proposed small business participation was acceptable, explaining that despite the assessment of five weaknesses, the agency found that GDLS "did credibly propose to achieve some portion of each RFP goal."¹¹ *Id.* at 15-16. DynCorp's objections have not identified a specific RFP requirement for the small business participation evaluation that the agency failed to follow.¹² Further, in light of the RFP provision that permitted, but did not require, the assignment of weaknesses to a proposal with a level of small business participation that was lower than the RFP's goals, the protester has not explained why the agency's assessment of five weaknesses to GDLS's proposal under this factor was improper. See RFP at 223. On this record, we find reasonable the agency's conclusion that GDLS's small business participation plan was acceptable.

Best-Value Decision

Finally, the protester challenges the agency's best-value tradeoff, first arguing that the determination was tainted by the alleged underlying evaluation errors. Protest at 45-46; Comments & Supp. Protest at 33-34. Alternatively, DynCorp contends that even if the underlying evaluation findings were valid, the agency's trade-off decision was unreasonable, arguing that the agency does not identify or provide sufficient detail to support the decision to pay a 21.2 percent price premium. Protest at 45-49; Comments & Supp. Protest at 33-34.

¹¹ The protester disagrees with the agency's conclusion that GDLS proposed to achieve some portion of each RFP goal, arguing that the protester proposed zero small business participation for historically underutilized business zone (HUBZone), veteran-owned (VOSB), and service-disabled veteran-owned (SDVOSB) small businesses. See Comments & Supp. Protest at 18. However, the record supports the agency's conclusion. GDLS proposed \$48,500 toward the HUBZone goal, \$57,000 toward the VOSB goal, and \$57,500 toward the SDVOSB goal. AR, Tab 51, GDLS Small Business Proposal, Fifth Revision, June 16, 2020, at 9. While these amounts round down to zero in proposal documentation expressing small business participation as a percentage, it does not mean GDLS proposed zero participation in these categories.

¹² The protester does argue that the agency should have assigned GDLS an "unacceptable" rating, noting that the agency defined an "unacceptable" rating as "[p]roposal does not meet small business objectives" and that "GDLS objectively failed to meet the objectives." Comments & Supp. Protest at 19. However, the definition cited by the protester comes from the source selection plan, not the RFP. AR, Tab 89a, SSP at 34. Ratings definitions in a source selection plan are internal agency instructions, not disclosed to offerors in the solicitation, and do not give outside parties any rights. *DTH Mgmt. JV*, B-283239, Oct. 6, 1999, 99-2 CPD ¶ 68 at 4; see also *Mandex, Inc.; Tero Tek Intl., Inc.*, B-241759 *et al.*, Mar. 5, 1991, 91-1 CPD ¶ 244 at 7. Further, the protester contradicts its own argument where it concedes that "the seven stated RFP goals are not mandatory minimums." Comments & Supp. Protest at 18.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Client Network Servs., Inc.*, B-297994, Apr. 28, 2006, 2006 CPD ¶ 79 at 9. Where, as here, a solicitation provides for a tradeoff between price and non-price factors, the agency retains discretion to make award to a firm with a higher technical rating, despite the higher price, so long as the tradeoff decision is properly justified and otherwise consistent with the stated evaluation and source selection scheme. Federal Acquisition Regulation 15.101-1(c), 15.308; *ADNET Sys., Inc.*, B-413033, B-413033.2, Aug. 3, 2016, 2016 CPD ¶ 211 at 17. In reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *The SI Org., Inc.*, B-410496, B-410496.2, Jan. 7, 2015, 2015 CPD ¶ 29 at 14.

We find that the agency's best-value tradeoff was consistent with the solicitation and well documented. The record demonstrates that the agency documented its consideration of the proposals, and the source selection decision includes a detailed comparison of the advantages of the proposals under each factor and subfactor.

In its tradeoff conclusion, the agency identified a slight advantage for GDLS's proposal compared to DynCorp's under the most important factor, experience, noting that GDLS's experience involving live fire training on military vehicles provides reduced performance risk. AR, Tab 88, SSDD at 9. The SSA also determined that GDLS's proposal was significantly more advantageous than DynCorp's under the second most important factor, management, noting that GDLS's proposal presented much lower risk associated with its phase-in approach under the phase-in/staffing approach subfactor; and a slightly lower risk in its approach to staffing qualified and deployable personnel in support of contingency operations under the contingency deployment capability subfactor. *Id.* at 9-10. The SSA also determined that DynCorp's proposal was significantly more advantageous than GDLS's under the least important factor, small business participation. *Id.* at 10.

Considering the entire evaluation under non-price factors, the SSA concluded that the merits and strengths associated with GDLS's experience and management factors made GDLS's non-price proposal more advantageous to the government, even considering that GDLS's proposal was significantly less advantageous under the small business participation factor. *See Id.* at 10. Given that the non-price factors combined were significantly more important than price, the SSA explained that even though DynCorp had a price advantage over GDLS, GDLS's proposed technical solution was worth a \$75,430,597 price premium over 5 years. *Id.* at 9-10.

Based on this record, the agency's tradeoff analysis and selection of the technically superior, higher-priced proposal is consistent with the solicitation's terms and does not provide a basis for our Office to sustain a protest.

The protest is denied.

Thomas H. Armstrong
General Counsel