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# Decision

**Matter of:** ENGlobal Government Services, Inc.

**File:** B-419612; B-419612.2

**Date:** May 14, 2021

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April Y. Shields, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging various aspects of the agency's evaluation under the non-price and price factors, including the evaluation of the awardee's lower price, is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protest challenging the agency's best-value tradeoff decision is denied where the underlying evaluation was reasonable and where the agency documented its basis for award to a lower-rated, lower-priced offeror.
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## DECISION

ENGlobal Government Services, Inc. (EGS), of Tulsa, Oklahoma, protests the award of a contract to Kellogg, Brown & Root Services, Inc. (KBR),<sup>1</sup> of Houston, Texas, under request for proposals (RFP) No. SP4702-20-R-0014, issued by the Defense Logistics Agency (DLA) for maintenance of automated fuel handling equipment. The protester challenges various aspects of the agency's evaluation and source selection decision.

We deny the protest.

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<sup>1</sup> In its proposal, the awardee refers to itself as "KBR Services, LLC (formerly named Kellogg, Brown & Root Services, Inc.)." Agency Report (AR), Tab 33, KBR Final Proposal Revision Letter at 1.

## BACKGROUND

On June 17, 2020, the agency issued the RFP pursuant to Federal Acquisition Regulation (FAR) part 12, acquisition of commercial items, and part 15, contracting by negotiation. AR, Tab 1, RFP.<sup>2</sup> The RFP sought a contractor to support the maintenance and sustainment of all automated fuel handling equipment (AFHE) sites worldwide. The RFP explains that the AFHE system is an industrial control system with “real-time data acquisition/control and inventory management,” and its “primary purpose is to automate both transfer and inventory functions in order to reduce the risk of spills and leakage of petroleum.” AR, Tab 2, RFP Performance Work Statement (PWS) at 1. The contractor would be required to provide all personnel, equipment, materials, a maintenance program manager, and necessary services, and be able to respond to multiple requests simultaneously and work at multiple locations worldwide. *Id.*

The RFP contemplated the award of a single, fixed-price, indefinite-delivery, indefinite-quantity (IDIQ) contract. AR, Tab 6, RFP § M at 2. The contract would be performed over five years with a guaranteed minimum amount of \$100,000 and a maximum amount of \$49,500,000. RFP at 3; RFP PWS at 1.

The RFP provided for award on a best-value tradeoff basis considering five evaluation factors: technical approach; maintenance program management approach/personnel qualifications (“management approach”); past performance; cybersecurity; and price. RFP § M at 1-2. The RFP provided that the technical approach factor was “significantly more important” than the other non-price factors; that all of the non-price factors, when combined, were “significantly more important” than price; and that, “[a]s the non-price ratings become more equal among proposals, the evaluated price becomes more important.” *Id.* at 2.

Under the technical approach and management approach factors, the RFP provided that the agency would evaluate “the degree to which the offeror’s proposed approach meets all requirements and challenges, and demonstrates a clear understanding of the AFHE systems maintenance requirements as described in the solicitation.”<sup>3</sup> RFP § M at 4.

With regard to price, the RFP established multiple fixed-price contract line item numbers (CLINs), instructed offerors to complete a pricing template, and advised that offerors

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<sup>2</sup> The agency amended the RFP six times. All citations are to the Adobe PDF page numbers of the solicitation as amended, provided by the agency at Tabs 1-6 of the agency report.

<sup>3</sup> Under the technical approach and management approach factors, proposals were assigned ratings of outstanding/blue, good/purple, acceptable/green, marginal/yellow, and unacceptable/red. RFP § M at 4. For simplicity, this decision omits the color code and refers only to the associated adjectival rating.

were responsible for ensuring the pricing formats were complete, contained all prices necessary to meet the requirements, and “reflect the offeror’s proposed firm-fixed price.” AR, Tab 5, RFP § L, at 12. The RFP also provided that the agency could request additional pricing information such as an informal breakdown. *Id.* at 13. The RFP included a price reasonableness evaluation clause, and also provided, of relevance here, the following: “Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity of risks of the proposed work and may be grounds for rejection of the proposal.” RFP § M at 9.

On or before the August 11 due date for receipt of initial proposals, the agency received proposals from EGS (the incumbent contractor) and KBR.<sup>4</sup> After an initial evaluation, the agency established a competitive range, conducted discussions, and requested and received final proposal revisions (FPRs). The agency evaluated the FPRs as follows:

	<b>EGS</b>	<b>KBR</b>
<b>Technical Approach</b>	Good	Good
<b>Management Approach</b>	Good	Acceptable
<b>Past Performance<sup>5</sup></b>	Satisfactory Confidence	Satisfactory Confidence
<b>CyberSecurity</b>	Acceptable	Acceptable
<b>Price</b>	\$46,749,493	\$38,109,181

AR, Tab 34, Source Selection Authority Decision at 5.

Based on the evaluation reports, as well as the contracting officer’s recommendation, the source selection authority (SSA) concluded that KBR’s FPR was the most advantageous and presented the best overall value under the terms of the RFP. The SSA agreed with the contracting officer that “each offeror’s technical proposal represents a similar value” and that “both proposals demonstrated that the offerors understood the technical requirements of the performance work statement.” AR, Tab 34, Source Selection Authority Decision at 5. The SSA also noted EGS’s higher

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<sup>4</sup> The agency also received a proposal from a third offeror, which was later withdrawn. AR, Tab 34, Source Selection Authority Decision at 5.

<sup>5</sup> Under the past performance factor, the RFP required offerors to identify, among other things, two to five contracts awarded or completed over the past three years. RFP § L at 9. The RFP advised that the agency would consider the degree of recency and relevancy of prior contracts, along with the quality of products or service, and assign an overall past performance confidence rating to each proposal. RFP § M at 5-7. EGS and KBR each received “very recent” and “good” quality ratings, in addition to which EGS received an overall “very relevant” rating for its prior contracts, while KBR received an overall “relevant” rating for its prior contracts. AR, Tab 34, Source Selection Authority Decision at 5.

rating under the management approach factor and EGS's \$8 million price premium. The SSA concluded that "it is in the government's best interest to award to KBR to receive the benefit of the lower overall price, resulting from its [REDACTED] of its workforce while also meeting the PWS performance metrics." *Id.*

EGS was subsequently notified of the agency's award to KBR. After a debriefing, this protest followed.

## DISCUSSION

EGS challenges many aspects of the agency's source selection decision, including, but not limited to: the agency's evaluation under most of the non-price factors; the agency's price evaluation; and the best-value tradeoff decision. In its various protest submissions, EGS has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not specifically address all of EGS's arguments, we have considered all of them and find that they afford no basis on which to sustain the protest.

### Evaluation of Non-Price Factors

EGS presents multiple allegations regarding the agency's evaluation of both EGS's and KBR's proposals under three of the non-price factors, including technical approach and management approach. As discussed in the representative examples below, we find no basis to sustain EGS's protest.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor 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. *Computer World Servs. Corp.*, B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6. 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.

### Evaluation of EGS's Proposal

EGS argues that the agency's evaluation of its proposal under the technical approach and management approach factors was "arbitrary and unreasonable" and that it should have been rated higher than "good" under each factor. EGS asserts that the agency unreasonably failed to assess, in its proposal, at least eight additional strengths under the technical approach factor and at least four additional strengths under the management approach factor. Protest at 15-22; Comments and Supp. Protest at 19-29.

We agree with the agency's view that EGS's arguments are largely based on the protester's belief that, as the incumbent contractor, its proposal merited the highest

evaluation ratings. We note that there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that the agency assign or reserve the highest rating for the incumbent offeror. *FFLPro, LLC*, B-411427.2, Sept. 22, 2015, 2015 CPD ¶ 289 at 6. Nonetheless, the agency points out that it “acknowledge[d] the benefit of EGS’s incumbency status” under both the technical approach and management approach factors. Memorandum of Law (MOL) at 3-4. For instance, under the technical approach factor, the technical evaluation team assessed a strength in EGS’s proposal for having “historical knowledge, experience as the incumbent[,] and in[-]place active credentials, which decrease the risk of unsuccessful contract performance and increases[] the probability of successful performance.” AR, Tab 15, EGS Technical Evaluation Report at 3.

We address two representative examples of the protester’s arguments. As one example, EGS asserts that it should have received an additional strength under the technical approach factor for proposing the use of its “custom programed software called EMS [EnGlobal Management System],” an internal tracking and historical record-keeping system that the protester explains it “built specifically to meet the requirements” and it operates separately from the government’s required software. Protest at 16-17; Comments and Supp. Protest at 21.

Yet, the record shows that one of the strengths assessed in EGS’s proposal under the technical approach factor was for this feature. The technical evaluation team noted, among other things, that: EGS “maintains an active database called the EnGlobal Management System”; “[t]he use of an additional internal database to track all [corrective maintenance] incidents exceeds the government’s requirement to use the Government Asset Management System”; and “[a]ccess to this internal database decreases the risk of unsuccessful contract performance and increases the probability of successful performance.” AR, Tab 15, EGS Technical Evaluation Report at 3-4; see *also* Contracting Officer’s Statement (COS) at 6-7; AR, Tab 44, Declaration of Technical Evaluation Team Chairperson at 1. The protester did not meaningfully address this aspect of the record in its comments on the agency report, and its contention that it should have received even more credit for this feature of its proposal is unpersuasive.

As another example, EGS asserts that it proposed to use “experts” in calibrating AFHE meters and, therefore, that it “understands all the specific requirements.” Protest at 18-19; Comments and Supp. Protest at 24. We are unpersuaded that this aspect of EGS’s proposal necessarily merited a strength, given that the RFP required offerors, at a minimum, to address and demonstrate their understanding of the requirements. RFP § M at 3. To the extent EGS complains that the record does not specifically address this aspect of its proposal, we note that an agency is not required to document every single aspect of its evaluation or explain why a proposal did not receive a strength for a particular feature. See *InnovaSystems Int’l LLC*, B-417215 *et al.*, Apr. 3, 2019, 2019 CPD ¶ 159 at 10.

In sum, we have considered, and reject, all of EGS's assertions that the agency's evaluation was flawed for failing to assess additional strengths in its proposal or to assign it higher ratings, and these protest grounds are denied.

### Evaluation of KBR's Proposal

EGS challenges the agency's evaluation of KBR's proposal as "good" under the technical approach and "acceptable" under the management approach factors. Primarily EGS questions whether the agency reasonably evaluated the risk associated with the awardee's proposed hiring of the incumbent workforce. Protest at 24-26; Comments and Supp. Protest at 30-33. In this regard, EGS also argues that the agency unreasonably removed a weakness from its evaluation of KBR's initial proposal. *Id.* at 14.

The agency explains that, while the evaluators initially had concerns about KBR's proposed hiring of the incumbent workforce, those concerns were reasonably addressed and resolved through discussions and in their evaluation of KBR's FPR. The record shows that KBR proposed hiring [REDACTED] percent of the incumbent workforce, and the initial evaluation noted that "[t]here are some concerns that incumbent personnel might not be able to be transitioned or accept the position." AR, Tab 16, KBR Technical Evaluation Report at 4. In particular, with regard to the transition-in period, the technical evaluation team initially assessed a weakness and noted that, while KBR had identified a [REDACTED]-day timeline to hire incumbent employees, the timeframe to hire new personnel and obtain the necessary access cards "can take longer than [REDACTED] days, which could result in not meeting the requirement of the 90 day transition[-i]n period, which will appreciably increase the risk of unsuccessful contract performance." *Id.*

The agency raised these concerns with KBR during discussions. KBR's response included the following: "our compensation package offers pay at [REDACTED] or higher"; "we have retained an average of over [REDACTED] [percent] of the incumbent staff we target on our projects"; and "our recruiting efforts for this program have already begun," such that, "[w]hile we remain confident in our ability to retain the bulk of the incumbent workforce, we further minimize performance risk through proactive recruiting." AR, Tab 28, KBR Responses to Evaluation Notices One at 1-2. KBR also responded that its "proactive" efforts to fill any vacant positions would reduce the timeframe for hiring personnel during the transition, and proposed that, "[i]f [access cards] for new employees are not gained in time, KBR will [REDACTED]." *Id.* at 2-3. In the agency's view, KBR responded with a "level of sufficient detail [that] demonstrates that KBR has an adequate understanding of the requirements and will be able to meet the requirements." AR, Tab 16, KBR Technical Evaluation Report at 5; MOL at 7.

On this record, we find no basis to object to the agency's evaluation. In its various filings, EGS repeats its contention that, based on KBR's total price, the awardee proposed "significant wage reductions." Protest at 26; Comments and Supp. Protest at 30; see Supp. Comments at 15 n.6. Given that the agency raised this matter during

discussions, and reached a reasonable and contemporaneous conclusion, based on KBR's responses, that KBR will be able to meet the agency's requirements, we find unpersuasive the protester's contention that the agency could not properly accept KBR's assertions about its approach to compensation. AR, Tab 28, KBR Responses to Evaluation Notices One at 2; Comments and Supp. Protest at 31, *citing Alutiiq Pacific, LLC*, B-409584, B-409584.2, June 18, 2014, 2014 CPD ¶ 196 (finding unreasonable the agency's conclusion that the awardee could retain the incumbent workforce where the awardee "intend[ed] to offer compensation" that was "significantly below that currently being paid by [the incumbent protester]"); *but see, e.g., FEDSYNC BEI, LLC*, B-417492, B-417492.2, July 23, 2019, 2019 CPD ¶ 303 at 6 n.2 (protester's argument relying on *Alutiiq* is inapposite where the record did not suggest that the awardee intended to offer significantly lower compensation).

In sum, the protester's various assertions ultimately reflect disagreement with the agency's evaluation of the awardee's proposal, and these protest grounds are denied.

### Price Evaluation

EGS challenges various aspects of the agency's price evaluation, including, primarily, the agency's evaluation of KBR's lower price. Protest at 31-33; Comments and Supp. Protest at 3-12. As noted above, the RFP provided the following: "Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity of risks of the proposed work and may be grounds for rejection of the proposal." RFP § M at 9. On this language, the parties agree that the RFP permitted a price realism analysis, but disagree as to whether, and to what degree, the agency performed that analysis.

Where, as here, an RFP contemplates the award of a fixed-price contract, an agency may provide in the solicitation for the use of a price realism analysis for the limited purpose of measuring an offeror's understanding of the requirements or to assess the risk inherent in an offeror's proposal. *Puglia Eng'g of California, Inc.*, B-297413 *et al.*, Jan. 20, 2006, 2006 CPD ¶ 33 at 6; *Star Mountain, Inc.*, B-285883, Oct. 25, 2000, 2000 CPD ¶ 189 at 2. The nature and extent of the agency's price realism analysis ultimately are matters within the exercise of the agency's discretion, and our review of such an evaluation is limited to determining whether it was reasonable and consistent with the terms of the solicitation. *Northrop Grumman Info. Tech., Inc. et al.*, B-295526 *et al.*, Mar. 16, 2005, 2005 CPD ¶ 45 at 19.

The record shows that the agency was aware of, and concerned about, the awardee's lower price. The price evaluation team report states that "[p]rice proposals were evaluated to determine if the pricing reflects a clear understanding of the requirements" and "is consistent with the various elements of the offeror's technical proposal." AR, Tab 20, Price Evaluation Team Report at 2. The contracting officer also requested, and received, an informal cost breakdown for each CLIN "to gain an understanding of how the proposed price was developed and what factors contributed to the proposed price."

*Id.* at 3. The evaluators noted specific areas where KBR's prices appeared low and noted that "negotiations/discussions are necessary to ensure there is an understanding of [ ] how the proposed prices were established." *Id.* at 16; see also Supp. COS at 1.

During discussions, the agency raised its concerns with KBR. For example, the agency questioned KBR's projected profit and noted that it "seems to be under-inflated." AR, Tab 20, Price Evaluation Team Report at 15. Also, in the context of KBR's technical approach, the agency questioned whether KBR's proposed staffing plan and labor mix demonstrated an understanding of the resources necessary to perform the requirements. *Id.* at 14-16; Supp. COS at 1. Moreover, "KBR was reminded and they confirmed that they understood that this is a firm-fixed priced contract." AR, Tab 35, Price Negotiation Memorandum at 8. KBR responded to the agency's concerns by providing more explanation regarding its pricing approach. See AR, Tab 28, KBR Responses to Evaluation Notices One at 1-3; AR, Tab 30, KBR Responses to Evaluation Notices Two at 2-3.

In evaluating KBR's FPR, the agency again considered the awardee's lower price and concluded that it did not provide a basis to reject the awardee's proposal. The price evaluation team report noted: "KBR's pricing is understood and how their costs were calculated. Mainly, KBR is proposing to have technicians be [REDACTED] in lieu of having technicians placed at [REDACTED]." AR, Tab 20, Price Evaluation Team Report at 16. In this regard, the agency noted that "a potential driving cost difference between EGS and KBR is that KBR is planning to strategically place its technicians in geographical locations where they would be [REDACTED]," and that such an approach was permitted under the solicitation. AR, Tab 35, Price Negotiation Memorandum at 8. This aspect of KBR's proposal was also highlighted in the selection decision. AR, Tab 34, Source Selection Authority Decision at 4-5 (noting that "KBR's narrative indicated that [ ] not having technicians at [REDACTED] allows for lower costs").

In our view, the record reflects that the agency conducted a price realism analysis that was consistent with the solicitation. In this respect, the agency reasonably considered the awardee's lower price and concluded that it did not warrant an assessment of risk, or rejection of the awardee's proposal. See, e.g., *Flight Safety Servs. Corp.*, B-403831, B-403831.2, Dec. 9, 2010, 2010 CPD ¶ 294 (rejecting protester's challenge to the agency's price realism analysis where the record reflects that the agency reasonably considered the awardee's low price and concluded that its low price did not warrant rejection of the awardee's offer).

The protester's disagreement as to whether a price realism analysis was conducted also repeatedly points out that the contracting officer stated, during the debriefing, that "[t]here was no price realism evaluation completed as it was not required by the solicitation." Protest at 13, 31; Comments and Supp. Protest at 8; Supp. Comments at 3. The agency has sufficiently explained what it calls an "error in the debriefing," see Supp. MOL at 10 and Supp. COS at 1, and any further reliance on this statement concerns the adequacy of debriefings, which our Office generally does not review. See *Hallmark Capital Grp., LLC*, B-408661.3 *et al.*, Mar. 31, 2014, 2014 CPD ¶ 115

at 4 n.4 (“errors or misstatements in a debriefing are procedural matters that do not affect the validity of an otherwise reasonable award”); *Impact Resources, Inc.*, B-416093, June 11, 2018, 2018 CPD ¶ 207 at 7 (finding where, “on this record, we recognize that the debriefing letter does not reflect the actual evaluation performed by the agency”).

The protester argues further that the documents in the record “do not mention price realism, nor can a price realism analysis be inferred from any of the language in those documents.” Comments and Supp. Protest at 5. The protester points out that the documents show the agency conducted a price reasonableness analysis, and argues that those references establish that the agency did not also do a price realism analysis. See *id.* at 5-8. When awarding a fixed-price contract, as here, agencies are required to determine that the price offered is fair and reasonable, that is, whether the proposed prices are too high. FAR 15.402(a). The fact that the agency conducted a price reasonableness analysis, however, does not prove the absence of a price realism analysis here. See also Supp. MOL at 9 n.1 (arguing that the use of certain words was not required).

Finally, the protester’s assertion that “[t]here is no evidence that the agency ever evaluated whether KBR comprehended the complexity of risk of the proposed work,” Supp. Comments at 2, is belied by the record and unsupported by the protester’s reliance on what it characterizes as “an almost identical case.” *Id.* at 1, citing *Valor Healthcare, Inc.*, B-412960, B-412960.2, July 15, 2016, 2016 CPD ¶ 206 (sustaining protest where the agency failed to establish that it performed an adequate price realism evaluation under the terms of the solicitation). Although EGS complains that various aspects of the awardee’s price should have prompted greater scrutiny from the agency,<sup>6</sup> the protester has not established that the RFP required such analysis; as noted above, the nature and extent of the agency’s price realism analysis ultimately are matters within the exercise of the agency’s discretion. See, e.g., *GS4 Gov’t Servs*, B-401694, B-401694.2, Nov. 4, 2009, 2009 CPD ¶ 236 at 6-7 (denying protest where the protester “essentially disagrees with the level of scrutiny applied by the agency to [the awardee’s] proposal”). We also note that there is no obligation in a price realism analysis to verify each and every element of an offeror’s costs. *DynCorp Int’l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 18-19 n.9; see also *Sierra Nevada Corp.*, B-410485 *et al.*, Jan. 5, 2015, 2015 CPD ¶ 23 at 15 (denying protester’s “attempt to

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<sup>6</sup> For example, EGS points out that KBR’s price is below the incumbent protester’s historical costs and [REDACTED] percent less than the independent government cost estimate (IGCE). See Protest at 33; Comments and Supp. Protest at 6. The IGCE was \$[REDACTED]. AR, Tab 20, Price Evaluation Team Report at 3. The price evaluation report noted that “it may be a little harder to use the historical information” and “[c]omparisons to the previous contract will be limited since the contract structures are different,” as the predecessor effort was performed through a cost-plus-fixed-fee contract while the solicitation here contemplated the award of a fixed-price contract. *Id.*

impose a higher standard for the agency's review of price realism than that set forth by the RFP and applicable regulations").

Under these circumstances, EGS's protest fails to demonstrate that the agency's evaluation was unreasonable or inconsistent with the terms of the solicitation, and, accordingly, this protest ground is denied.<sup>7</sup>

#### Best-Value Tradeoff Decision

Finally, EGS contends that the agency's best-value decision was defective because it was based on alleged evaluation errors. Protest at 34-35; Comments and Supp. Protest at 41-43; Supp. Comments at 23-24. We conclude that the agency's evaluation and source selection decision were reasonable and in accordance with the terms of the solicitation. Here, the record shows that the SSA documented the decision to award to a lower-rated, lower-priced offeror, noting, among other things: the "similar value" represented by the offerors' technical proposals; EGS's higher rating under the management approach factor and \$8 million price premium; and the conclusion that "it is in the government's best interest to award to KBR to receive the benefit of the lower overall price, resulting from its [REDACTED] of its workforce while also meeting the PWS performance metrics." AR, Tab 34, Source Selection Authority Decision at 5. This allegation is also denied. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 15, *citing Laboratory Corp. of America*, B-414896.3,

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<sup>7</sup> Among its various points of disagreement with the agency's price evaluation, EGS also argues that the agency conducted improper discussions. As a representative example, EGS complains that the agency did not advise EGS during discussions that it could have reduced its transition-in costs. Comments and Supp. Protest at 12-14. While EGS's proposal included \$1,855,814 for transition-in costs, the protester now argues that, "[i]n reality, EGS has \$0.00 transition-in costs." *Id.* at 13. We note that the RFP specifically advised that "[t]he offeror may propose zero cost if there is no cost," RFP § L at 11, and we reject the protester's allegation. Discussions, when conducted, must identify proposal deficiencies and significant weaknesses and should discuss other aspects that reasonably could be addressed in order to materially enhance the offeror's potential for receiving award. FAR 15.306(d)(3); *Serco Inc.*, B-405280, Oct. 12, 2011, 2011 CPD ¶ 237 at 11. 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.

B-414896.4, July 13, 2018, 2018 CPD ¶ 264 at 12-13 (agency's best-value tradeoff decision is unobjectionable where all of the protester's evaluation challenges are denied).

The protest is denied.

Thomas H. Armstrong  
General Counsel