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Decision

Matter of: The AEgis Technologies Group, Inc.; Wingbrace LLC

File: B-412884; B-412884.2; B-412884.3; B-412884.4

Date: June 28, 2016

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Jon D. Levin, Esq., W. Brad English, Esq., and J. Andrew Watson, Esq., Maynard Cooper & Gale, PC, for Cole Engineering Services, Inc., the intervenor. Michael G. McCormack, Esq., Department of the Air Force, for the agency. Stephanie B. Magnell, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest is denied where the agency's evaluations of the awardee's technical proposal and past performance were not unreasonable.
 2. Protest is denied where the agency's evaluation errors did not result in competitive prejudice to the protester.
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DECISION

The AEgis Technologies Group, Inc. (AEgis), of Huntsville, Alabama, and Wingbrace LLC (Wingbrace), of Burlington, Massachusetts, protest the award of a contract by the Department of the Air Force, Air Force Material Command, Air Force Life Cycle Management Center, Hanscom Air Force Base, Massachusetts, to Cole Engineering Services, Inc. (Cole), of Orlando, Florida, under request for proposals (RFP) No. FA8730-15-R-0026, to develop and maintain air warfare simulation software. RFP at 88.¹

We deny the protests.

¹ The agency electronically paginated the documents in the agency report. Citations to the record are to the electronic pagination.

BACKGROUND

The procurement, which was set aside for small business and conducted under Federal Acquisition Regulation (FAR) Part 15, anticipated award of a single indefinite-delivery, indefinite-quantity contract with a 5-year ordering period. The solicitation consisted of cost-plus-fixed fee (CPFF), CPFF level-of-effort (CPFF LOE), cost-reimbursable (CR) and fixed-price contract line item numbers (CLINs). RFP at 2-9. As part of their proposals, offerors were required to complete the model first delivery order provided with the RFP, which the agency would assess as part of its overall evaluation. Id. at 10, 131, 182. The Air Force intended to issue the first delivery order concurrent with contract award. Id.

The solicitation provided that award would be made to the offeror proposing the best value to the agency, considering technical solution, evaluated cost/price, and past performance in descending order of importance. Id. at 183. The technical solution factor consisted of three equally-weighted subfactors: system development and sustainment, exercise/event support, and test and integration. Id. Strengths would be assigned for “[a]n aspect of an offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.” Agency Report (AR), Tab 9b, Source Selection Authority (SSA) Decision Brief, at 32.² Weaknesses would be assigned for “[a] flaw in the proposal that increases the risk of unsuccessful contract performance.” Id. The proposed technical solution would be evaluated as to both quality and risk, which would factor equally into the agency’s evaluation of each technical solution subfactor. RFP at 183. As relevant to the protests, possible technical quality ratings under the solicitation were as follows:

Quality Rating	Description
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.

Id. at 184.

² The protests of AEgis and Wingbrace were joined after submission of separate agency reports. Where the agency reports are identical by document and tab number, the citation to the record does not distinguish between the protests.

The solicitation required the agency to assess the risk inherent in an offeror's proposed technical solution, considering the potential for disruption of the schedule, increase in costs or degradation in performance, need for increased agency oversight, or the likelihood of unsuccessful contract performance. Id. As relevant to the protest, a low risk rating was described as follows: "Has little potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties." Id.

The RFP also provided that the Air Force would conduct a cost realism assessment under FAR § 15.404-1(d) for each CLIN. RFP at 187. Of note, the RFP provided that the cost realism assessment on the CPFF LOE CLINs "will be based on the skill mix but will not be adjusted above the Government directed [LOE] identified in the cost formats[.]" Id. Then, for each proposal the agency would calculate the government estimate of most probable cost (GEMPC) for each of the CPFF CLINs (0001 and 0002) and the CPFF LOE CLINs (0003, 0004, and 0005). Id. at 188. The solicitation established that "[t]he GEMPC for the cost type CLINs, not the Contractor's proposed cost, will be used for the purpose of evaluation to determine the best value." Id. at 187. The agency intended to use the GEMPC for the cost CLINs to calculate each offeror's total evaluated price for the first delivery order; this total evaluated price was to be used in the agency's best value determination.³ Id. at 188.

The agency posted the solicitation to the Federal Business Opportunities website⁴ on September 3, 2015, and proposals were due on October 6. Id. at 131; Wingbrance, Air Force Combined Contracting Officer's Statement & Memorandum of Law (MOL), at 7. On September 29, the agency posted its consolidated responses to contractors' pre-proposal questions (Q&As). Air Force Email, May 24, 2016, at 1. Several Q&As concerned the table of hours for the CPFF LOE CLINs. AR, Tab 4j, Q&As, at 5, 9. The RFP was not amended to incorporate the Q&As, however, and the Q&As provided that any conflict between the agency's responses and the solicitation would be resolved in favor of the latter. Id. ("In the event of a conflict

³ On July 29, prior to posting the solicitation, the Air Force completed an independent government estimate of total contract and component items, including, inter alia, the agency's estimated cost for the first delivery order. AR, Tab 14a, Government Cost Estimate; Tab 14b, Government Cost Estimate Breakout by CLIN. The agency intended to use the government estimate primarily as a baseline to assess whether offerors' proposed prices were balanced. AEgis, Supp. MOL, at 5.

⁴ The Federal Business Opportunities website has been designated as the government-wide point of entry for procurements valued over \$25,000. FAR §§ 2.101, 5.101(a)(1), 5.201(d).

between the text in this matrix and the official solicitation, the text in the solicitation takes precedence[.]”).

The agency received six proposals by the October 6 deadline. AR, Tab 9b, Source Selection Authority Decision Brief (SSA DB), at 2. The agency performed an initial evaluation of the proposals and concluded that three--those of AEGis, Cole, and Wingbrace--were awardable without discussions. Id. The agency’s final evaluation of these three proposals was as follows:

	AEGis	Cole	Wingbrace
Technical Subfactors			
<i>System Development and Sustainment</i>	Good Low Risk	Good Low Risk	Good Low Risk
<i>Exercise/Event Support</i>	Acceptable Low Risk	Acceptable Low Risk	Acceptable Low Risk
<i>Test and Integration</i>	Acceptable Low Risk	Good Low Risk	Acceptable Low Risk
Past Performance	Substantial Confidence	Substantial Confidence	Unknown Confidence (Neutral)
Proposed Cost/Price	\$3.87 million	\$2.97 million	\$3.44 million
Agency Adjustment	\$0	\$0.42 million	\$0.77 million
GEMPC	\$3.87 million	\$3.39 million	\$4.21 million

AR, Tab 11, SSA DB at 8, 10.

The agency determined that Cole’s proposal presented the best value and awarded the contract to Cole. Id. at 2, 12. On March 17, the agency provided AEGis and Wingbrace with debriefings. Aegis AR, Tab 12, AEGis Debriefing; Wingbrace AR, Tab 13, Wingbrace Debriefing. These protests followed.

DISCUSSION

AEGis’ Protest

AEGis raised many protest grounds, challenging the Air Force’s technical, past performance, and cost/price evaluations; AEGis later abandoned the majority of these arguments. We find that none of those remaining arguments provides a basis to sustain the protests. We discuss two of these arguments in detail below.⁵

⁵ For example, AEGis claims that the Air Force failed to document its cost realism analysis. See, e.g., AEGis Supplemental Protest, at 4, 11-13. Our review of the record shows, to the contrary, that the agency documented its cost realism analysis. See, e.g., AR, Tab 7b, AEGis Cost Evaluation, at 7-8; Tab 8b, Cole Cost Evaluation, (continued...)

Evaluation of Cole's Technical Proposal

AEgis argues that Cole's technical proposal did not merit a rating of good for the system development and sustainment subfactor. AEgis Protest at 3. Here, the Air Force made an upward adjustment of \$[DELETED] to Cole's proposed cost for development management efforts (CPFF CLIN 0001), which Cole had priced at \$[DELETED]. AR, Tab 8b, Cole Cost Evaluation, at 8. AEgis contends that, as a result of the magnitude of the increase, the agency was required to conclude that Cole did not understand the requirements of the RFP. AEgis Protest at 3. AEgis claims that such upward adjustment in the evaluated cost should have precluded Cole from receiving a rating of good for the system development and sustainment subfactor. Id.

In reviewing protests of an agency's evaluation, our Office does not reevaluate proposals, rather, we review the record to determine if the evaluation was reasonable, consistent with the solicitation's evaluation scheme and procurement statutes and regulations, and adequately documented. See Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6; Cherry Road Techs.; Elec. Data Sys. Corp., B-296915 et al., Oct. 24, 2005, 2005 CPD ¶ 197 at 6. The evaluation of technical proposals is primarily the responsibility of the contracting agency, because the agency is responsible for defining its needs and identifying the best method of accommodating them. Wyle Labs., Inc., B-311123, Apr. 29, 2008, 2009 CPD ¶ 96 at 5-6.

The RFP's description of the agency's intended cost realism evaluation provided that "[a] significant difference between the Offeror's proposed Cost/Price for the cost type CLINs and the GEMPC will be considered an indicator that the Offeror does not understand the requirement and will be reflected in the Government's cost realism analysis." RFP at 187. However, this language pertains to the cost realism evaluation only; that is, it does not address the agency's technical evaluation. Separately, the RFP provided that a rating of good for a technical subfactor meant that the proposal met requirements and indicated a thorough approach and understanding of the requirements. Id. at 184. Specifically, to receive a good rating, a proposal must have received at least one strength and could not have received any deficiencies. Id. There is no language in the RFP providing that an

(...continued)

at 8. Here, the arguments presented suggest that AEgis may have conflated the government estimate, i.e., the agency's initial projection of the cost of performing the first delivery order, with individual offeror's GEMPCs, where the agency adjusted each offeror's estimated costs based on its proposed technical approach. See, e.g., AEgis Supp. Protest at 10 (comparing Cole's proposed cost for CLIN 0004 to the government estimate).

upward cost adjustment under the cost realism evaluation must result in a negative technical evaluation. Here, in evaluating Cole's proposal under the system development and sustainment subfactor, the Air Force found several strengths and no deficiencies. AR, Tab 8a, Cole Technical Evaluation, at 4, 9, 19, 50. AEgis neither challenges the agency's findings of strengths nor claims that the agency improperly overlooked any deficiencies in this aspect of Cole's proposal.

The record demonstrates that the agency's evaluation was consistent with the solicitation's evaluation criteria. The protester's allegations to the contrary show only disagreement with the agency's evaluations, which provides no basis to question the reasonableness of the agency's judgments. See Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11. See also QinetiQ North Am., Inc., B-405163.2 et al., Jan. 25, 2012, 2012 CPD ¶ 53 at 15 (protest of agency's technical evaluations denied where record shows that agency reasonably evaluated proposals consistent with evaluation criteria). Under the terms of the solicitation, the agency's upward cost adjustment did not preclude Cole's receipt of a good rating for its technical proposal under the system development and sustainment subfactor. We have no basis to sustain this protest ground.

Evaluation of Cole's Past Performance

AEgis next contends that the Air Force unreasonably evaluated the relevance of Cole's past performance. AEgis Protest at 23. Here, AEgis and Cole each received an overall past performance rating of substantial confidence. AR, Tab 11, SSA DB, at 8. AEgis argues that Cole should not have received the same overall past performance adjectival rating as AEgis, given that AEgis' contract references were considerably more relevant than Cole's. AEgis Comments at 9-10.

The evaluation of an offeror's past performance, including the agency's determination of the relevance and scope of an offeror's performance history, is a matter of agency discretion, which we will not find improper unless it is unreasonable and inconsistent with the solicitation's evaluation criteria. National Beef Packing Co., B-296534, Sept. 1, 2005, 2005 CPD ¶ 168 at 4; MFM Lamey Group, LLC, B-402377, Mar. 25, 2010, 2010 CPD ¶ 81 at 10. A protester's disagreement with an agency's past performance evaluation provides no basis to question the reasonableness of the evaluator's judgments. Citywide Managing Servs., supra.

The solicitation provided for a rating of substantial confidence where, "[b]ased on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort." RFP at 189.

AEgis submitted three contract references for itself, and two for one of its proposed subcontractors. AR, Tab 9b, SSA Decision Brief, at 73. In total, three references

were rated very relevant with very good past performance, one was rated somewhat relevant with very good past performance, and one was determined to be not relevant and did not receive a performance rating. Id. Cole submitted three references for itself and seven for its proposed subcontractors. Id. at 77, 78. Of these, three were rated very relevant with satisfactory performance; four were rated relevant, one with exceptional performance and three with very good performance; two were rated somewhat relevant, one with very good and one with satisfactory performance; and one reference was determined to be not relevant and the performance was not evaluated. Id.

Although AEgis had more contracts than Cole that were assessed as very relevant with very good past performance, AEgis has failed to show how the agency was remiss in assigning an overall rating of substantial confidence to Cole. In this regard, AEgis does not allege that the Air Force failed to follow the terms of the solicitation or otherwise violated any law or regulation. Furthermore, AEgis does not challenge the underlying relevance or performance ratings. Instead, AEgis argues only that Cole should not have received an equivalent adjectival rating. We find that AEgis merely disagrees with the agency's award of equivalent ratings and find no basis to sustain the protest. See Paragon Sys., Inc., B-299548.2, Sept. 10, 2007, 2007 CPD ¶ 178 at 11 (no requirement for offerors to have equivalent number of relevant references in order to receive equal ratings). See also American Env'tl. Servs. Inc., B-406952.2, B-406952.3, Oct. 11, 2012, 2013 CPD ¶ 90 at 3-4 (protest denied where the agency concluded that the offerors' past performance was essentially equal, despite the protester receiving a higher rating under a subfactor).

Wingbrace's Protest

Wingbrace raises several challenges to the Air Force's actions with respect to CLIN 0003, a CPFF LOE CLIN for software development efforts.⁶ Wingbrace Protest at 14-21; RFP at 4. Specifically, Wingbrace notes that the RFP contained a table that listed specific hours for the CPFF LOE CLINs under the header "[a]nnual [r]equirements" and stated that "[n]o edits [to the table] will be accepted." RFP at 153; Wingbrace Protest at 14. Wingbrace argues that, for the CPFF LOE CLINs, offerors were required to propose the hours specified in the table and the agency was precluded from subsequently adjusting offerors' proposed hours. Wingbrace Protest at 15-16; Wingbrace Comments & Supp. Protest at 5. Wingbrace contends that the agency failed to follow the RFP when it adjusted Wingbrace's proposed hours for CLIN 0003 above those provided in the table and correspondingly increased the evaluated cost of Wingbrace's CPFF LOE CLINs. Wingbrace Comments & Supp. Protest at 14.

⁶ As with AEgis, we have reviewed all of Wingbrace's grounds of protest and have determined that none provides a basis to sustain the protest.

The table at issue provided the “Government Mapping of Tasks to CLINs” as below, with the following introductory note:

(Note: A copy of this table is posted on FBO as an Excel workbook for viewing purposes only. No edits will be accepted.)

	Contract Type	CLIN	Annual Requirements
Development Management Efforts			
Program Management	CPFF	0001	
Initial Kickoff/Transition-In			
Financial Management			
Risk Management			
Sustainment Management Efforts			
Program Management	CPFF	0002	
Development Efforts			
FOM Updates	CPFF LOE	0003	375
Urgent CR/DR support			0
Annual Agile DR Activities			0
Annual Agile CR Activities			8800
Training			160
Exercise Support/Sustainment			
Annual DR Support/Sustainment	CPFF LOE	0004	650
Exercise Support			1300
Training			0
Event Support			
ASCCE support	CPFF LOE	0005	2750
Tier II Help Desk			

RFP at 153 (selected rows and columns not relevant to the protest, including cross-mapping to the statement of work and WBS, eliminated to reduce table size). With respect to this table, the RFP provided that:

This worksheet includes the Government Directed Level of Effort for the tasks associated with the CPFF LOE CLINs. The Offeror shall input under each identified task their proposed labor categories and associated labor hours and skill mix to comply with the Government Directed Level of Effort as indicated by task.

Id. at 151-152. Offerors were also informed that the CPFF LOE CLINs “will not be adjusted above the Government directed Level of Effort (LOE) identified in the cost formats[.]” Id. at 187.

The Air Force claims that its Q&A responses made clear that “data in [this table was] for informational purposes only” and that upward adjustments as to the hours and cost were consistent with the RFP. Wingbrace, Supp. MOL, at 5. The agency argues that, although the RFP makes multiple references to a “Government Directed Level of Effort,” no such term actually existed. Id. at 6-7. The Air Force contends that, to the extent that inconsistencies in the solicitation were addressed in the Q&As, the Q&As rendered any ambiguity patent and the current protest untimely. Wingbrace, MOL, at 38-39.

An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. A party’s particular interpretation need not be the most reasonable to support a finding of ambiguity; rather, a party need only show that its reading of the solicitation provisions is reasonable and susceptible of the understanding that it reached. See Ashe Facility Servs., Inc., B-292218.3, B-292218.4, Mar. 31, 2004, 2004 CPD ¶ 80 at 10. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle. Id. A patent ambiguity must be protested prior to the closing date for submission of proposals to be considered timely. 4 C.F.R. § 21.2(a)(1). Where there is a latent ambiguity, the appropriate course of action for an agency is to clarify the requirement and afford offerors an opportunity to submit proposals based on the clarified requirement. Colt Def., LLC, B-406696. July 24, 2012, 2012 CPD ¶ 302 at 8.

In this regard, we find that Wingbrace was reasonable in interpreting the RFP’s reference to “annual requirements,” the prohibition on edits to the stated hours, and the use of the term Government Directed Level of Effort for a CPFF LOE CLIN, as requiring offerors to propose the hours provided in the table.⁷ Although the agency claims that there was no “Government Directed Level of Effort,” the solicitation stated that the table “includes the Government Directed Level of Effort for the tasks associated with the CPFF LOE CLINs.” Wingbrace, Supp. MOL, at 7; RFP at 151-152. While we believe that Wingbrace’s interpretation of the solicitation is reasonable, given that the solicitation was not entirely consistent with respect to its references to the CPFF LOE hours, we do not find the agency’s interpretation wholly unreasonable.

Here, the Q&As provided that, “[i]n the event of a conflict between the text in this matrix and the official solicitation, the text in the solicitation takes precedence.” AR, Tab 4k, Q&As. We find that because the Q&As provided that any conflict between the agency’s responses and the terms of the solicitation would be resolved in favor

⁷ In fact, as the Air Force noted in its evaluation, the majority of offerors—including the awardee—followed the interpretation espoused by the protester and limited (or, in the agency’s terms, “constrained”) their proposed hours to those in the RFP table. AR, Tab 10, Proposal Analysis Report, at 56, 57, 60, 64.

of the latter, the protester was not on notice that, in the event that the Q&As conflicted with the RFP, the agency nevertheless intended the Q&As to control. In this respect, we find that there was a latent ambiguity in the solicitation.⁸ On this basis, we find that Wingbrace's protest is timely under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2). Nevertheless, we do not sustain the protest because we find that Wingbrace has failed to establish prejudice.

Lack of Prejudice to Wingbrace

The Air Force argues that, regardless of the merits of the protest, Wingbrace has failed to demonstrate prejudice. Wingbrace, Supp. MOL, at 41. In this regard, the Air Force contends that because Wingbrace's unadjusted cost/price is higher than Cole's upwardly adjusted cost/price, and Wingbrace has not challenged Cole's technical evaluation, Wingbrace lacks a substantial chance of receiving award. Id.

Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. HP Enter. Servs., LLC, B-411205, B-411205.2, June 16, 2015, 2015 CPD ¶ 202 at 6; Booz Allen Hamilton Eng'g Servs., LLC, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 10 n.16.

As described above, we find that the solicitation contained a latent ambiguity with respect to how the Air Force intended offerors to propose solutions to the CPFF LOE CLINs. However, we agree with the Air Force that Wingbrace was not prejudiced by the cost evaluation errors it alleges. In this regard, although Wingbrace and Cole received approximately the same overall technical ratings, the source selection authority concluded that Cole's proposal was technically stronger. The table below summarizes the strengths and weaknesses of each proposal by technical subfactor:

⁸ Further, the Air Force explains that despite potential offerors' questions, it chose not to amend the solicitation because it found no ambiguity in the RFP. Wingbrace, Supp. MOL, at 8 ("If the Air Force thought any changes were necessary to Table 6-3 with regard to the Annual Requirement hours, [these would have been] included in Amendment 01[.]"). On this basis, we cannot agree with the Air Force that the RFP contained a patent ambiguity, i.e., an "obvious, gross, or glaring error." See Ashe Facility Servs. Inc., supra.

Technical Subfactors	Cole		Wingbrace	
	Strength	Weakness	Strength	Weakness
<i>Sys. Develop. & Sustainment</i>	2	1	2	1
<i>Exercise/Event Support</i>	0	0	0	0
<i>Test and Integration</i>	2	0	0	0

AR, Tab 11, SSA DB, at 3, 4, 5-6, 8.

In making the award decision, the SSA directly compared Cole's and Wingbrace's proposals, finding them equal for the technical subfactors of system development and sustainment and exercise/event support, but finding that "[t]he strengths of the [Cole] proposal provide a clear advantage in this [third] Subfactor," test and integration. *Id.* at 11. The SSA concluded that, "[g]iven that [Cole] has clear advantage in Subfactor 3 and a lower overall [total evaluated price], I see no reason to select Wingbrace at a higher [total evaluated price]." *Id.*

The solicitation provided that, in making the best-value tradeoff, the agency would consider the factors of technical solution, cost/price and past performance, in decreasing importance. RFP at 183. Wingbrace's unadjusted cost/price was \$3,439,433, while Cole's adjusted cost/price was \$3,388,643 after \$422,684 in upward adjustments. AR, Tab 10, Proposal Analysis Report, at 55-56, 63. Thus, even if Wingbrace's proposal had been evaluated at its unadjusted cost/price, it would remain marginally higher-priced than Cole's proposal, with a marginally inferior technical rating and a lower past performance rating.⁹ Because the record establishes no reasonable possibility of prejudice to Wingbrace, we find no basis to sustain the protest despite our earlier conclusion that the procurement contained a latent ambiguity. *Wyle Labs., Inc.*, B-288892, B-288892.2, Dec. 19, 2001, 2002 CPD ¶ 12 at 18. *See also Lanmark Tech., Inc.*, B-410214.3, Mar. 20, 2015, 2015 CPD ¶ 139 at 10 (finding that even if the protester prevailed on its proposal evaluation challenges, this would not have changed the agency's tradeoff analysis and award decision); *Health Innovation & Tech. Venture*, B-411608.2, Sept. 14, 2015, 2015 CPD ¶ 298 at 8 (protest challenging agency's cost realism evaluation denied where agency's cost evaluation errors did not result in competitive prejudice to the protester.)

The protester has alleged that it would have priced its cost proposal differently if the RFP had provided that CLIN 0003 was a CPFF rather than a CPFF LOE CLIN.

⁹ The solicitation provides that Wingbrace's neutral rating for past performance is evaluated neither favorably nor unfavorably, as provided in FAR § 15.305(a)(2)(iv). RFP at 189. Cole received a favorable past performance rating of substantial confidence, which Wingbrace did not challenge. AR, Tab 11, SSA DB, at 8.

Wingbrace Supp. Comments at 4. However, in this respect, the protester merely alleges that it might have increased its hours for certain activities, a response that is unclear as to its effect on the technical evaluation, but likely to exacerbate the price differential. Id. On this basis, Wingbrace has not described a scenario under which it would have a substantial chance at award.

CONCLUSION

As described above, we find that AEGis' protest is without merit. As to Wingbrace, we find that, regardless of the merits of the protest, Wingbrace has failed to demonstrate that it was prejudiced.

The protests are denied.

Susan A. Poling
General Counsel