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Decision

Matter of: Dayton T. Brown, Inc.

File: B-402256

Date: February 24, 2010

Michael A. Gordon, Esq., and Fran Baskin, Esq., for the protester.
Maj. Jonathan P. Widmann, Maj. Karen L. Douglas, Col. Thomas J. Hasty, III, and Steven R. Fuscher, Esq., Department of the Air Force, for the agency.
Tania Calhoun, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that a solicitation's planned evaluation of two potential task orders provides another firm with an unfair price advantage due to that firm's prior work developing protocols required to perform the task orders is denied where the record shows that the other firm lost any competitive advantage it had when the protocols were released to all prospective offerors, and where the record shows that the magnitude and type of effort required by the task orders is significantly greater than that performed previously performed by the other firm.
 2. Protest that solicitation's evaluation factors are defective and impermissibly restrict competition because the solicitation sets forth a broad scope of work but the agency plans to evaluate proposals based only on the solicitation's task orders is denied where the record shows that the evaluation factors represent the key areas of importance to be considered during the evaluation, including both the task orders and the broader scope of work.
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DECISION

Dayton T. Brown, Inc. (DTB), of Bohemia, Long Island, New York, protests the terms of request for proposals (RFP) No. FA7000-09-R-0059, issued by the Department of the Air Force, U.S. Air Force Academy, to obtain support for engineering tasks and research activities for aging structures initiated by the Academy's Center for Aircraft Structural Life Extension (CAStLE) program. The protester essentially complains that another contractor would have an unfair competitive advantage under the RFP as drafted.

We deny the protest.

BACKGROUND

CAStLE, located in the Academy's Department of Engineering Mechanics, has a dual mission of supporting the education and training of cadets by bringing Air Force-relevant research and engineering activities into the classroom and by providing structural integrity tools and information to the Department of Defense, the National Aeronautics and Space Administration, and the Federal Aviation Administration aerospace structure communities. Statement of Work (SOW) ¶ 1.1. CAStLE activities cover a variety of tasks that follow aircraft and other structures through their life-cycle from cradle to grave. These tasks span a wide range of structure-related topics, including basic development and characterization of materials, mechanical testing of structures, material corrosion susceptibility and mitigation, computer modeling and finite element analysis, flight data acquisition, structural teardown and analysis, and analysis of damaged, failed and/or aged structures. SOW ¶ 1.2.

One of CAStLE's ongoing projects is the KC-135 Teardown Analysis Program. This program involves the Air Force's fleet of KC-135 tanker and transport aircraft, based on the Boeing 707 airframe, that date from the 1950s and 1960s. Since August 2008, the Air Force has obtained KC-135 teardown and analysis requirements via two task orders issued to Valdez International, Inc. under a previously competed contract for research support for various Academy departments. Under these task orders, Valdez developed procedures for KC-135 teardown and analysis and performed teardown and analysis of a KC-135 damaged during operations in the Arabian Peninsula.

In the spring of 2009, CAStLE initiated this acquisition. Over the summer, the agency conducted market research; analyzed potential organizational conflict of interests (OCI), particularly with respect to the KC-135 teardown and analysis activities being performed by Valdez; conducted an industry day for potential offerors in order to answer questions and disseminate acquisition information; and posted on-line answers to industry questions, draft solicitation documents, and the procedures and related documents for the KC-135 teardown program delivered under Valdez's existing task orders.

On September 29, 2009, the Air Force issued the RFP, as a small business set-aside, for the award of an indefinite-delivery, indefinite-quantity (ID/IQ) contract with fixed-price, fixed-price level-of-effort, and reimbursable contract line items, for a base year and four option years. The RFP provided that the contract value would not exceed \$90 million. The SOW outlined six major task sections--engineering; research, engineering, design analyses & development testing; full-scale testing; certification & force management development; force management execution; and general training/education/cadet learning environment and CAStLE support. The engineering task section includes structures teardown and non-destructive analysis. See SOW ¶ 2.2.2.1.

Offerors were asked to provide staff in specified labor categories to assist CASTLE faculty and students in performing a range of structural analysis and support activities. The SOW advised offerors that the contractor may be required to perform the CASTLE activities outlined above, as well as engineering, structures teardown, non-destructive analysis, design analysis and development testing, full scale testing, certification and force management development, force management execution, training/procedural support, and written reports/briefings. The SOW also advised that these types of activities may be required for a variety of structures. SOW ¶ 2.2.1.

The RFP provided detailed proposal preparation instructions that, among other things, required offerors to submit technical, past performance, and price proposals. The technical proposal was required to address offerors' approaches to performing the RFP's "basic" SOW and the SOWs for three task orders (Nos. 0001, 0002, 0003). The task orders concern KC-135 teardown and analysis services that "represented the known, potentially awardable efforts at the immediate time."¹ See RFP § L.4.3.5; Contracting Officer's (CO's) Statement at 18. For their past performance proposals, offerors were required to submit information on six recent contracts they considered most relevant in demonstrating their ability to perform the proposed effort, a rationale supporting their assertions of relevance, and past performance questionnaires from their references. RFP §§ L.6.0., L.6.3.

Offerors' price proposals were required to provide labor rate matrices that contained fully loaded, composite labor rates for all of the labor titles listed in the RFP. Offerors were informed that these rates would apply to all fixed-price and fixed-price, level-of-effort labor hour task orders. RFP § L.5.3.1. Offerors' task order price proposals were required to consist of fixed price labor hours by labor title for each task order, as well as fixed prices for travel, materials, transportation, and storage. Offerors were instructed that the task order labor rates must reflect the firms' proposed fixed-price rates. RFP § L.5.3.2.

The RFP stated that to assess technical acceptability the agency would evaluate technical proposals under two technical subfactors: technical performance and program management.² RFP § M.2.0. These subfactors would be used to assess offerors' approaches to performing both the basic SOW and the RFP's task orders.

¹ Task Order (TO) No. 0001 provides for structural teardown and analysis of one aircraft, while TO No. 0002 provides for the concurrent structural teardown and analysis of two aircraft. TO No. 0003 provides for the non-concurrent structural teardown and analysis of two aircraft.

² Proposals would be evaluated as acceptable, reasonably susceptible of being made acceptable, or unacceptable under these subfactors. RFP § M.2.5.

With respect to past performance, the RFP advised that the agency would use varying degrees of relevancy when assessing recent, relevant contracts. A “very relevant” rating would be given where a past performance effort involved “essentially the same magnitude of effort and programmatic and technical complexities this solicitation requires.” RFP § M.4.6. The solicitation identified various types of items the agency would consider in determining relevance, including items related to tasks described in the basic SOW and items concerning performance of teardown and failure analysis on the KC-135 or similar aircraft. RFP § M.6. Past performance would be assessed under the solicitation’s Performance Confidence Assessment Rating scheme as “substantial confidence,” “satisfactory confidence,” “limited confidence,” “no confidence,” or “unknown confidence.” RFP § M.4.4.

Turning to price, the RFP stated that an offeror’s evaluated price would be calculated as the sum of the offeror’s proposed task order prices for TO Nos. 0001 and 0002. RFP § M.3.1.2. Price proposals would be evaluated for reasonableness and to ensure balanced prices.

Offerors were informed that the Air Force intended to award a contract without conducting discussions to the offeror whose proposal gave the agency the greatest confidence it would best meet the requirements specified in the SOWs and the contract. RFP § M.1.0. The RFP stated that award would be on the basis of a past performance/price tradeoff, under which past performance was to be significantly more important than cost or price. Technically acceptable offers would be ranked by price and then by past performance, and award would be made to the offeror with the lowest evaluated price which received a “substantial confidence” assessment under past performance.³ The RFP provided that, if no technically acceptable offers received a “substantial confidence” rating, the source selection authority would assess technically acceptable offerors’ price and past performance ratings to make an integrated best value assessment. RFP § M.1.0.

The agency received proposals from [DELETED] offerors by the November 18 closing date.⁴ DTB, which did not submit a proposal, filed this protest prior to the closing date.

³ “Substantial confidence” means that, based on the offeror’s performance record, the government has a high expectation that the offeror will successfully perform the required effort. RFP § M.4.4.

⁴ The agency states the proposals have been sealed pending resolution of the protest.

DISCUSSION

DTB raises two distinct challenges here. First, it contends that Valdez has an unfair competitive advantage OCI. Second, DTB argues that the evaluation factors here unreasonably restrict the competition.

Unfair Competitive Advantage

The crux of DTB's complaint is that the RFP provides Valdez with an unfair competitive advantage, and that this advantage will arise particularly in the area of pricing. Specifically, DTB contends that the performance of the RFP's task orders will require the use of KC-135 teardown procedures, called "protocols," which were developed by Valdez under its existing task orders.⁵ DTB suggests that Valdez, by virtue of its development of the protocols, may have an unfair price advantage since only Valdez has "intimate" knowledge of the cost of using the protocols to perform the KC-135 teardown and analysis work.

The Air Force explains that, when it initiated the KC-135 Teardown and Analysis Program, it knew that various contractors and other entities would be involved and wanted to prevent the compartmentalization of knowledge about these processes in one single person or organization/company. To this end, CAStLE focused on creating three items -- the protocols themselves, Teardown Analysis Program Subject Identification Documents (TAPSID), and a Teardown Data Management System. CO's Statement at 8-9. The protocols and TAPSID were contract deliverables under Valdez's existing task orders.

Specifically, Valdez developed eight protocols. These protocols document the procedures and standards to be followed for each primary element of the teardown program, and represent best practices and lessons learned from prior teardown programs. The TAPSID is the data package for the program. CO's Statement at 9; Agency Report (AR), Tabs 26 and 27 (the Protocols and TAPSID, respectively). After

⁵ DTB also suggests that Valdez may have an OCI under FAR § 9.505-2(b)(1), which requires, with certain specified exceptions, that a firm that prepares, or assists in preparing, a competitive solicitation's work statement, or provides material "leading directly, predictably, and without delay" to such a work statement, may not be awarded a contract to supply the system or services covered by the work statement. In an October 2009 OCI Determination and Findings (D&F) documenting her analysis of potential OCIs, the contracting officer considered this issue and determined there was no OCI because the protocols were reviewed and modified by the government, and that any appearance of an OCI was mitigated by the release of the protocols to potential offerors. The record does not show that Valdez's contribution to the protocols and other documents led "directly, predictably and without delay" to the statement of work, requiring the agency to exclude the firm from the competition.

the protocols were drafted, each protocol was reviewed and approved by the program's oversight committee--comprised of experts from the Air Force and other government agencies--and the protocols were validated and modified by the government as required. AR, Tab 26, Protocol Documents, C/KC-135 Aircraft Teardown Plan and Objectives at 4 and Protocol 2, Teardown Section/Part Identification and Tracking, at iii. To neutralize the appearance of an OCI with respect to Valdez, the protocols and the TAPSID information were made available to potential offerors. CO's Statement at 10; AR, Tab 14, D&F OCI, at 2-5.

The Air Force contends that Valdez will not be afforded an unfair price advantage because of its knowledge and use of the protocols. Rather, the Air Force argues that the protocols are standardized documents that level the playing field for follow-on contracts, and that Valdez lost any competitive advantage it had when its knowledge of the process was documented in the protocols and provided to industry. We agree.

Moreover, the Air Force explains, and we agree, that the work required by the RFP's task orders is not, as DTB asserts, identical to that performed by Valdez. Instead, the magnitude of effort required by the RFP's task orders is significantly greater than prior efforts, and will require considerably more nondestructive inspection and failure analysis tasks. In this regard, the prior effort involved some 250 sections of the airframe compared to up to 800 sections here, and sections with different types of damage. In addition, the contractor will be required to perform teardown and analysis activities on teardown sections not included under the existing contract, involving different airframes with differing structural complexities. CO's Statement at 36-39.

DTB's assertion--that "possible" differences in the work is "irrelevant"--does not provide a sufficient basis for our Office to disagree with the agency's position that Valdez is not afforded an unfair price advantage by virtue of its development and use of the protocols. Any unfair competitive advantage Valdez might have gained through its development of the protocols should be minimal given their general release to prospective offerors. See Foley Co., B-203408, Sept. 14, 1993, 93-2 CPD ¶ 165 at 3 (bidder does not have an unfair competitive advantage where the bidder does not possess competitively useful information not available to other bidders). In addition, an agency is not required to compensate for every competitive advantage gleaned by a potential offeror's prior performance of a particular requirement. For example, an incumbent contractor's acquired technical expertise and functional knowledge of the costs related to a requirement's complexity are not generally considered to constitute unfair advantages the procuring agency must eliminate. Snell Enters., Inc., B-290113, B-290113.2, June 10, 2002, 2002 CPD ¶ 115 at 7.

Challenge to Evaluation Factors

DTB next argues that the solicitation's evaluation factors impermissibly restrict competition. The protester contends that the solicitation sets forth a broad scope of work, only one element of which concerns structural teardown and analysis. In

DTB's view, the Air Force's approach to evaluating proposals is based only on consideration of the solicitation's KC-135 teardown and analysis task orders, which impermissibly favors the firm currently performing these activities, Valdez.

Agency acquisition officials have broad discretion in selecting evaluation factors that will be used in an acquisition, and we will not object to the use of particular evaluation factors or an evaluation scheme so long as the factors used reasonably relate to the agency's needs in choosing a contractor that will best serve the government's interest. See FAR § 15.304(c); see also PPCSC/RAC BENNING JV 1, B-296239, July 19, 2005, 2005 CPD ¶ 137 at 5. Our review of the solicitation's evaluation factors shows that they represent the key areas of importance to be considered during the evaluation and reasonably relate to the agency's needs.

DTB's efforts to minimize the agency's needs for structural teardown and analysis, and the scope of those needs, are belied by the record. Structures teardown and non-destructive analysis is among the work anticipated under one of the basic SOW's six major task sections and not, as protester asserts, just one of 29 basic SOW tasks.⁶ Moreover, as discussed below, the agency has shown that the work in the task orders encompasses numerous sub-tasks within all of these major task sections. In addition, the July 2009 acquisition strategy panel briefing indicates that the primary purpose of the acquisition is to advance scientific/technical knowledge and apply that knowledge to the extent necessary to achieve agency and national goals, and that "significant teardown activities [are] required to get to the primary purpose." AR, Tab 22, Acquisition Strategy Panel Briefing, Slide 11. Finally, the contracting officer states that the RFP's task orders comprise approximately 20-30 percent of the potential contract value and represent known, potentially awardable efforts at the immediate time. CO's Statement at 18.

Our review shows that DTB's argument that the Air Force has elected to evaluate offers for the full scope of work based only on performance of the task orders is without basis. We address the technical, past performance, and price factors in turn.

Technical proposals were to address an offeror's proposed approaches to meeting the requirements of two subfactors, technical performance and program management. Offerors were also required to provide task order proposals and narratives in response to the RFP's three task order SOWs. Technical proposals were to be evaluated on a pass/fail basis for technical acceptability.

Under the technical performance subfactor, the RFP stated that the agency would evaluate the offeror's proposed approach "to meeting the technical requirements of

⁶ DTB's figure of 29 basic SOW tasks is derived from a mechanical count of each major task section in the SOW and each subtask within those task sections; such a mechanical count is not evidence of the relative significance of the SOW's tasks.

the tear down and analysis in the Basic SOW **and** Task Orders 0001, 0002, and 0003 SOWs” (emphasis added). RFP § M.2.1. The RFP set forth 9 “measures of merit” that would be used to ascertain when this subfactor was met. RFP § M.2.1.1. Taken together, these measures mirror the elements of the basic SOW. As a result, the RFP contemplates the evaluation of proposals for technical performance against the entire SOW and not just the task order SOWs.

Under the program management technical subfactor, the RFP stated that the agency would evaluate the offeror’s approach and capabilities to establish and maintain the program management support “in relationship to the requirements identified in the Basic SOW **and** TOs 0001, 0002, and 0003 SOWs” (emphasis added). This evaluation was to include the offeror’s ability to manage staffing, schedule, and logistics, as well as teaming approach. RFP § M.2.2. The RFP sets forth 7 measures of merit the agency will use to ascertain when this subfactor is met. RFP § M.2.2.1.

DTB is correct that several of these measures are associated with the task orders, but Section M’s instruction that the agency will evaluate the offerors’ approaches to both the basic SOW and the task order SOWs is buttressed by the language of these measures. The measures indicate the agency’s intention to use offerors’ approaches to the specific requirements of the task orders in order to assess how they will perform with respect to program management across the entire scope of work.

For example, one measure is “[y]our plan for transporting and storing KC-135 aircraft lots, teardown sections, and teardown parts for two complete KC-135 aircraft simultaneously, in accordance with the SOWs for TO [Nos.] 0001 and 0002, demonstrates a thorough process for accountability in not losing or damaging lots, sections and parts during transit or storage.” RFP § M.2.2.1.(a). By its terms, the RFP contemplates evaluating an offeror’s process for accountability across the scope of work by evaluating its specific approach to the task orders. Another measure is “Your approach for staffing in providing qualified personnel under [the task orders] demonstrates a complete and realistic plan to find, hire, and retain qualified personnel.” RFP § M.2.2.1.(b). Likewise, by its terms, the RFP contemplates evaluating an offeror’s staffing plan across the scope of work by evaluating its specific approach to staffing the task orders. While DTB objects that the RFP’s task orders do not involve the SOW’s other work elements, we find below that the agency has shown that the task orders involve a number of other work elements, and DTB has not persuaded us that its approach would differ if yet additional work elements were involved.

Turning to past performance, the agency planned to use a Performance Confidence Assessment Rating to assess the government’s confidence in the offeror’s probability of successfully performing as proposed. More recent and relevant past performance would have a greater impact than less recent or relevant effort. The agency would use varying degrees of relevancy when assessing recent, relevant contracts; the highest rating, “very relevant,” was defined as “present/past performance effort

involved essentially the same magnitude of effort and programmatic and technical complexities this solicitation requires.” RFP § M.4.6.

After the RFP was issued, several potential offerors expressed concern that aspects of the past performance evaluation terms were restrictive and favored Valdez. In response, the contracting officer amended the solicitation to, among other things, add a list of 14 items the government would consider in determining the relevancy of past performance. Among these were:⁷

- Performed a contract similar in order-of-magnitude to this acquisition (assuming the immediate execution of [the RFP’s task orders]).
- Transported and stored lots, sections and parts of aircraft of similar size to the KC-135/Boeing 707, having 50 sections or more and resulting in approximately 5,000 parts or more.
- Recruited, hired, and retained qualified personnel for teardown/analysis of aircraft similar to KC-135/Boeing 707, in a timely manner that enabled the offeror to successfully execute the effort within the schedule.
- Recruited and hired qualified personnel for engineering effort similar in scope to KC-135 teardown/analysis, in a timely manner that enabled the offeror to successfully execute the effort within the schedule.
- Scheduled and executed a teardown/analysis effort for aircraft of similar size to KC-135/Boeing 707, having 50 sections or more and resulting in approximately 5,000 parts or more.

RFP § M.4.6.

DTB argues that these items involve work tied to a teardown analysis of an aircraft similar to the KC-135 or Boeing 707, and that offerors without significant experience providing such analysis in this specific aircraft will be unable to achieve a “substantial confidence” rating.

We do not agree. The solicitation’s definition of relevance is not tied to any particular type of work. A “very relevant” rating is reserved for an offeror whose past performance involved “essentially the same magnitude of effort and programmatic and technical complexities this solicitation requires.” RFP § M.4.6. We see no reason why, under the evaluation scheme, an offeror is precluded from receiving a “substantial confidence” rating, even without experience on the KC-135

⁷ The other nine items mirror various requirements of the basic SOW, undermining the protester’s argument that the evaluation scheme will not result in an assessment of an offeror’s ability to perform the requirements in the basic SOW.

or Boeing 707, provided it has otherwise relevant past performance. Even with respect to the agency's consideration of items that refer to "similar aircraft" or aircraft of "similar size," the agency's needs are associated with an aircraft and other large-scale structures of a certain size and complexity. We have no basis to find the agency's consideration of these items as gauges of relevance to be unreasonable.

Turning to the price evaluation, offerors' price proposals were required to provide labor rate matrices that contained fully loaded, composite labor rates for all of the labor titles listed in the RFP. Offerors were informed that these rates would apply to all fixed-price and fixed-price, level-of-effort labor hour task orders. RFP § L.5.3.1. Offerors' task order price proposals were required to consist of fixed price labor hours by labor title for each task order, as well as fixed prices for travel, materials, transportation, and storage prices. Offerors were instructed that the task order labor rates must reflect the firms' proposed fixed-price rates. RFP § L.5.3.2.

All technically acceptable offers were to be ranked by their evaluated prices, which would be calculated as the sum of their proposed task order prices for TO Nos. 0001 and 0002. RFP § M.3.1.2. Price proposals would also be evaluated for reasonableness and to ensure balanced prices. RFP §§ M.3.1.1., M.3.1.3.

DTB argues that this evaluation method does not reasonably evaluate price because it is based solely on the KC-135 teardown and analysis efforts in two of the RFP's task orders, which DTB asserts do not represent most of the tasks in the basic SOW. DTB also contends that the labor categories necessary to accomplish the task orders do not represent a reasonable sampling of the labor categories listed in the RFP--the firm estimates a maximum of six of what it contends are 31 labor categories in the RFP would be necessary. DTB also asserts that the task orders would use a large proportion of lower-skilled labor categories that do not correlate to the other work elements in the basic SOW that would require labor categories with more advanced skills and higher levels of education.

Agencies must consider price or cost to the government in evaluating competitive proposals. 10 U.S.C. § 2305(a)(3)(ii) (2006). While it is up to the agency to decide upon some appropriate, reasonable method for proposal evaluation, an agency must use an evaluation method that provides a basis for a reasonable assessment of the cost of performance under the competing proposals. CW Gov't Travel, Inc.-Recon.; CW Gov't Travel, Inc., et al., B-295530.2 et al., July 25, 2005, 2005 CPD ¶ 139 at 4; Health Servs. Int'l, Inc.; Apex Env'tl, Inc., B-247433, B-247433.2, June 5, 1992, 92-1 CPD ¶ 493 at 3-4. In the context of ID/IQ contracting, this is often difficult because of uncertainty regarding what ultimately will be procured. Agencies have developed a variety of methods or strategies to address this difficulty, including sample tasks. General Dynamics Info. Tech., B-299873, Sept. 19, 2007, 2007 CPD ¶ 154 at 10, citing FC Bus. Sys., Inc., B-278730, Mar. 6, 1998, 98-2 CPD ¶ 9 at 3-5; Innovative Logistics Techniques, Inc., B-275786.2, Apr. 2, 1997, 97-1 CPD ¶ 144. Underlying each of these methods is the central objective of evaluating the relative cost of competing proposals in order to provide the agency's SSA a meaningful understanding of the

cost or price implications of making award to one or another concern.

We are not persuaded that the agency's methodology here is objectionable. In our view, the Air Force has shown that the sample task orders to be used for the price evaluation reasonably represent the work that will be performed under the contract.

The agency has provided a detailed explanation, in the form of a "correlation guide," showing that the work in the task orders involves numerous sub-tasks that involve all six major task sections in the basic SOW. In response, DTB contends that the protocols do not fully support the agency's explanation, and has provided its own analysis that supports its position.

DTB's position reflects its disagreement with the opinion of the agency's engineers-- in this case, the Director and Technical Director of CASTLE. We will not substitute our judgment for the contracting agency's technical judgment unless its conclusions are shown to be arbitrary or otherwise unreasonable. R&B Equip. Co., B-271194, May 22, 1996, 96-1 CPD ¶ 250 at 4. We have reviewed the record and conclude that DTB has not shown that the Air Force's position is unreasonable.

In our view, the language of the task order SOWs encompasses numerous tasks across the basic SOW, even if the descriptions of those tasks do not repeat the protocol instructions. Moreover, the solicitation provides that the protocols must be followed in performing the task orders, but does not prohibit an offeror from proposing to perform additional tasks that are within the scope of the task orders and set forth in the basic SOW. As the Air Force has explained, the magnitude of effort contemplated by these task orders is significantly greater than that previously performed by Valdez when it developed the protocols, and will require considerably more and different nondestructive inspection and failure analysis tasks. CO's Statement at 36-39. DTB's disagreement does not show that the agency's technical judgment is unreasonable. See Pegasus Global Strategic Solutions, LLC, B-400422.3, Mar. 24, 2009, 2009 CPD ¶ 73 at 10.

The Air Force also points out that the RFP does not list 31 labor categories but, rather, nine labor categories, most of which include varying levels depending upon experience and education, for a total of 31 labor titles. The Air Force has provided an analysis, broken down by task, supporting its estimate that the most likely labor mix for the task orders will use [DELETED] labor categories, and at least [DELETED] labor titles.

DTB maintains that only six labor categories will be necessary to perform the task orders and that there is no need for personnel with higher levels to perform most of the work because it is generally not complex. However, DTB's argument is driven largely by its view that the task orders do not involve an array of work across the SOW, a position which we have not found persuasive. The agency states that it provided varying levels within the labor categories to allow offerors the flexibility to determine their most optimum mix of categories and levels of labor. DTB's

disagreement with the agency's estimate of the labor mix likely here has not persuaded us that it is unreasonable.

The protest is denied.

Lynn H. Gibson
Acting General Counsel