U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Oshkosh Defense, LLC

File: B-421506; B-421506.2; B-421506.3

Date: June 12, 2023

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Debra J. Talley, Esq., and April L. Neihsl, Esq., Department of the Army, for the agency.
Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest allegation that the agency unreasonably evaluated technical proposals is denied where the record confirms that the agency reasonably evaluated proposals in accordance with the solicitation's evaluation criteria, and any differences between the evaluations resulted from differences between the proposals.

2. Protest allegation that the agency unreasonably and unequally conducted discussions is denied where the record shows that the agency reasonably identified its concerns with the protester's proposal and did not conduct unequal discussions.

3. Protest allegation that the agency unreasonably conducted its cost realism assessment is denied where the record shows that the agency considered and understood the basis for the awardee's proposed rates.

DECISION

Oshkosh Defense, LLC, of Oshkosh, Wisconsin, protests the award of a contract to AM General, LLC (AMG), of South Bend, Indiana, under request for proposals (RFP) No. W56HZV-20-R-0072, issued by the Department of the Army, Army Materiel Command, for production of the joint light tactical vehicle (JLTV) family of vehicles (FoV). Oshkosh argues that the Army's evaluation of proposals, conduct of discussions, responsibility determination, and its selection decision were all unreasonable.

We deny the protest.

BACKGROUND

On February 9, 2022, the Army issued the RFP for this "follow-on" production contract for the JLTV FoV program. Agency Report (AR), Tab 17, Conformed RFP at 1, 220.[1] The JLTV FoV consists of a base vehicle configured with different seating, platforms, and options--a four-seat variant, a two-seat variant, a companion trailer and chassis, and associated kits. *Id.* at 220. The four-seat variant includes two platforms, while the two-seat variant includes one platform. The RFP contemplated the award of a single requirements contract with fixed-price and cost-plus-fixed-fee line items to be performed over a 5-year base period, and five 1-year option periods. *Id.* at 33-219, 419.

Award would be made a on a best-value tradeoff basis considering three factors, primary technical, value adjusted total evaluated price (VATEP), and small business. RFP at 419. The primary technical factor consisted of three subfactors: production process, technology enhancement and architecture, and source control content. *Id.* The primary technical factor was slightly more important than the VATEP factor, which was significantly more important than the small business factor. *Id.* at 422.

Regarding the primary technical subfactors, the production process subfactor was slightly more important than the technology enhancement and architecture subfactor, which was significantly more important than the source control content subfactor. RFP at 421. When evaluating the primary technical subfactor, the RFP provided that the agency would combine subfactor assessments into a single composite adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 423.

The VATEP factor consisted of three components, including the evaluated contract cost/price, the technology enhancement adjustment, and the use of existing government-furnished property price adjustment. RFP at 424. The VATEP would be computed by subtracting the technology enhancement and use of existing government-furnished property price adjustments from the evaluated contract cost/price. *Id.*

Only Oshkosh and AMG submitted proposals prior to the August 15 close of the solicitation period. AR, Tab 114, Source Selection Decision Document (SSDD) at 3. The agency conducted discussions with both offerors, and final proposal revisions were submitted on December 16. *Id.* The Army's evaluation produced the following results:

[1] All references to the solicitation cite the conformed RFP.

	Oshkosh	AMG
Primary Technical	Good	Outstanding
Production Process	Good	Good
Technology Enhancement and Architecture	Good	Outstanding
Source Control	Outstanding	Outstanding
VATEP	$8,986,875,061	$8,192,293,793
Small Business Plan	Good	Good

Id. The source selection authority compared the proposals, and determined that AMG's proposal represented the best value. AR, Tab 114, SSDD at 40. Specifically, the source selection authority (SSA) noted that AMG's proposal was more advantageous under the technology enhancement and architecture subfactor because it offered better, less risky upgrades. *Id.* The SSA also noted that AMG's VATEP ($8.19 billion) was 9.7 percent lower than Oshkosh's VATEP ($8.97 billion). *Id.* The SSA found that Oshkosh's proposal did not contain any advantages that would justify the $795 million price premium. *Id.* After learning that its proposal was unsuccessful and participating in a debriefing with the agency, Oshkosh filed this protest with our Office.

DISCUSSION

Oshkosh raises numerous allegations challenging the agency's conduct of the acquisition. First, Oshkosh argues that the agency unreasonably evaluated technical proposals under the production process and the technical enhancement and architecture subfactors. Next, Oshkosh argues that the Army conducted misleading and unfair discussions. Additionally, Oshkosh argues that the Army unreasonably evaluated AMG's VATEP proposal for cost realism. Oshkosh also argues that the agency unreasonably failed to consider relevant information bearing on AMG's responsibility. Finally, Oshkosh argues that the Army improperly compared proposals when making the selection decision. Our Office has reviewed all of the allegations, and concludes that none provide us with a basis to sustain the protest.

We discuss the principal allegations below, but note, at the outset, that in reviewing an agency's evaluation of proposals and source selection decision, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's judgment was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. *SaxmanOne, LLC*, B-414748, B-414748.3, Aug. 22, 2017, 2017 CPD ¶ 264 at 3. To the extent we do not discuss any particular allegation, we have found that it does not provide a basis to sustain the protest, and it is denied.

Primary Technical Evaluation - Production Process

Oshkosh argues that the agency unreasonably evaluated both technical proposals under the production process subfactor.

By way of background, the RFP instructed offerors to explain their proposed final JLTV A2 final assembly production processes.[2] RFP at 399-400. Offerors were instructed to explain the operations, toolings used, and any proposed tooling capabilities for all of its assembly stations. *Id.* Offerors were also instructed to explain how ten production process attributes would be incorporated into each of their assembly stations. *Id.* at 400. The RFP identified the production process attributes as: work instructions and training; statistical process control; error proofing; supply chain management; tooling/calibration; process failure mode and effects analysis (PFMEA) and control plans; production traceability and control of nonconforming product/defects; control of special characteristics; production/quality metrics and corrective action feedback; and in-process assembly testing. *Id.*

The Army would also conduct a two-day site visit of each offeror's facilities, during which the offeror would demonstrate its proposed processes. RFP at 400. The Army would assess each offeror's process by observing six assembly stations, with three stations selected by the offeror, and three stations selected by the agency. *Id.* at 422.

When evaluating proposals, the Army would assess each offeror's proposed production process based on its incorporation of the ten attributes, and the risk of unsuccessful performance present in its process. RFP at 422. The agency could assign a maximum of ten strengths or weaknesses (*i.e.*, one for each production process attribute). *Id.* Additionally, the RFP included a spreadsheet, which articulated specific features that would lead to the assignment of strengths or weaknesses for each attribute. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria.

Overall, the Army evaluated Oshkosh as demonstrating a "good" production process. AR, Tab 101, Oshkosh Production Process Evaluation Report at 53. The Army assigned three strengths, but did not assign any weaknesses to the protester's production process. *Id.* Specifically, the Army found that Oshkosh's production process demonstrated strong features in terms of its proposed supply management, PFMEA and control plans, and in-process assembly testing. *Id.* Under the remaining production process attributes, the Army determined that the firm's approach did not merit any additional strengths or weaknesses. *Id.*

Similarly, the Army evaluated AMG as demonstrating a "good" production process. AR, Tab 114, SSDD at 6. The agency assigned four strengths to AMG's proposal based on

[2] The JLTV A2 design is the next-generation model, and has an updated powertrain (*e.g.*, engine and transmission) and other features when compared to the previous A1 or A0 versions. *See* RFP at 220; Protest at 2; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 77.

its approach to work instructions and training, supply chain management, PFMEA and control plans, and in-process assembly testing. *Id.* The Army assigned neither strengths nor weaknesses for the remaining attributes, including the error proofing attribute. *Id.*

In challenging the evaluations, Oshkosh principally argues that the Army unreasonably failed to assign strengths for its work instructions and training, error proofing, and control of special characteristics attributes. Additionally, Oshkosh contends that the agency should have assigned a weakness for AMG's error proofing attribute. We address these challenges in succession.

Oshkosh's Work Instructions and Training

Oshkosh argues that the Army unreasonably failed to assign a strength to its proposal under the work instructions and training attribute based on an erroneous finding during the Army's site visit. First Comments and Supp. Protest at 35. According to Oshkosh, the Army unreasonably concluded that the work instructions displayed at one of the firm's assembly stations were inconsistent with the engineering specifications. *Id.* Oshkosh contends that the work instructions were accurate (*i.e.*, they contained a correct torque value for a particular part), and that it communicated this fact to the agency. *Id.* Additionally, Oshkosh explains that it later provided documentation confirming the accuracy of its work instructions. *Id.* As a related argument, Oshkosh argues that the agency unequally evaluated proposals because the agency did not similarly identify AMG as having a nonconforming torque value as part of its production process. *Id.* at 24-26.

The Army responds that it reasonably evaluated Oshkosh's proposal because the firm's work instructions did not match the then-applicable engineering specifications. Supp. COS/MOL at 48. While the Army acknowledges that Oshkosh engineers provided verbal reassurances during the site visit that the torque value was accurate and that Oshkosh later submitted an engineering change proposal to update the specifications, the agency explains that the work instructions were still inconsistent with the then-applicable engineering specifications. *Id.*; *see also* COS/MOL at 33. Further, the Army explains that it did not unequally evaluate the proposals because AMG did not have a nonconforming torque value under a different production process attribute; rather, AMG provided documentation showing that the torque value was, in fact, correct. Supp. COS/MOL at 32.

As noted above, the RFP provided that the agency would assess how well work instructions and training were incorporated into each offeror's production process. RFP at 400, 422. Significantly, the RFP identified several characteristics that would strengthen an offeror's production process in this area, including having work instructions displayed at all assembly stations that are aligned with engineering specifications. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria. In contrast, the RFP advised that displaying incorrect or incomplete work instructions at stations would weaken an offeror's proposal. *Id.*

When evaluating Oshkosh's production process, the Army declined to assign a strength or weakness for this attribute. Although the agency noted several positive aspects of Oshkosh's approach, the Army also noted that its evaluators observed an instance where one assembly station displayed incorrect work instructions. AR, Tab 101, Oshkosh Production Process Evaluation Report at 10. Indeed, the Army noted that one assembly station's work instructions displayed an incorrect torque value, meaning that Oshkosh produced a nonconforming product. *Id.* at 9.

On this record, we find no basis to object to the agency's determination not to assign a strength. First, the RFP specifically advised that assembly stations with work instructions inconsistent with the engineering specifications would be considered a weakening feature. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria. Second, our review confirms that agency evaluators noted an instance where one of Oshkosh's assembly stations displayed work instructions with an incorrect torque value. AR, Tab 105, Oshkosh Production Process Site Visit Observations at 10. In fact, our review shows that Oshkosh's work instructions displayed 8 pound-foot torque instead of 15 pound-foot torque as required by the engineering specifications for a particular part. *Id.* Thus, we deny this protest allegation because the record shows that the agency reasonably declined to assign a strength.

To the extent Oshkosh argues that the evaluation was erroneous because the 8 pound-foot torque instruction was actually correct and that the firm communicated this fact to the agency during the site visit, we are not persuaded. *See* First Comments and Supp. Protest at 35-36. We agree with the Army that the evaluation focused on whether work instructions were consistent with engineering specifications at the time of the site visit. COS/MOL at 32-33; *see also* RFP at 423; AR, Tab 797, Engineering Change Proposal at 2-4 (showing that Oshkosh submitting an engineering change proposal to change the torque value to 15 pounds for the pertinent part after the site visit). As a result, even though Oshkosh and the Army may have ultimately agreed to change the engineering specifications, we agree with the agency that the subsequent revision does not change the fact that Oshkosh's work instructions were still inconsistent with the then-applicable engineering specifications. Supp. COS/MOL at 48.

As to the related argument, Oshkosh argues that the agency's evaluation was unequal because the Army permitted AMG to clarify a torque value in its statistical process controls (SPC), but did not permit Oshkosh to clarify the 8 pound-foot torque value in its work instructions. First Comments and Supp. Protest at 24-25. As noted, the Army responds that it did not unequally evaluate proposals. Supp. COS/MOL at 32.

Our decisions explain that when conducting procurements, agencies may not engage in conduct that amounts to unfair or disparate treatment. *See, e.g.*, *Navarro Research and Eng'g, Inc.*, B-418602.2, B-418602.5, June 10, 2020, 2020 CPD ¶ 193 at 6.

After reviewing the record, we do not find the protester's argument persuasive. The RFP permitted discussion between agency evaluators and assembly-line personnel,

and specifically instructed each offeror to make such personnel aware that they needed to answer any questions and provide substantiating documentation. AR, Tab 84, attach. 173, Production Process Site Visit Plan at 2. The agency explains that its evaluators addressed the discrepancy with Oshkosh personnel, and that the personnel explained that the 8 pound-foot torque value was correct per the supplier's instructions but did not provide any substantiating documentation.[3] Supp. COS/MOL at 32; *see also* AR, Tab 105, Oshkosh Production Process Site Visit Observations at 10.

On the other hand, the Army identified two discrepancies between AMG's statistical process controls and the engineering specifications, but AMG personnel provided substantiating documentation for one discrepancy showing that the engineering specifications were incorrect per the supplier's instruction; for the other discrepancy, AMG did not provide any substantiating documentation, and the Army considered it to be a weakening feature. AR, Tab 106, AMG Production Process Evaluation Report at 14-15. Thus, we agree with the Army that it did not unequally evaluate Oshkosh's proposal because the record shows that the Army consistently evaluated proposals where substantiating documentation was not provided. *See* Supp. COS/MOL at 32.

Oshkosh's Error Proofing

Oshkosh contends that the agency unreasonably evaluated its error proofing process as incorporating visual inspections, and that, notwithstanding this erroneous observation, its proposal would have been assigned a strength under this attribute. First Comments and Supp. Protest at 36; Supp. Comments at 43-44. The Army counters that it reasonably evaluated the firm's proposal because agency evaluators observed Oshkosh personnel conducting visual inspections during the site-visit, and Oshkosh's proposal confirms that the firm conducts visual inspections for low-level issues as part of its error proofing process. Supp. COS/MOL at 50-51.

As referenced earlier, the RFP provided that the agency would assess each offeror's approach to incorporating error proofing as part of its production process. RFP at 422. Like the other production process attributes, the RFP identified features that the agency would consider positive and negative. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria. Strengthening features included observations that the offeror's process included extensive implementation of error proofing, while weakening features included observations that the process relies on human inspections for conforming parts. *Id.*

[3] Oshkosh argues that it provided substantiating documentation to the evaluators. As support, Oshkosh identifies a response to a question asked during its debriefing where the protester explained, in response, that it shared a document providing the manufacturer's recommendation with the agency to verify that the torque value was correct. AR, Tab 6, Protest, exh. C-2, Debriefing Slides at 3. Oshkosh does not, however, provide any employee declarations attesting that the firm provided physical documentation to the agency, or the document that it purportedly shared. *See* Supp. Comments at 42-43.

When evaluating Oshkosh's production process, the Army noted that the firm demonstrated several positive features in its error proofing approach. AR, Tab 101, Oshkosh Production Process Evaluation Report at 21-23. Indeed, the Army noted that the firm demonstrated capability to lock the production line and some implementation of electric tooling. *Id.* at 21. Conversely, the Army noted that Oshkosh relied on visual inspections to detect errors for particular assembly steps involving [DELETED]. *Id.* Based on this evaluation, the Army assessed Oshkosh's production process as neither demonstrating a strength nor weakness for this attribute. *Id.*

On this record, we do not find any basis to object to the evaluation. The RFP specifically provided that including visual inspections as part of an offeror's error proofing approach constituted a weakening feature. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria. Our review of the evaluators' notes confirms that they observed Oshkosh personnel using visual inspections to ensure correct fitting of front brake-lines. AR, Tab 105, Oshkosh Production Process Site Visit Observations at 26; *see also* AR, Tab 101, Oshkosh Production Process Evaluation Report at 20-21. Moreover, our review of Oshkosh's proposal confirms that the firm proposed some visual inspections to inspect some systems [DELETED].[4] *See* AR, Tab 120, Oshkosh Technical Proposal at 222, 246. Thus, we deny this protest allegation because our review confirms that the agency reasonably evaluated the firm's error proofing approach consistent with the terms of the solicitation.

Oshkosh's Control of Special Characteristics

Oshkosh argues that the Army unreasonably failed to assign a strength to its proposal for the control of the special characteristics attribute.[5] According to Oshkosh, the Army

[4] To the extent Oshkosh argues that its proposal references visual inspections as part of its process failure mode and effect analysis and control plans (PFMEA), and includes those references only in this context, we are not persuaded. The agency points out, and our review confirms, that the proposal provides that the "PFMEA is the primary risk-based input into the error proofing implementation process." Supp. COS/MOL at 50 (quoting AR, Tab 120, Oshkosh Tech. Proposal at 347). In other words, the PFMEA records how Oshkosh approaches error proofing, and implements solutions. AR, Tab 120, Oshkosh Tech. Proposal at 347. Nevertheless, even if the proposal does not contemplate visual inspections forming some part of its error proofing processes, we still would not find the evaluation unreasonable; the fact of the matter is that the agency observed Oshkosh personnel conducting visual inspections during the site visit.

[5] "Special Characteristics" are two kinds of product characteristics or manufacturing process parameters which can affect safety or compliance with regulations, fit, function, performance, or subsequent processing of product. AR, Tab 76, RFP, attach. 163, JLTV Special Characteristics at 2. Critical characteristics are features that can potentially affect compliance with regulations, safe vehicle operation, or safe equipment

erroneously concluded that its control plans did not ensure that installation of the fuel system (*i.e.*, a special characteristic) conformed to engineering specifications, and failed to assign a strength to the firm's approach as a result. First Comments and Supp. Protest at 37.

Oshkosh explains that, while the fuel system is initially nonconforming, the assembly process contains a later step, which pressurizes the fuel system to conform to engineering specifications. Protest at 33. Oshkosh also contends that it was not a proper basis for concern because the RFP provides that the evaluation would consider whether special characteristics are conforming prior to release of the product to the customer, not whether special characteristics are conforming during interim phases of assembly. First Comments and Supp. Protest at 38.

The Army counters that the presence of some testing later in the production process does not negate the fact that Oshkosh's control plans failed to detect the initial problem with the fuel system. Supp. COS/MOL at 52. Further, the Army explains that the later pressurization test is not designed to remedy the initial nonconformance. *Id.*

The RFP stated that the agency would assess how well each offeror implemented control measures to mitigate errors with special characteristics, and ensure conformance of special characteristics to engineering specifications during the production process. RFP at 400, 422. The RFP also identified strengthening and weakening features for this attribute. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria. Strengthening features include that all special characteristics are properly controlled, and that the production process has error proofing techniques to ensure that all special characteristics are conforming prior to release of the product to the customer. *Id.* Weakening features include that control of special characteristics relies on visual inspection, or that the control plans do not ensure that special characteristics conform to engineering specifications when the product is released to the customer. *Id.*

The Army evaluated Oshkosh's control of special characteristics as neither demonstrating a strength nor a weakness. AR, Tab 101, Oshkosh Production Process Evaluation Report at 39-41. The Army noted several positive aspects of the firm's approach, including that Oshkosh extensively implemented statistical process controls as part of its control plans for special characteristics, and implemented multiple error proofing methods. *Id.* at 39. Nevertheless, the Army also noted that agency evaluators observed an instance where Oshkosh installed a nonconforming special characteristic. *Id.* at 40. Specifically, the Army noted that Oshkosh's process installed the fuel system priming hose with the incorrect specifications. *Id.* at 39.

After reviewing the record, we find no basis to object to the evaluation. Our review confirms that the evaluators determined that Oshkosh's controls did not ensure that the

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function. *Id.* Significant characteristics are features that can affect fit, function, performance, or subsequent processing. *Id.*

fuel system priming hose was installed with correct pressure values. AR, Tab 105, Oshkosh Production Process Site Visit Observations at 17. While Oshkosh asserts that its process includes a subsequent pressurization of the fuel system, the Army points out that the firm does not explain how this step will ensure that the fuel pressure conforms to specifications, as opposed to ensuring simply that the fuel system does not leak. *See* Protest at 33; Supp. COS/MOL at 52; *see also* AR, Tab 120, Oshkosh Tech. Proposal at 249 [DELETED]. In any event, we also agree with the Army that subsequent testing does not negate the fact that the firm's controls did not identify installation of the fuel system priming hose as using an incorrect pressure value. Supp. COS/MOL at 52.

While Oshkosh may also argue that the RFP precluded the agency from making this finding, we do not find that position persuasive. Although Oshkosh contends the RFP contemplated evaluating whether control plans ensured that special characteristics conformed to specifications at the time of product release, the Army notes that the RFP also directed the agency to consider whether special characteristics were properly controlled. COS/MOL at 47-48. Thus, we do not find the agency's evaluation to be unreasonable because we agree that the initial failure to detect the incorrect pressure value can be viewed as evidence that the firm's special characteristics were not controlled.

AMG's Error Proofing

Oshkosh argues that the Army unreasonably evaluated AMG's production process with respect to the error proofing attribute. First Comments and Supp. Protest at 33. According to Oshkosh, the Army should have evaluated AMG's proposal less favorably because AMG's error proofing does not incorporate [DELETED], or utilize [DELETED]. *Id.* at 33-34. The Army counters that it considered AMG's proposed approach, finding that it contained a mixture of positive and negative assessments, including the issues highlighted by the protester, and ultimately concluded that AMG's proposal did not demonstrate a strength or weakness for this attribute. Supp. COS/MOL at 46-48.

As referenced above, the RFP provided that the agency would assess each offeror's approach to incorporating error proofing as part of its production process. RFP at 422. The RFP identified several features that the agency would consider positive and negative. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria. As relevant, the RFP identified a strengthening feature as extensively implementing error proofing, and some weakening features as not incorporating challenge-type events, and allowing defective components to leave a manufacturing station. *Id*.

When evaluating AMG, the agency assigned an overall rating of "good" for the production process. AR, Tab 114, SSDD at 6. The agency assigned four strengths to AMG's proposal based on the firm's approach to work instructions and training, supply chain management, PFMEA and control plans, and in-process assembly testing. *Id.* The Army assigned neither strengths nor weaknesses for the remaining attributes, including error proofing. *Id.*

With regard to error proofing, the agency identified a mixture of positive and negative features. For positive features, the agency noted that AMG incorporated numerous error proofing techniques, including [DELETED]. AR, Tab 106, AMG Production Process Evaluation Report at 19-20. As for negative features, the agency noted that AMG used [DELETED], did not use [DELETED], and does not currently incorporate [DELETED]. *Id.* at 19.

We do not find any basis to object to the agency's evaluation. The RFP provided that strengthening features included extensively implementing error proofing, and weakening features included not incorporating challenge-type events. AR, Tab 87, RFP, attach. 176, Production Process Attribute Rating Criteria. Our review confirms that agency evaluators identified a mixture of strengthening and weakening features. AR, Tab 110, AMG Production Process Production Process Site Visit Observations at 20-25; AR, Tab 106, AMG Production Process Evaluation Report at 18-19.

Indeed, as a strengthening feature, the Army recognized that AMG utilizes a robust [DELETED] to eliminate defects, as well as [DELETED]. AR, Tab 110, AMG Production Process Production Process Site Visit Observations at 20, 22-23. In contrast, as weakening features, the Army noted that AMG did not use [DELETED], or [DELETED] as part of its production process. *Id.* at 21, 23. Thus, we do not object to the evaluation because our review confirms that the Army reasonably identified a mixture of strengthening and weakening features that supports the determination to assign neither a strength nor a weakness for this attribute.[6] Further, to the extent Oshkosh argues that AMG's reliance on [DELETED]or lack of incorporating [DELETED] should have resulted in the assignment of weaknesses or a lower overall adjectival rating, we note that such argument merely disagrees with the agency's evaluation judgments, and does not provide us with a basis to sustain the protest. *LATA-Atkins Tech. Servs., LLC*, B-418602, B-418602.4, 2020 CPD ¶ 192 at 4-5.

Primary Technical Evaluation - Technical Enhancement and Architecture

Oshkosh asserts that the Army unreasonably and unequally evaluated proposals under the technical enhancement and architecture subfactor.

[6] Oshkosh also argues that the agency unreasonably determined that no meaningful difference existed between the proposals under the production process factor. According to Oshkosh, the Army overlooked that it offered experience producing the JLTV, and that AMG offered only experience producing the "High Mobility Multipurpose Wheeled Vehicle" (HMMWV). The Army responds that the RFP did not contemplate an evaluation of offerors' experience, or that any comparison of offerors' production processes would consider offerors' prior experience. COS/MOL at 20-23. We agree with the agency. The RFP did not contemplate assessing the offerors' prior experience under any of the identified evaluation factors. *See* RFP at 421-423.

The RFP stated that each offeror could propose multiple technological enhancements to the JLTV.[7] As one enhancement, each offeror could propose to develop and provide the next-generation vehicle architecture (NGVA) on an accelerated 6-month timeline.[8] RFP at 401. For the remaining enhancements, offerors could propose upgraded corrosion prevention, driver assist, or fuel efficiency measures and technologies. *Id.*

Significantly, the RFP also instructed each offeror to provide substantiating data to allow the agency to conduct risk assessments of all proposed enhancements (*i.e.*, verify performance requirements, successful integration, and any adjustments to other JLTV features). RFP at 401. Substantiating data could be provided in multiple forms, including test data, specification sheets, modeling and simulation data, analytical support, and design documentation. *Id.* The agency would evaluate proposals based on whether the proposed enhancements would likely meet performance requirements. RFP at 421-422. Proposing any or all of the enhancements was optional, and the RFP advised that choosing not to propose any enhancements would result in the assignment of an "acceptable" adjectival rating for this subfactor. *Id.* at 422.

Oshkosh proposed three enhancements; the firm proposed enhancements to the NGVA, as well as the [DELETED] and fuel efficiency technologies. AR, Tab 120, Oshkosh Proposal at 424. After evaluating the firm's proposal, the agency assigned a rating of "good." AR, Tab 102, Oshkosh Technical Enhancements and Architecture (TEA) Report at 101. Overall, the agency evaluated Oshkosh's proposal as demonstrating a thorough understanding of and approach to the requirements with a moderate risk of unsuccessful performance. *Id.*

The agency also assigned one strength and one weakness to the firm's proposal. AR, Tab 102, Oshkosh TEA Report at 101. Both evaluation findings focused on elements of Oshkosh's fuel efficiency enhancement. *Id.* The agency also evaluated Oshkosh's proposed NGVA enhancement as demonstrating a moderate risk of unsuccessful performance because the firm proposed that some critical components be delivered after testing is scheduled to be completed. *Id.* at 100.

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[7] "Technology Enhancements" are a group of mature commercial or Department of Defense technologies that can be integrated without significantly altering the design or performance level of the current platform. The enhancements are to be based on improving operational effectiveness, maintainability, or driver assist. AR, Tab 18, RFP, annex W., Technology Enhancements to Purchase Description for JLTV at 6.

[8] The NGVA is "an evolution of the existing Driver Smart display Unit (DSDU) based architecture that replaces the functionality of the DSDU with a Driver Display Unit (DDU) and separate Vehicle Real-Time Embedded Hub (VRTECH). The updated architecture provides additional growth/enhanced capabilities in connectivity, processing, high-definition video, platform management, and modularity for support of advanced [vehicle-electronics (*i.e.*, vetronics)] systems." AR, Tab 18, RFP, Annex X., NGVA to Purchase Description for JLTV at 5.

AMG proposed corrosion prevention and fuel efficiency enhancements. AR, Tab 408, AMG Tech. Proposal at 218. The agency evaluated these enhancements as demonstrating an "outstanding" approach. AR, Tab 107, AMG TEA Report at 100. The Army assigned AMG's proposal four strengths and no weaknesses, finding two strengths associated with the firm's proposed corrosion prevention enhancement, and the other two strengths associated with the firm's proposed fuel efficiency enhancements. *Id.*

Oshkosh argues that the Army unreasonably evaluated its proposed NGVA and fuel efficiency enhancements. Oshkosh also argues that the agency unreasonably evaluated AMG's proposed corrosion prevention enhancement. Finally, Oshkosh argues that the agency unequally evaluated the proposed enhancements. We discuss Oshkosh's challenges in succession.

Oshkosh's Accelerated NGVA

Oshkosh contends that the Army unreasonably evaluated its proposed NGVA enhancement as demonstrating a moderate risk of unsuccessful performance. First Comments and Supp. Protest at 31. In this context, the Army contends the Oshkosh proposal did not reflect the use of a completed prototype for pre-award testing. *Id.* Oshkosh argues that the evaluation was erroneous because the protester used a completed prototype for pre-award testing, and intended to use a complete prototype at final design review. *Id.* The Army responds that since the substantiating data derived from the protester's pre-award testing schedule reflected that Oshkosh intended to use an incomplete prototype for pre-award testing, the agency reasonably evaluated the firm's proposal as demonstrating higher risk of unsuccessful performance. Supp. COS/MOL at 44.

As background, the selected contractor would be required to improve the NGVA, and would be required to replace the functionality of the DSDU with a DDU and a separate VRTECH computer hub, and provide enhanced vehicle-electronics systems capabilities (*e.g.*, better front and rear facing cameras, and enhanced security features). AR, Tab 18, RFP, Annex X., NGVA to Purchase Description for JLTV at 5. To perform this requirement successfully, the selected contractor would be expected to provide the overall program management and technical execution of the NGVA work effort and its implementation on the JLTV vehicle platforms. The selected contractor would therefore be expected to perform multiple tasks, including design development and verification; product testing; and, ultimately submitting an engineering change proposal (ECP). AR, Tab 79, RFP, attach. 166, NGVA Statement of Work (SOW) at 5-6.

Offerors proposing to provide the NGVA could elect to provide it on either an accelerated 6-month timeline or a standard 30-month timeline. AR, Tab 79, RFP, attach. 166, NGVA SOW at 5-6. The accelerated timeline constituted a technical enhancement. RFP at 400. If proposing the accelerated timeline, the RFP instructed offerors to provide a detailed integrated master schedule (IMS) that supports the

delivery of the ECP within 180 calendar days of contract award. *Id.* at 400; AR, Tab 79, RFP, attach. 166, NGVA SOW at 6. The IMS should outline all design activity, component-level testing, planned sub-system level and vehicle level testing, purchasing activity with lead times, and various other events. RFP at 400.

The RFP also instructed offerors to provide substantiating data so the agency could conduct a risk assessment of the proposed schedule. RFP at 400. Offerors were to identify completed events, and include substantiating data for any completed events. *Id.* at 400-401. For events not completed, the RFP instructed offerors to provide an assessment of planned durations. *Id.* at 401. Additionally, the RFP provided:

> Any substantiating data for a design configuration which meaningfully varies from the offered design configuration may be considered less credible. The greater the extent to which the offerors proposed design configuration meaningfully varies from the design configuration to which the data applies, thereby undermining the credibility of the offered data, the more the Government may discount the validity of the substantiating data.

Id. The RFP stated that the agency would evaluate the likelihood that the offeror will meet the accelerated timeline. RFP at 422-423. The agency may also assign strengths and weaknesses depending on the quality of the substantiating data. *Id.* at 423.

Oshkosh elected to propose the 6-month accelerated timeline to produce an ECP for the next-generation vehicle architecture (NGVA). AR, Tab 120, Oshkosh Tech. Proposal at 433. Oshkosh's proposal explained that its accelerated NGVA would comply with all requirements. *Id.* at 433-434. Oshkosh also explained that it would produce the NGVA within the accelerated timeline by relying on software designs and hardware components from prior JLTV versions. *Id.* at 440.

Oshkosh also provided its IMS. AR, Tab 273, Oshkosh Tech. Proposal Change Pages, Nov. 22, 2022, at 495. Its IMS shows that Oshkosh conducted the majority of its testing prior to contract award in order to complete the initial design review within 30 days of contract award, final design review within 75 days after contract award, and submission of the culminating ECP within 6 months of contract award. *Id.*

Despite Oshkosh's IMS providing that the firm would meet all deadlines, the agency assigned a moderate risk that the firm's approach would be unsuccessful. AR, Tab 114, SSDD at 28; *see also* AR, Tab 102, Oshkosh TEA Report at 39-40, 100-101. The agency noted that Oshkosh's IMS reflected that the delivery of certain critical components (*i.e.*, prototype items) would not occur until after completion of contractor testing, including delivery of the prototype units, operating software, and a software safety feature. AR, Tab 102, Oshkosh TEA Report at 100. Specifically, the agency noted the following:

> While [Oshkosh's] NGVA IMS reflects completion of Contractor Testing at the [final design review], the IMS does not reflect receipt of a complete prototype system until 60 days after completion of Contractor Testing. Testing a system that is not physically representative of the proposed production configuration does not address system performance risks that are caused by physical packaging of the hardware. . . . Because the tested configuration is not proposed to be a complete prototype representative of the proposed configuration, the Government assessed an increased risk of unsuccessful contract performance.

AR, Tab 114, SSDD at 28.

On this record, we do not have any basis to object to the evaluation. The agency points out, and our review confirms, that Oshkosh's IMS provides that delivery or completion of prototype and critical items would not occur until after final design review. *See* AR, Tab 274, Revised IMS, Schedule Tab (Activity ID Nos. R531399, R531412, and R531454). To illustrate, Oshkosh's IMS provides that the final design review would be completed on April 5, 2023 (Activity ID No. M531316), but that Oshkosh's development of prototype units would not finish until June 19, 2023 (Activity ID No. R531399). *Id.*; *see also* COS/MOL at 81.

While Oshkosh argues that the agency unreasonably evaluated its proposal because one of its responses to an evaluation notice provided that it used a complete prototype for testing, we are not persuaded. Indeed, the agency demonstrates that Oshkosh's substantiating data acknowledges differences between the test hardware and the proposed final hardware. *See* Supp. COS/MOL at 44 (quoting AR, Tab 129, JLTV Proposal Appx. D.2.5 at 3-4).

Finally, to the extent that Oshkosh's revised IMS is incorrect, inaccurate, or confusingly explains the schedule, we note that an offeror has the responsibility to submit a well-written proposal, or otherwise, the firm will run the risk that its proposal will be evaluated unfavorably. *Interactive Gov't Holdings, Inc.*, B-414071, B-414071.2, Feb. 2, 2017, 2017 CPD ¶ 131 at 6. Accordingly, we deny the protest allegation because our review shows that the agency had a reasonable basis to find that Oshkosh would receive complete prototype units after the final design review.

Oshkosh's Fuel Efficiency Enhancement

Oshkosh argues that the agency should have assigned it a strength for its fuel efficiency enhancement because its substantiating data was strong. First Comments and Supp. Protest at 30. Indeed, Oshkosh explains that it converted an existing JLTV A1 into a JLTV A2 in order to verify the integration of its proposed fuel efficiency enhancement. *Id.* Because Oshkosh believes its data provides maximum credibility, the protester argues that it should have received a strength. *Id.*; Supp. Comments at 37. In response, the Army explains that it reasonably evaluated Oshkosh's fuel efficiency

enhancement, and that the solicitation did not require that a strength be assigned simply because an offeror elected to test its fuel efficiency on a JLTV A2. COS/MOL at 77.

By way of background, the RFP provided that offerors could propose either the "Anti-Idle" or the "Dynamic Fuel Efficiency" enhancements.[9] RFP at 401; AR, Tab 18, RFP, Annex W, Technology Enhancements to Purchase Description at 6. As relevant here, the "Dynamic Fuel Efficiency" enhancement requires the offeror to show that the JLTV can achieve at least 14.25 payload-ton miles per gallon (PTMPG). RFP at 401; AR, Tab 18, RFP, Annex W, Technology Enhancements to Purchase Description for JLTV at 6.

When proposing the "Dynamic Fuel Efficiency" enhancement, the RFP instructed offerors to describe the proposed design, efforts completed with respect to integration with the JLTV, efforts remaining to complete this integration, and the technical approach to meeting all requirements. RFP at 401. The RFP also instructed offerors to assess the proposed level of performance and any impact on all purchase description family of vehicle (PDFOV) requirements.[10] *Id.* Offerors were to provide substantiating data to allow the agency to perform a risk assessment considering the proposed level of performance, integration with the current JLTV, and any impact on compliance with PDFOV requirements. *Id.*

As relevant here, when discussing substantiating data, the RFP included the following instruction:

> In general, the following hierarchy is applied to substantiating data: vehicle-level test data will be the most credible, followed by sub-system level test data, component-level test data, technical papers/analysis/Modeling and Simulation data, and finally supplier documentation. Providing the highest form of substantiating data (vehicle-level (test) does not guarantee a low risk[.]

RFP at 401.

When evaluating proposed fuel efficiency enhancements, the RFP advised that the agency would assess the likelihood that each offeror will be able to meet the proposed

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[9] The "Anti-Idle" fuel efficiency enhancement provides the capability to stop and restart the engine automatically during idle events, such as stopping at a traffic light. AR, Tab 18, RFP, Annex W, Technology Enhancements to Purchase Description for JLTV at 6.

[10] The RFP uses PDFOV when referring to information contained in multiple spreadsheets. *See* AR, Tab 18, RFP, Annex MB, Purchase Description for JLTV at 26-139. Most of the PDFOVs provide performance requirements. *Id.*

level of performance. RFP at 422-423. The RFP also provided the following related to strengths and weaknesses:

> The Government may assign strengths or weaknesses to proposals. For example, a strength may be assigned to proposals that provide complete, specific, and credible . . . substantiating data to mitigate risk or provide substantial margin against threshold level of performance as defined in [the PDFOV requirements] for all proposed technology enhancements. A weakness may be assigned to proposals that fail to provide substantiating data, provide data of low credibility, lack detail, or otherwise increase the risk of unsuccessful performance.

Id.

Oshkosh proposed to provide the "Dynamic Fuel Efficiency" enhancement. AR, Tab 120, Oshkosh Tech. Proposal at 536. Its proposal contemplated providing an enhancement that would achieve [DELETED] PTMPG. *Id.* To achieve this, Oshkosh proposed multiple changes, including integrating [DELETED], calibrating [DELETED], improving [DELETED], and [DELETED]. *Id.* at 537.

As noted above, the agency evaluated Oshkosh's proposed fuel efficiency enhancement as demonstrating one strength and one weakness. AR, Tab 102, Oshkosh TEA Report at 98. The strength was assigned because Oshkosh's modified JLTV achieved [DELETED] PTMPG. *Id.* The weakness was assigned because Oshkosh did not provide substantiating data to show that its modified JLTV complied with 32 of 53 PDFOV requirements identified as impacted by the fuel efficiency enhancement. *Id.*

We do not find that the agency unreasonably failed to assign a strength based on the credibility of Oshkosh's substantiating data. [11] First, the agency points out that the RFP did not require the agency to assign a strength based on an offeror's use of a JLTV A2 during testing. *See* COS/MOL at 77; RFP at 423. Moreover, the RFP specifically provided that submission of vehicle-level test data did not guarantee a finding that the offeror's approach demonstrated a low risk of unsuccessful performance. RFP at 401.

Second, although Oshkosh presented vehicle-level test data to demonstrate the level of performance and integration of the modified JLTV, the record shows that the agency

[11] The agency also demonstrates that the protester did not suffer any competitive prejudice from any alleged failure to assign this strength because AMG also tested its proposed fuel efficiency enhancement on a JLTV A2. COS/MOL at 78; *see also Orbit Research, LLC*, B-417462, July 17, 2019, 2019 CPD ¶ 258 at 7 ("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 award, there is no basis for finding prejudice, and our Office will not sustain the protest.").

simply viewed the data provided as credible but not as warranting a strength for decreasing the risk of unsuccessful integration of the enhancement. COS/MOL at 77-78. We consider the protester's argument as demonstrating nothing more than disagreement with the evaluation (which does not provide a basis to sustain a protest allegation) since, at its core, Oshkosh's complaint simply disputes the agency's judgment of the worth of its proffered data. *See Innovative Mgmt. Concepts, Inc.*, B-408070.2, Dec. 4, 2013, 2014 CPD ¶ 49 at 3.[12]

AMG Corrosion Prevention Enhancement

Oshkosh argues that the Army unreasonably evaluated AMG's corrosion prevention enhancement. First, Oshkosh contends that the Army unreasonably failed to recognize that AMG's substantiating data was faulty because the supporting tests were unreliable. First Comments and Supp. Protest at 5-8. According to Oshkosh, the supporting tests were unreliable because they were inconsistent with the Army's own testing conclusions. Specifically, in addition to showing that AMG's proposed coatings provided sufficient corrosion prevention, the tests also showed that the current coating applied to the JLTV (*i.e.*, E-Coat) provided sufficient protection. *Id.* Oshkosh points out that the Army's internal testing has already concluded that the E-Coat does not provide sufficient corrosion prevention properties and that, therefore, AMG's tests must be far less rigorous or incompetent. *Id.* at 7.

[12] As a related allegation, Oshkosh asserts that the agency unequally evaluated proposals when it assigned a weakness based on the firm failing to submit substantiating data demonstrating compliance with all PDFOV requirements. According to Oshkosh, the Army independently calculated AMG's fuel efficiency performance value when it submitted faulty calculations, but did not similarly independently test Oshkosh's compliance with all PDFOV requirements. The Army responds that it did not evaluate proposals unequally because both offerors received strengths for demonstrating PTMPG values that exceeded the performance requirement.

When conducting procurements, agencies may not engage in conduct that amounts to unfair or disparate treatment. *See, e.g.*, *Navarro Research and Eng'g, Inc.*, *supra* at 6. To successfully allege unequal treatment, a protester must demonstrate that the agency unreasonably downgraded its proposal for features that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Spectrum Healthcare Resources, Inc.*, B-420759.2, B-420759.7, Aug. 19, 2022, 2022 CPD ¶ 214 at 7.

We agree that the agency did not engage in conduct amounting to unfair treatment. Our review of the record confirms that the agency evaluated both offerors' PTMPG as strong features since they both exceeded the performance requirement. *See* AR, Tab 114, SSDD at 33. Further, we do not agree that the agency's recalculation of AMG's PTMPG and alleged failure to test Oshkosh's compliance with multiple PDFOV requirements constitutes unequal treatment because the alleged unreasonable conduct concerned distinct aspects of the evaluation, and review of starkly different approaches to improved fuel efficiency.

Second, Oshkosh argues that the agency should have identified AMG's testing method as demonstrating risk of unsuccessful performance. First Comments and Supp. Protest at 9-11. Oshkosh contends that AMG relied on "coupon testing" (*i.e.*, testing a representative portion of a subject), and that this form of testing was unreliable because it did not use production representative parts, and only used small coupons. *Id.*

Third, Oshkosh argues that the agency unreasonably failed to recognize risky aspects of AMG's approach. Oshkosh principally argues that the Army unreasonably evaluated AMG's proposed corrosion prevention enhancement for [DELETED] located in the cargo bed as satisfying PDFOV requirements. First Comments and Supp. Protest at 12.

Finally, Oshkosh argues that the agency unequally evaluated AMG's corrosion prevention enhancement by not downgrading the firm for planning to conduct post-submission testing, but downgraded the Oshkosh proposed NGVA and fuel efficiency enhancements for planning to conduct post-award testing. First Comments and Supp. Protest at 18-19.

After providing some germane background information, we discuss each of Oshkosh's challenges in turn.

The RFP instructed offerors that they could propose a corrosion protection enhancement. RFP at 401. Offerors could propose either a 20-year or 30-year version. *Id.* If proposing either enhancement, offerors were to describe the material, coating, or process changes planned to meet the proposed level of performance. *Id.* With regard to the required level of performance, the RFP provided:

> The JLTV cab/armor panels, cargo deck, structural parts (defined as any part that bear automotive load in support of transport and vehicle movement), frames/subframes, cross members and control arms shall meet a 30 year corrosion life. At completion of 30 years, components shall exhibit no more than Stage 2 corrosion per Corrosion Rating System, Appendix A, [Technical Bulletin] 43-0123 Corrosion Prevention and Control for Army Ground Equipment, without loss to form, fit or function caused by corrosion damage or exhibit evidence of component cracking attributed to corrosion.

AR, Tab 18, RFP, Annex W, Technology Enhancements to Purchase Description for JLTV at 5.

Additionally, the RFP instructed offerors to provide substantiating data to allow the agency to perform a risk assessment against the proposed level of performance, the integration with the current JLTV FoV, and the impact that any design changes may have on the PDFOV requirements. RFP at 401. Substantiating data could be provided in multiple forms, including analytical support. *Id.* While the RFP provided a hierarchy

of substantiating data, where technical papers and simulation data were generally valued low, the RFP also indicated that providing the lowest form of substantiating data does not guarantee assignment of a high risk of unsuccessful performance. *Id.*

When evaluating proposed corrosion prevention enhancements, the RFP advised that the Army would evaluate the likelihood of successful performance. RFP at 422-423. The RFP also advised that the agency may assign strengths and weaknesses that substantiate the viability of their proposed enhancement. *Id.* at 423.

AMG proposed the [DELETED]-year corrosion prevention enhancement. AR, Tab 408, AMG Tech. Proposal at 220. AMG noted that it would change the paint system on impacted steel and cast iron components to either a [DELETED] coating system, or a [DELETED] coating system.[13] *Id.* AMG explained that [DELETED] proposed paint systems offer significant performance enhancements compared to the current E-Coat system. *Id.* AMG also proposed that, for impacted aluminum components (*e.g.*, the cargo bed), it would only provide [DELETED] because combining the [DELETED] with [DELETED] would meet the [DELETED]-year corrosion requirement. *Id.* As a final measure, AMG proposed to provide a [DELETED] for particular [DELETED]. *Id.* at 222.

AMG also provided multiple forms of substantiating data to support its corrosion prevention enhancement, including results for three sets of corrosion tests. *See* AR, Tab 433, [DELETED] Control Arm Component-level General Motors (GM) 190-Cycle Test Results Summary; AR, Tab 434, Frame Rail Component-level Corrosion Test Summary; AR, Tab 435, JLTV Multi-Mode Corrosion Test.

For the control arm test, AMG had a third-party tester subject [DELETED] control arms coated with the [DELETED] to corrosion cycle testing designed to simulate corrosion that would occur over a [DELETED]-year period.[14] AR, Tab 433, [DELETED] Control Arm Component-level GM 190-Cycle Test Results Summary at 1. The test demonstrated passing results for each of the control arms. *Id.* 2.

Regarding the frame rail component-level corrosion test, AMG conducted this test to assess and compare the performance of several coating systems (including the E-Coat and the [DELETED]) for use one welded frame assemblies. AR, Tab 434, Frame Rail Component-level Corrosion Test Summary at 4. The test was designed to simulate [DELETED]. *Id.* The test demonstrated that the E-Coat system fails rapidly, but that the [DELETED] coating system successfully protects underbody components against corrosion. *Id.* at 12.

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[13] [DELETED]

[14] Control arms are critical components of a vehicle's suspension system that connect points between the wheels and the frame.

The JLTV multi-mode corrosion test was conducted to assess the performance of the E-Coat, [DELETED], and [DELETED] coating systems as applied to [DELETED] coupons.[15] AR, Tab 435, JLTV Multi-Mode Corrosion Test at 4. This test is an accelerated laboratory corrosion test, conducted by an accredited third-party corrosion tester, where the coupons are exposed to a combination of controlled cyclic conditions in order to accelerate metallic corrosion over a simulated [DELETED]-year period. *Id.* The test included [DELETED] coupons: [DELETED] coated with the E-Coat system, another [DELETED] coated with the [DELETED] system, and the final [DELETED] coated with the [DELETED] system. *Id.* at 4, 10. The test demonstrated that all coupons exhibited no more than stage 2 corrosion (*i.e.*, a passing score), but, significantly, the test showed that the [DELETED] coating systems exhibited only stage 1 corrosion. *Id.* at 14.

AMG also submitted supplier documentation to support its corrosion prevention enhancement, including specification sheets for the [DELETED] coating systems, as well as the [DELETED] for [DELETED]. *See* AR, Tab 436, Manufacturer Specification Sheets; AR, Tab 475, [DELETED] Specification Sheet. With regard to the [DELETED] coating, AMG submitted technical analyses demonstrating the benefits of [DELETED] when compared with the standard zinc coating currently applied to the JLTV. AR, Tab 476, Technical Paper on [DELETED]; AR, Tab 477, Technical Paper on [DELETED].

The Army evaluated AMG's proposed corrosion enhancement as demonstrating two strengths and a low risk of unsuccessful performance. AR, Tab 107, AMG TEA Report at 100. For the strengths, the agency noted that AMG's control arm included an additional [DELETED] cycles, and that the [DELETED] coating systems still satisfied performance requirements. *Id.* at 70-71. Thus, the agency concluded that AMG's [DELETED] coating system offered a superior level of performance. *Id.* The agency assigned the remaining strength because AMG proposed to apply the corrosion prevention enhancement to parts not required by the RFP. *Id.* at 71.

E-Coat System Testing Data

Oshkosh argues that the agency unreasonably evaluated AMG's proposed corrosion prevention enhancement because the JLTV multi-mode corrosion test demonstrated that the E-Coat system did not suffer a failing level of corrosion, as applied to the [DELETED] coupons. First Comments and Supp. Protest at 7; Supp. Comments at 7. Indeed, Oshkosh points out that the agency's test data shows that the E-Coat would experience failing levels of corrosion around 13-15 years. Supp. Comments at 8. Thus, Oshkosh argues that AMG's test data is unreliable because it contains findings inconsistent with the agency's prior test data. *Id.* Oshkosh complains that the agency

[15] The [DELETED] is a fabricated coupon made from [DELETED] developed to represent the [DELETED]. AR, Tab 435, JLTV Multi-Mode Corrosion Test at 4.

should have evaluated AMG's test data with more scrutiny due to the inconsistency. *Id.* at 10-11.

The Army responds that it reasonably evaluated AMG's proposed enhancement. Supp. COS/MOL at 10. The Army states that Oshkosh's complaints about the JLTV multi-mode corrosion test are irrelevant because AMG did not propose to use the E-Coat system but rather included E-Coat coupon testing data to illustrate the improvement that its proposed coating systems offered over the E-Coat system. *Id.* The Army also explains that, while Oshkosh speculates that all coating systems must perform the same under all circumstances, the agency recognizes that different application methods for coating systems may yield different results. *Id.*

For ease of reference, AMG conducted the JLTV multi-mode corrosion test to demonstrate the performance of the E-Coat, [DELETED], and [DELETED] coating systems as applied to [DELETED] coupons.[16] AR, Tab 435, JLTV Multi-Mode Corrosion Test at 4. This test is an accelerated laboratory corrosion test, conducted by an accredited third-party corrosion tester, where the coupons are exposed to a combination of controlled cyclic conditions in order to accelerate metallic corrosion over a simulated [DELETED]-year period. *Id.* The test included [DELETED] coupons: [DELETED] coated with the E-Coat system, another [DELETED] coated with the [DELETED] system, and the final [DELETED] coated with the [DELETED] system. *Id.* at 4, 10. The test demonstrated that all coupons exhibited no more than stage 2 corrosion (*i.e.*, a passing score), but, significantly, the test showed that the [DELETED] coating systems exhibited only stage 1 corrosion. *Id.* at 14.

Here, we are not persuaded by the protester's argument. First, we disagree with Oshkosh that the fact that the E-Coat system, as applied to the [DELETED] coupons, demonstrated a passing level of corrosion (albeit a far greater amount when compared to the other coupons) in AMG's test renders the [DELETED] coating system test data invalid. *See* Supp. COS/MOL at 10. In this regard, we find credible the agency's explanations that different application methods of the coating systems may inform different test results, and that all coating systems do not perform identically in every test. *Id.*

Further, we are not persuaded that the agency failed to recognize how the E-Coat system performed. To the contrary, the record shows that the evaluators affirmatively noted that the E-Coat system was included in the test, and that the test demonstrated that all [DELETED] coating systems did not exhibit failing levels of corrosion. AR, Tab 107, TEA Report at 36. The record simply shows that the agency evaluators did not consider that fact to be compelling or significant. *Id.*; *accord* Supp. COS/MOL at 10. To the extent Oshkosh argues that the performance of the E-Coat system is inherently significant and must have been scrutinized further, that position constitutes nothing more than disagreement with the agency's judgment of the relative worth of the E-Coat

[16] The [DELETED] is a fabricated coupon made from [DELETED] developed to represent the [DELETED]. AR, Tab 435, JLTV Multi-Mode Corrosion Test at 4.

test data, and does not provide us with a basis to sustain the protest. *See Innovative Mgmt. Concepts, Inc.*, *supra.*

Finally, we point out that AMG only included the E-Coat system as part of the multi-mode test in order to demonstrate the superiority of its [DELETED] coating systems, not because the firm sought to use the E-Coat system as an enhancement. Supp. COS/MOL at 10-11. In this regard, we note that AMG presented independent testing conducted by an accredited third-party laboratory showing that the [DELETED] coating systems provide sufficient protection, which, at bottom, provides a reasonable basis for the agency to conclude that AMG's corrosion prevention enhancement satisfied the performance requirement. Supp. COS/MOL at 10, 10 n.4. Further, we find Oshkosh's focus on the E-Coat system testing data to be distracting, and, instead, agree that the presence of the E-Coat testing data is ultimately irrelevant to the evaluation. *Id.*; *see* AR, Tab 107, AMG TEA Report at 29.

Coupon Testing

Oshkosh also complains that the AMG's multi-mode corrosion test does not constitute reliable substantiating data because the [DELETED] coupons differed substantially from the actual JLTV. Supp. Comments at 14. According to Oshkosh, the agency failed to recognize that AMG's coupons were not representative of the structural components of the actual vehicle. *Id.* at 14-15. The Army counters that the record does not support Oshkosh's argument. Supp. COS/MOL at 12. The Army points out that the RFP permitted offerors to use component-level test data, and AMG conducted its testing on coupons with geometry and materials representative of the JLTV. *Id.* at 12-15.

The RFP specifically provided that substantiating data could include third-party test data, as well as "component-level test data." RFP at 401. The RFP also provided that vehicle-level test data would be considered more credible than component-level test data. *Id.* However, as noted above, the RFP cautioned that providing vehicle-level test data did not guarantee a finding of low risk for unsuccessful performance, and that submitting a lower form of substantiating data did not guarantee a finding of high risk. *Id.*

Additionally, and as noted above, AMG's multi-mode coupons are a [DELETED] structure designed and produced to replicate the most [DELETED] used on production JLTV parts. AR, Tab 435, JLTV Multi-Mode Corrosion Test at 4, 6. Further, AMG's JLTV multi-mode corrosion test subjected the [DELETED] coupons to corrosion testing, and the firm did not separately conduct any corrosion testing on actual JLTVs. AR, Tab 408, AMG Tech. Proposal at 225-226.

On this record, we are not persuaded that the agency unreasonably evaluated AMG's coupon testing as providing reliable substantiating data. The record shows that the evaluators specifically noted that AMG's "substantiating data tested a total of [DELETED] coupons consisting of [DELETED]." AR, Tab 107, AMG TEA Report at 36. In other words, the record shows that the agency was aware of the form of testing, and

considered how AMG had constructed the coupons, when concluding that the test evidenced a likely successful corrosion prevention enhancement. *Id.*

The agency also provides a declaration from its materials engineer confirming that the coupons are tailored to the "unique properties of the JLTV design," including being constructed of [DELETED]. AR, Tab 884, Decl. of Materials Engineer at 3. The materials engineer explains that the coupons have "many complex features, including [DELETED], and other features found in the JLTV." *Id.* Finally, the materials engineer also explains the following:

> While more features could have been added to the test specimens, the features that were present account for the vast majority of the worst-case features found within the JLTV, and as a result the test was highly relevant and should demonstrate the likely performance of the proposed coating when applied to actual JLTV parts during production.

Id. Thus, the materials engineer's declaration shows that the agency had a reasonable basis from which to find that AMG's specific coupon testing produced reliable results since the coupons were constructed of the [DELETED], were designed similarly, and contained the features most susceptible to corrosion.

To the extent Oshkosh complains that coupon testing is "inherently risky," such complaint directly contradicts the RFP's terms, which provided that offerors could use "component-level testing" (*i.e.*, coupon testing) as a form of substantiating data. *See* First Comments and Supp. Protest at 9-10. Any attempt to argue that offerors should not be permitted to rely on coupon testing as substantiating data constitutes an untimely challenge to the terms of the solicitation. 4 C.F.R. § 21.2(a)(1) (challenges to the terms of the solicitation must be filed prior to the close of the solicitation period).

Other Risks in AMG's Corrosion Prevention Enhancement

Oshkosh argues that the agency failed to recognize several other risks associated with AMG's corrosion prevention enhancement. We do not find that any provide us with a basis to sustain the protest, and we discuss one illustrative example.

Oshkosh contends that the Army unreasonably permitted AMG to rely on technical papers and manufacturer specification sheets to substantiate its approach for addressing corrosion involving [DELETED] located in the cargo bed of the vehicle. First Comments and Supp. Protest at 11. According to Oshkosh, the Army unreasonably concluded that AMG's proposed enhancement satisfied purchase description family of vehicle (PDFOV) requirements because it provided only technical analyses, and did not provide any test data. *Id.* at 11-13.

The RFP provided that offerors could rely on "analytical support" and "supplier documentation" as substantiating data. RFP at 401. While the RFP cautioned that "technical papers/analysis/Modeling" and "supplier documentation" would be a lower

forms of data, the RFP also explained that the lowest forms of substantiating data did not guarantee assignment of a high risk for unsuccessful performance. *Id.*

In its proposal, AMG explained that, as part of its corrosion prevention enhancement, it would upgrade [DELETED] coatings from a zinc plating to a [DELETED] to provide superior protection against general and galvanic corrosion. AR, Tab 408, AMG Tech. Proposal at 222. As substantiating data, AMG provided two technical papers and one manufacturer specification sheet. *See* AR, Tab 475, [DELETED] Specification Sheet; AR, Tab 476, Technical Paper on [DELETED]; AR, Tab 477, Technical Paper on [DELETED]. Both technical papers show that [DELETED] coating offers enhanced corrosion performance over standard zinc coating. AR, Tab 476, Technical Paper on [DELETED] at 15; AR, Tab 477, Technical Paper on [DELETED] at 9.

When evaluating AMG's proposal, the Army noted that the firm proposed to upgrade [DELETED] coatings from a zinc plating to a [DELETED]. AR, Tab 107, AMG TEA Report at 37-38. The agency evaluated this approach favorably based on the substantiating data. *Id.* at 38. Specifically, the agency noted that the substantiating data showed that AMG's proposed [DELETED] would have improved corrosion protection, increased surface hardness, enhanced heat resistance, and better resistance to galvanic corrosion. *Id.* Based on this data, the Army concluded that the substantiating data demonstrated that AMG's proposed corrosion prevention enhancement did not present a high risk of unsuccessful performance. *Id.*

We conclude that the agency reasonably evaluated AMG's proposed [DELETED] solution. As an initial matter, we note that the RFP specifically provided that offerors could use manufacturer specification sheets and technical papers as substantiating data, and that these forms of data, while less preferable, would not dictate a finding of a high risk of unsuccessful performance. RFP at 401. Further, our review of the specification sheets and technical papers present information consistent with the agency's evaluation. For example, the technical paper [DELETED] provides that [DELETED] coatings showed lower [DELETED] (*i.e.*, material [DELETED] per [DELETED]) rates than zinc coatings, and that [DELETED] coatings demonstrate higher [DELETED] when compared with zinc coatings. AR, Tab 476, Technical Paper on [DELETED] at 15.

Finally, while Oshkosh complains that AMG did not submit any testing data from which the agency could conclude that AMG's proposed enhancement definitively satisfied the PDFOV requirement for [DELETED]-year corrosion protection, we are not persuaded by this argument. *See* Supp. Comments at 16-17. In this regard, we note that the Army's materials engineer provides the following:

> The proposed [DELETED] is widely known in industry to eliminate (or at minimum greatly reduce) the galvanic corrosion interaction in question. The selection of the [DELETED] plating offers a surface coating that is [DELETED], or [DELETED] to, [DELETED]. The previous Zinc plating is anodic to aluminum, leading to accelerated corrosion of the plating and

> exposing the underlying steel, which is highly cathodic to aluminum, resulting in the galvanic corrosion of the aluminum cargo bed which was observed in the test incident report. The change to [DELETED] plating eliminates the premature failure mode due to galvanic interaction, significantly reducing the likelihood that the aluminum cargo bed comes in contact with the [DELETED].

AR, Tab 884, Decl. of Materials Engineer at 7-8. As a result, we do not find the protester's position provides us with a basis to sustain the protest because the record shows that the corrosion prevention benefits and properties of [DELETED] plating are commonly understood, such that the agency's determination that AMG's corrosion prevention enhancement offered sufficient protection without simulating test data was reasonable. *See* Supp. COS/MOL at 17.

Unequal Evaluation of Technical Enhancements

Oshkosh argues that the Army unequally evaluated proposals. Oshkosh contends that the agency assigned a higher level of technical risk to its NGVA enhancement and one weakness to its fuel efficiency enhancement based on its plan to conduct post-proposal testing for both proposed enhancements, but did not evaluate AMG similarly, even though AMG also planned to conduct post-proposal testing for the proposed anti-corrosion enhancement. First Comments and Supp. Protest at 18-19. The Army responds that Oshkosh complains about different features, and therefore, the agency could not treat them similarly. Supp. COS/MOL at 26. Further, the Army responds that neither offeror was penalized for proposing post-submission or post-award testing. *Id.*

When proposing the [DELETED] coating system, AMG also needed to demonstrate that the coating system would successfully integrate with the JLTV (*i.e.*, it would provide the same torque retention and suitability for structural components as the current E-Coat system). *See* RFP at 401. As a result, AMG explained that its [DELETED] coating system would have similar hardness and thickness compared to the E-Coat system, and use the same [DELETED]. *See* AR, Tab 574, AMG Tech. Proposal Change Pages at 1-2. AMG supported its approach by explaining its application method, and providing substantiating data in the form of a [DELETED] test showing that the existing E-Coat is softer than the [DELETED] coating system. *See* AR, Tab 578, [DELETED] Test Results for [DELETED] and E-Coat Systems at 3.

When evaluating AMG's corrosion prevention enhancement, the Army concluded that its approach would likely integrate successfully with the JLTV. AR, Tab 107, TEA Report at 39. The agency specifically noted that AMG's approach had the same hardness and thickness, and would use the same [DELETED], as the E-Coat system. *Id.* The agency also noted that AMG scheduled additional testing to be completed after proposal submission for torque/tension and vibration joint relaxation, but concluded that this information could not be considered because it was not yet completed. *Id.* at 39-40.

Additionally, and as fully referenced earlier, when evaluating Oshkosh's proposed NGVA and fuel efficiency enhancements, the agency identified a moderate risk of unsuccessful performance and one weakness. As for the proposed NGVA enhancement, the agency noted that Oshkosh's IMS reflected that complete prototypes would be delivered after final design review, and that therefore, the firm's testing would not necessarily prove reliable. *See* AR, Tab 107, Oshkosh TEA Report at 28. Regarding the proposed fuel efficiency enhancement, the agency assigned a weakness because Oshkosh did not submit substantiating data demonstrating compliance with the majority of impacted PDFOV requirements. *Id.* at 98.

In reviewing challenges that an agency unequally evaluated proposals, a protester must demonstrate that the agency unreasonably downgraded its proposal for features that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Emagine IT, Inc.*, B-420202, B-420202.2, Dec. 30, 2021, 2022 CPD ¶ 20 at 12.

Here, we agree with the Army that the protester has not met the threshold showing of demonstrating that the features downgraded in its proposal were substantively indistinguishable from, or nearly identical to, features that were not downgraded in AMG's proposal. Supp. COS/MOL at 26. The agency contends, and we agree, that AMG's corrosion prevention enhancement, and Oshkosh's fuel efficiency and NGVA enhancements are distinct features. *Id.* ("Clearly, the proposals at issue are for different technical enhancements and therefore the Army could not treat them the same.").

Moreover, even under Oshkosh's broad interpretation of unequal treatment, we do not find its position persuasive. Contrary to Oshkosh's proposal, AMG submitted sufficient information from which the agency could determine that its proposal corrosion prevention enhancement would not create a heightened risk of unsuccessful integration; in contrast, the record shows that Oshkosh failed to submit sufficient substantiating data to show that its fuel efficiency enhancement would comply with the majority of impacted PDFOV requirements, and failed to demonstrate that any design testing was conducted on a completed NGVA prototype.. Thus, we deny the protest allegation because our review confirms the agency's position that it did not unequally evaluate Oshkosh's proposed enhancements. Supp. COS/MOL at 26.

Discussions

Oshkosh raises various allegations challenging the agency's conduct of discussions. Principally, Oshkosh argues that the agency unreasonably and unequally conducted discussions regarding its fuel efficiency enhancement. First Comments and Supp. Protest at 22-24, 28-30. Oshkosh asserts that the discussions were unreasonable because the agency did not clearly identify its concern that the firm failed to provide substantiating data demonstrating compliance with all impacted PDFOV requirements. *Id.* at 28-30. Also, Oshkosh asserts that the discussions were unequal because the agency explained to AMG that the firm needed to submit substantiating data, but did not do likewise with Oshkosh. *Id.* at 23-24.

The Army counters that its discussions with Oshkosh were reasonable because the evaluation notices (EN) clearly identified the agency's concerns. COS/MOL at 69. The Army also argues that the ENs issued to the firms were different because the firms' proposals were different (*i.e.*, Oshkosh provided some substantiating data, while AMG initially did not). Supp. COS/MOL at 30.

As referenced earlier, Oshkosh proposed the "Dynamic Fuel Efficiency" enhancement. This proposed enhancement contemplated providing an enhancement that would achieve [DELETED] payload-ton miles per gallon (PTMPG). AR, Tab 120, Oshkosh Tech. Proposal at 536. To achieve the improved fuel efficiency, Oshkosh proposed multiple changes, including integrating a [DELETED], calibrating [DELETED], improving [DELETED], and [DELETED]. *Id.* at 537. For substantiating data, Oshkosh provided seven appendices addressing different risks involving performance, integration, or impact on PDFOV requirements. *Id.* at 553. As relevant here, Oshkosh provided some documentation, both in its proposal and appendices, addressing compliance with PDFOV requirements.

In its proposal, Oshkosh identified six PDFOV requirements affected by the fuel efficiency enhancement, and explained that substantiating data demonstrated that the enhancement did not impact compliance with those six requirements. AR, Tab 120, Oshkosh Tec. Proposal at 552. For example, Oshkosh identified PDFOV-980 (*i.e.*, the JLTV can accelerate from 0-30 mph on dry, level, and hard terrain within 9.4 seconds) as not affected, and referenced substantiating data showing that the tested JLTV satisfied this performance requirement in 7.2 seconds. *Id.*; AR, Tab 172, Oshkosh Tech. Proposal, app. G.2 at 1.

One appendix (the "Design Verification Plan and Report" (DVP&R)) identified 39 PDFOV requirements as impacted by the fuel efficiency enhancement. AR, Tab 175, Oshkosh Tech. Proposal, app. G-5. For some PDFOV requirements, the firm explained that the modified JLTV demonstrated compliance. *Id.* However, for most of the identified requirements, Oshkosh did not explain whether the modified JLTV maintained compliance. *Id.* Oshkosh provided another appendix (*i.e.*, allocation matrix) containing a summary spreadsheet, wherein it identified 386 PDFOV requirements linked to the fuel efficiency enhancement. AR, Tab 176, Allocation Matrix, Table 2--Fuel Efficiency TE. For each identified requirement, Oshkosh provided comments from its personnel explaining whether the modified JLTV complied, and brief supporting rationale. *Id.*

When evaluating Oshkosh's proposal, the agency initially assigned one significant weakness because the Army concluded that the firm did not provide substantiating data to analyze the impact of the proposed enhancement on existing PDFOV requirements. AR, Tab 102, Oshkosh TEA Report at 61. Indeed, the Army noted the following confusion regarding the protester's proposal:

> [Oshkosh] takes an incomplete approach to PDFOV compliance, design, and test considerations. The Government identified four documents

> addressing PDFOV compliance that lack credibility and sufficient detail to support a complete risk assessment.
>
> Within the main proposal document, [Oshkosh] only identified six PDFOVs that are impacted by the technology enhancement which were the only six PDFOVs tested and verified by [a third-party supplier].
>
> [Oshkosh] presented a PDFOV allocation matrix which was used to evaluate 1,056 JLTV PDFOVs. [Oshkosh] then identified 386 PDFOVs that were linked to the fuel efficiency technology enhancement. The rationale provided included subjective statements made by [Oshkosh] Subject Matter Experts (SMEs) and did not include details sufficient to support the claims of compliance.
>
> In the DVP&R [Oshkosh] presented 39 PDFOVs to support their proposed design. However, [Oshkosh] did not explain why the 39 PDFOVs were included and why others were not.
>
> Additionally, [Oshkosh's] proposal did not address the inconsistency in the number of impacted requirements identified in [the various supporting substantiating data].

Id. at 60-61. Ultimately, the agency issued three ENs addressing the firm's inconsistent supporting data, and general failure to provide sufficient substantiating data to demonstrate that its significant overhaul of the JLTV engine maintained compliance with the PDFOV requirements. In the first EN, the Army explained that it had identified a significant weakness in Oshkosh's proposal. AR, Tab 248, EN OSK-PTF2-006 at 1. The Army stated:

> The offeror's proposal for Dynamic Fuel Efficiency and its substantiating data do not provide a complete and consistent approach to analyzing the impacts of the proposed technology enhancement on the existing JLTV FoV PDFOVs. The substantiating data provided in [the Allocation Matrix] and [the DVP&R] reflect inconsistent PDFOV impacts with insufficient supporting detail.
>
> Therefore, the Government assessed this as a significant weakness as the proposal lacked sufficient information required to analyze the impact of the proposed technology enhancement on the JLTV FoV PDFOVs. Please address this significant weakness.

Id. at 2.

Oshkosh responded that the inconsistency was due to the fact that the allocation matrix identified every PDFOV requirement that was potentially affected, and the DVP&R contained every requirement that was actually affected. AR, Tab 249, Oshkosh

Response to EN OSK-PTF2-006 at 4. Oshkosh then provided a revised allocation matrix that accurately reflected the impacted PDFOV requirements. *See* AR, Tab 250, Revised Allocation Matrix, Table 2--Fuel Efficiency TE.

After reviewing Oshkosh's response and the revised allocation matrix, the agency issued the second EN. AR, Tab 251, EN OSK-PTF2-006-001. This EN identified Oshkosh's proposal as containing a weakness. *Id.* at 1. The Army noted that it was able to confirm Oshkosh's method of providing substantiating data, but identified two lingering concerns. *Id.* at 1-2. Its first concern explained that Oshkosh "did not address the full impact of the proposed Fuel Efficiency enhancement on all PDFOVs applicable to the various operational states of the JLTV." *Id.* at 2. In other words, the agency asked Oshkosh to provide substantiating data for all PDFOV requirements identified as impacted by the technical enhancement. *See* COS/MOL at 69-70.

The Army's second concern addressed PDFOV requirements that Oshkosh had identified as implicated by the proposed enhancement but, ultimately, as not affected. AR, Tab 251, EN OSK-PTF2-006-01 at 2. Specifically, the agency explained:

> Further, the Government reviewed [the revised allocation matrix] and filtered by PDFOVs that the offeror asserted are "Linked--Not Affected." The following PDFOVs warrant additional rationale for compliance. Without additional rationale, this increases risk of unsuccessful contract execution.

Id. The Army then identified 22 "Linked--Not Affected" PDFOV requirements as needing additional rationale. *Id.*

Oshkosh responded by explaining that it was changing four of the 22 PDFOV requirements as "Linked--Not Affected" to "Linked--Affected." AR, Tab 252, Oshkosh Response to OSK-PTF2-006-01 at 4. Oshkosh then explained how its fuel efficiency enhancement maintained compliance with each of these 22 requirements. *Id.* at 6-12. Oshkosh also provided another revised version of the allocation matrix. *Id.* at 12; *see also* AR, Tab 253, Second Revised Allocation Matrix.

The Army then issued its third EN. AR, Tab 254, EN OSK PTF2-006-02 at 1. In this EN, the Army requested that Oshkosh provide substantiating data for one of the PDFOV requirements identified as impacted by the fuel efficiency enhancement because the information provided appeared inaccurate. *Id.* at 1-2. Oshkosh concurred, explained that the information was inaccurate due to a typographical error, and then provided corrected versions of its allocation matrix and the DVP&R spreadsheet. AR, Tab 255, Oshkosh Response to EN OSK PTF2-006-02 at 4.

The agency reviewed the information submitted during discussions, and changed the assigned "significant weakness" to a "weakness." AR, Tab 102, Oshkosh TEA Report at 98. The Army noted that, while Oshkosh demonstrated a detailed, consistent understanding of the PDFOV requirements, the firm did not provide substantiating data

to demonstrate compliance for the PDFOV requirements that Oshkosh had identified as "Linked--Affected." *Id.* The agency then explained that the lack of data to support claims of compliance increased the risk of unsuccessful contract performance. *Id.*

Oshkosh argues that the discussions were unreasonable because they were not meaningful and were misleading. According to Oshkosh, the Army did not reasonably inform the firm about any need to submit substantiating data for the "Linked-Affected" PDFOVs, and misled the firm into thinking that it needed only to provide substantiating data for the "Linked--Not Affected" PDFOV requirements. First Comments and Supp. Protest at 28-30.

When reviewing an allegation that an agency unreasonably conducted discussions as part of a negotiated procurement, our Office has explained that discussions must be meaningful, and must not prejudicially mislead offerors. *LexisNexis, a Division of RELX, Inc.*, B-418885, B-418885.2, Oct. 8, 2020, 2020 CPD ¶ 346 at 4. For discussions to be meaningful, they must identify deficiencies and significant weaknesses in an offeror's proposal that could reasonably be addressed, so as to materially enhance the offeror's potential for receiving award. *Id.* at 8. To satisfy this requirement, an agency need only lead an offeror into the areas of its proposal requiring amplification or revision; all-encompassing discussions are not required. *Id.* at 5.

On this record, we do not find that the agency unreasonably conducted discussions. Instead, our review confirms that the agency led Oshkosh into the areas of its proposal needing revision because it explained that the firm's substantiating data was insufficient, and that the agency was unable to assess the impact of the proposed fuel efficiency enhancements on the PDFOV requirements. *See* AR, Tab 248, EN OSK-PTF2-006 at 2. We also do not agree that the second EN created any confusion, or was somehow misleading. The EN noted two separate concerns; one concern with the firm's failure to provide substantiating data for the "Linked--Affected" PDFOV requirements, and a second concern with the firm's failure to provide substantiating data for the "Linked--Not Affected" PDFOV requirements. AR, Tab 251, EN OSK-PTF2-006-01 at 2. While the Army specifically enumerated the "Linked--Not Affected" PDFOV requirements requiring substantiating data, we agree with the agency that the enumeration represents its effort to provide additional clarity to the second request. *See* COS/MOL at 70-71. Accordingly, we deny the protest allegation.

Next, we address Oshkosh's allegation that the agency unequally conducted discussions. As additional background, AMG also proposed to provide the "Dynamic Fuel Efficiency" enhancement. AR, Tab 408, AMG Tech. Proposal at 229-230. AMG proposed to modify the [DELETED] with the same commercially available option as Oshkosh; however, unlike Oshkosh, AMG did not propose to swap [DELETED], change [DELETED], or conduct [DELETED]. See *id.*; AR, Tab 120, Oshkosh Tech. Proposal at 537.

When evaluating AMG's proposed enhancement, the agency initially noted that the firm failed to provide any substantiating data to analyze compliance with the PDFOV

requirements. AR, Tab 107, AMG TEA Report at 79. Characterizing this as a "significant weakness," the Army solicited information from AMG through discussions:

> The proposal lacks the analysis of PDFOV requirements compliance impacted by the offeror's proposed Technology Enhancements for Corrosion Protection and Dynamic Fuel Efficiency improvements as required in [RFP Section] L.4.1.3.3. The lack of the required impact analysis is assessed as a Significant Weakness.

AR, Tab 511, EN AMG-PTF2-001 at 1-2.

AMG responded by submitting a compliance matrix, which purported to include an assessment of both enhancements, including the dynamic fuel efficiency enhancement, and identification of impacted PDFOV requirements. AR, Tab 512, AMG Response to EN AMG-PTF2-001.

The Army reviewed the compliance matrix, and concluded that it was incomplete. AR, Tab 107, AMG TEA Report at 80-81. The Army noted that, even though the matrix listed the PDFOV requirements impacted by the enhancement, AMG had failed to provide any rationale supporting its assertions that the modified JLTV still complied with requirements. *Id.*; *see also* AR, Tab 516, PDFOV Compliance Matrix, Table--PDFOV Compliance Matrix. As a result, the Army submitted the following second EN to AMG:

> The offeror's response to EN-AMG-PTF2-001 provided analysis of PDFOV requirements compliance impacted by the offeror's proposed Technology Enhancements for Corrosion Protection and Dynamic Fuel Efficiency improvements as required in [RFP Section] L.4.1.3.3. However, there was no rationale provided to support the conclusions made for each PDFOV requirement impact determination. Therefore, the Significant Weakness remains unresolved.

AR, Tab 517, EN AMG-PTF2-001-01 at 2.

AMG responded by revising the compliance matrix, and providing additional rationale to support its assertions. AR, Tab 518, AMG Response to EN AMG-PTF2-001-01 at 3; *see also* AR, Tab 523, Revised PDFOV Compliance Matrix, Table--PDFOV Compliance. The agency evaluated the updated compliance matrix as including sufficient rationale, and therefore noted that all weaknesses had been resolved. AR, Tab 107, AMG TEA Report at 82. Oshkosh complains that the discussions were unequal because the Army clearly articulated its concern to AMG, but did not do the same for the protester. The agency responds that it did not unequally conduct discussions.

When evaluating challenges to an agency's conduct of discussions as unequal, our decisions explain that, although discussions must provide offerors an equal opportunity to revise their proposals, the content and extent of discussions are matters within the

direction of the agency. *See, e.g.*, *Universal Protection Service, LP dba Allied Universal Security Services*, B-417376.2, B-417376.3, June 20, 2019, 2019 CPD ¶ 229 at 6. Discussions with each offeror need not be identical; rather, the agency should tailor its discussions to each offeror since the need for clarification or revisions will vary with the proposals. *Id.* Conducting additional discussions relating to previously discussed issues with only one or a limited number of offerors is permissible where the agency has remaining concerns related to those issues, but this does not mean that an agency may engage in what amounts to disparate treatment of the competing offerors. *Id.*

In this regard, where an agency conducts multiple rounds of discussions relating to the same issues with one offeror, it must afford similarly situated offerors the same benefit of additional discussions. *Front Line Apparel Grp.*, B-295989, June 1, 2005, 2005 CPD ¶ 116 at 3-4. Ultimately, an agency must not engage in conduct that favors one offeror over another, Federal Acquisition Regulation (FAR) section 15.306, and it must, at a minimum, discuss deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond. *Universal Protection Service, LP dba Allied Universal Security Services*, *supra*.

Our review of the record shows that the Army's discussions treated Oshkosh and AMG equally. Discussions conducted with both firms were meaningful and tailored to the results of the initial and interim evaluations. In this regard, we agree with the agency that discussions with both firms communicated their need to provide additional supporting detail (or in AMG's case to provide any and all supporting detail) to demonstrate compliance with PDFOV requirements. *See* Supp. COS/MOL at 30.

While Oshkosh argues that the ENs provided to AMG were clearer and included references to the specific solicitation provision requiring substantiating data, we find persuasive the Army's position that the difference in the content of the ENs is a result of AMG's complete failure to provide any supporting rationale. *See* Supp. COS/MOL at 30. In this regard, AMG completely omitted substantiating data for both of its proposed enhancements while the record shows that Oshkosh provided some supporting rationale in its initial proposal. AR, Tab 120, Oshkosh Tech. Proposal at 552. Accordingly, we deny the protest allegation.

Value Adjusted Total Evaluated Price (VATEP)

Oshkosh complains that the agency unreasonably conducted its cost realism assessment of AMG's proposed general and administrative (G&A) rates. First, Oshkosh contends that the Army failed to investigate and adjust for an allegedly significant variance between AMG's proposed and historical indirect rates. Second Comments and Supp. Protest at 6. Second, Oshkosh contends that the Army did not explore how AMG planned to calculate [DELETED] G&A rates. *Id.* at 7.

The Army responds that AMG's proposal fully explained and supported its indirect rates. Supp. COS/MOL at 61. The Army also explains that AMG's proposal provided a

lengthy explanation regarding how its indirect rates, including [DELETED] G&A, were calculated. *Id.* at 65.

The VATEP was equal to an offeror's evaluated cost/price minus any credits for using government-furnished property, technology enhancements and improved architecture, and any adjustment for associated data rights.[17] RFP at 403. Additionally, while the JLTVs (*e.g.*, contract line item number (CLIN) xx02, heavy guns carrier) and most other deliverables would be provided on a fixed-price basis, the RFP did require offerors to propose labor costs for four cost-plus-fixed-fee CLINS: CLINxx22, test support; CLIN xx26, system technical support; CLIN xx27, field service representative; and xx28, total package fielding. *See, e.g.*, RFP at 46-47. Based on the proposals, offerors would expect to incur less than $40 million in labor costs for these CLINs per contract period. COS/MOL at 97-98.

When submitting their costs, offerors were required to provide top-level spreadsheets providing cost element breakdowns supporting proposed prices for major CLINs, and a pricing matrix. *Id.* Further, and as relevant here, offerors were instructed to provide a list of direct and indirect rates (including G&A) that were used when developing proposed costs. RFP at 404. Offerors were also instructed to provide a narrative explaining the basis for the estimated rates. *Id.* When evaluating cost-type CLINs, the RFP advised that the agency would conduct a cost realism assessment. *Id.* at 424.

As part of its VATEP proposal, AMG explained that it would charge [DELETED] to the JLTV contract. AR, Tab 801, AMG VATEP Proposal at 28. In this regard, AMG would calculate the portion of its G&A expenditures that directly [DELETED]; based on this amount, AMG formulated [DELETED] to charge against the JLTV contract. *Id.*; *see also* Supp. COS/MOL at 60 ([DELETED]). Indeed, AMG stated that it [DELETED]. AR, Tab 725, AMG Response to EN AMG-VATEP-005 at 5. Further, AMG clarified that the difference between its historical and proposed G&A rates reflects its decision to charge only [DELETED] G&A. *Id.*

When evaluating AMG's proposed indirect rates, the agency noted that they were significantly lower than its historical rates. AR, Tab 109, AMG VATEP Evaluation Report at 44-45. Despite the difference, the agency considered AMG's approach and explanation, and concluded that the lower rates were a result of AMG adding a significant increase to its business volume and charging [DELETED] G&A. *Id.* at 45. As a result, the Army found that AMG's proposed [DELETED] G&A rates were realistic based on the anticipated increase in business volume from the JLTV contract award. *Id.* at 57.

Applicable procurement regulations provide that, when an agency evaluates a proposal for award of a cost-reimbursement contract, an offeror's proposed costs are not dispositive because, regardless of the costs proposed, the government is bound to pay

[17] The RFP provides that the agency monetized the value of the NGVA and technology enhancements in order to incentivize offerors to propose those features. RFP at 403.

the contractor its actual and allowable costs. FAR 15.305(a)(1), 15.404-1(d). Consequently, an agency must perform a cost realism analysis to determine the extent to which an offeror's proposed costs are realistic for the work to be performed. FAR 15.404-1(d)(1). An agency is not required to conduct an in-depth cost analysis, or to verify each and every item in assessing cost realism; rather, the evaluation requires the exercise of informed judgment by the contracting agency. *BEAT, LLC*, B-418235, B-418235.2, Jan. 30, 2020, 2020 CPD ¶ 64 at 6-7. Because the agency is in the best position to make the cost realism determination, our review is limited to determining whether its cost evaluation was reasonably based and not arbitrary. *ABSG Consulting, Inc.*, B-407956, B-407956.2, Apr. 18, 2013, 2013 CPD ¶ 111 at 7.

Under this standard, we have reviewed the protester's challenges of the Army's cost realism evaluation, and see no basis to find that the agency unreasonably found AMG's proposed G&A rate to be realistic. Contrary to the protester's argument, the Army reasonably did not adjust AMG's proposed G&A rates to reflect the firm's historical rates because, as the agency explains, that rate would no longer be an accurate reflection of AMG's business volume, which would increase substantially upon receipt of the JLTV contract. Supp. COS/MOL at 60; *see also* AR, Tab 109, AMG VATEP Evaluation Report at 57; *accord* Second Comments and Supp. Protest, exh. A, Decl. of Financial Expert at 5 (explaining that an increase in business volume reduces G&A rates). Further, while AMG's proposed G&A rate was [DELETED], the agency reasonably concluded that such a [DELETED] rate might be expected given that AMG's G&A costs would not increase substantially, and would now be spread over a very large increase in business volume. *See* Supp. COS/MOL at 60.

Likewise, we are not persuaded that the agency needed to conduct further exploration into the precise mechanics for how AMG formulated its [DELETED] G&A rate. *See* Supp. Comments at 23-25. The record shows that the Army understood that the proposed rates reflected the firm's latest business forecasts, and was comfortable with the precise rates based on AMG's explanation that it would charge only [DELETED] G&A against the contract. AR, Tab 109, AMG VATEP Evaluation Report at 57; Supp. COS/MOL at 60.

While the protester argues that the agency should have conducted a more in-depth assessment by analyzing AMG's [DELETED], and the costs included in the firm's [DELETED], we disagree. *See* Supp. Comments at 24. Instead, we agree with the agency that the information it used provided the agency with a reasonably sufficient understanding of the proposed rates to exercise informed judgment. *See* AR, Tab 109, AMG VATEP Evaluation Report at 62; *see also TFab Mfg., LLC*, B-406698, Aug. 3, 2012, 2013 CPD ¶ 129 at 7 ("An agency's cost realism analysis need not achieve scientific certainty; rather, the methodology employed must be reasonable and realistic

in view of other cost information reasonably available to the agency as of the time of its evaluation."). Accordingly, we deny the protest allegation.[18]

Moreover, the Army points out that, even if it erred when evaluating AMG's proposed G&A rate, Oshkosh suffered no competitive prejudice. Supp. COS/MOL at 63. Competitive prejudice is an essential element of every viable protest and there is no basis for finding prejudice and sustaining a protest where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving award. *Platinum Business Corp.*, B-415584, Jan. 18, 2018, 2018 CPD ¶ 34 at 4. The agency explains that, had it applied AMG's historical G&A rate (which does not account for the large increase in business volume attributable to the JLTV contract), the firm's costs would have increased by only [DELETED].[19] Supp. COS/MOL at 64. Given that AMG was higher rated under the non-price factors and otherwise enjoyed a $795 million price advantage, we agree that the upward adjustment would not significantly improve Oshkosh's competitive position.

Consistency of AMG's Proposal Volumes

Oshkosh argues that the agency unreasonably failed to evaluate whether AMG demonstrated an understanding and ability to perform based on the consistency between its proposed price and technical approach. Oshkosh argues that the agency unreasonably ignored significant financial risk that AMG undertook through its proposed [DELETED], and [DELETED] G&A rate, and that therefore the firm's proposed price was inconsistent with its technical approach.[20] In effect, Oshkosh interprets an RFP paragraph requiring the agency to assess proposals for consistency as requiring the agency to conduct a price realism assessment, and asserts that the agency failed to perform such assessment. The agency responds that the protester's argument should be dismissed because Oshkosh does not identify any inconsistency within AMG's

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[18] Oshkosh argues that AMG should have provided corporate level substantiating information to support its proposed [DELETED] G&A rates. The RFP provides that this requirement pertains only to "cost decrements" involving a "corporate investment or management challenges that may result in the contract being performed at a loss." RFP at 406. Because the agency explains that AMG's proposed G&A rate does not constitute either a "corporate investment" or "management challenge," Supp. COS/MOL at 62-63, we do not find any basis to sustain this allegation.

[19] The agency adopts the estimated [DELETED] upward adjustment from the analysis conducted by the protester's financial analysis expert. Supp. COS/MOL at 64; *see also* Second Comments and Supp. Protest, exh. A, Decl. of Financial Expert at 14 ("If AMG's [DELETED]."). Further, the intervenor's financial analysis expert explains that a more accurate [DELETED] G&A rate (after accounting for the increased business from the JLTV) would be closer to [DELETED], and therefore, a much lower dollar value. Intervenor's Supp. Comments, exh. A, Decl. of Financial Analysis Expert at 5.

[20] As a point of reference, AMG proposed, [DELETED]. AR, Tab 801, AMG VATEP Proposal at 29.

proposal. Supp. COS/MOL at 74. The Army also explains that the RFP did not contemplate a price realism assessment. COS/MOL at 90.

As relevant here, the RFP provided the following:

> Each volume of the [offeror's] proposal shall be consistent with the other proposal volumes and shall demonstrate the understanding and ability to perform according to the statement of work of the contract. The offeror shall provide supporting documentation in sufficient detail to permit a complete evaluation of the proposal. The Government may conduct a crosswalk between the information provided in [offeror's] proposal volumes to assess whether the offeror submits consistent proposal information.

RFP at 421.

When evaluating AMG's VATEP proposal, the Army did not conduct a price realism analysis (*i.e.*, the agency did not assess whether AMG's proposed price demonstrated a clear understanding of the requirement). *See* AR, Tab 109, AMG Evaluation Report at 57-70.

We are not persuaded that the agency improperly failed to conduct a price realism analysis (or a "consistency" analysis) as alleged by the protester. *See* Supp. Comments at 29. Our decisions are clear that, while an agency may conduct a price realism analysis in awarding a fixed-price contract for the limited purpose of assessing whether an offeror's low price reflects poor technical understanding or the heightened risk of unsuccessful performance, offerors must be advised that the agency will conduct such an analysis. *See, e.g.*, *Dust Busters Plus, LLC*, B-419853.7, July 26, 2021, 2021 CPD ¶ 264 at 4. Absent an express price realism provision, we will conclude that a solicitation contemplates a price realism evaluation only where it expressly states that the agency will review prices to determine whether they reflect poor technical competence, *and* where the solicitation states that an offeror's submission may be rejected on the basis of low prices. *Dust Busters Plus, LLC*, *supra*. Without a solicitation provision providing for a price realism evaluation, an agency is neither required nor permitted to conduct such an evaluation when awarding a fixed-price contract. *Id.*

Thus, because the RFP's "consistency" paragraph does not include either an express provision, or an explicit advisement calling for a price realism analysis, we decline to read the RFP as requiring the agency to conduct a price realism evaluation, or that the agency's evaluation was deficient for failing to conduct such analysis. *See C&T Techs.*, B-418313, Mar. 2, 2020, 2020 CPD ¶ 79 at 5 (solicitation's requirement that proposed prices should "reflect a clear understanding of the requirements, and [be] consistent with the quote" required only that offerors maintain consistency between proposal volumes, but neither required nor permitted the agency to conduct a price realism analysis); *Raytheon Co.*, B-417524.2, B-417524.3, Dec. 19, 2020, 2020 CPD ¶ 50

at 3-4 (rejecting protester's argument that solicitation contemplated a price realism analysis where solicitation advised that price volumes must be consistent with technical volumes, and that proposals could be rejected for inconsistencies).

Further, we agree with the agency that the protester did not articulate any actual inconsistency within AMG's proposal, and, therefore, the allegation is legally insufficient. *See* Supp. COS/MOL at 74. Our Bid Protest Regulations require that protests "[s]et forth a detailed statement of the legal and factual grounds of protest," and require a protester "to state sufficient grounds of protest." 4 C.F.R. §§ 21.1(c)(4), (f). These requirements contemplate that a protester will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Kodiak Base Operations Servs., LLC*, B-414966 *et al.*, Oct. 20, 2017, 2017 CPD ¶ 323 at 3. The protester's allegation does not demonstrate that the protester's VATEP proposal and technical proposal are inconsistent. *See* Supp. Comments at 24. Indeed, other than argue that AMG's VATEP proposal represented significant financial risk, the protester does not actually identify any aspect of AMG's technical approach that conflicts with AMG's proposed price. *See id.* Accordingly, we dismiss the protest allegation.

Responsibility Determination

Oshkosh argues that the Army unreasonably determined that AMG was a responsible contractor. According to Oshkosh, the Army ignored the fact that the firm was proposing improbable cost savings and absorbing massive amounts of G&A costs. Additionally, Oshkosh argues that the agency ignored a commercial credit report (*i.e.*, a Moody's report) showing that AMG has high leverage and weak liquidity. *See* Protest at 82-83. The Army counters that the allegation does not meet our threshold for review of challenges to affirmative determinations of responsibility because the submission of a below-cost offer is legally unobjectionable, and that Oshkosh has not provided specific evidence demonstrating criminal or massively scandalous activity undertaken by AMG. COS/MOL at 100-101.

When conducting the responsibility determination, the contracting officer examined several characteristics of AMG's business operations. AR, Tab 795, Responsibility Determination at 1-4. The contracting officer verified AMG's registration in the System for Award Management, and that AMG possesses sufficient financial resources, organizational skills, production and technical facilities, ability to comply with the required performance schedule, and a record of satisfactory performance and business ethics. *Id.* at 1-2. The contracting officer also verified that AMG does not have unpaid tax liability, or was subject to criminal violations. *Id.* at 2. Based on the evaluation, the contracting officer found AMG to be a responsible contractor. *Id.* at 4.

As a general matter, our Office does not review affirmative determinations of responsibility. 4 C.F.R. § 21.5(c); *SaxmanOne, LLC*, *supra* at 7. We will, however, review a challenge to an agency's affirmative responsibility determination where the protester presents specific evidence that the contracting officer may have ignored

information that, by its very nature, would be expected to have a strong bearing on whether the awardee should be found responsible. 4 C.F.R. § 21.5(c); *Southwestern Bell Tel. Co.*, B-292476, Oct. 1, 2003, 2003 CPD ¶ 177 at 8. The information in question must concern very serious matters, for example, potential criminal activity or massive public scandal. *The Logistics Co., Inc.*, B-419932.3, May 26, 2022, 2022 CPD ¶ 133 at 8.

Here, we agree with the agency that AMG's alleged submission of a below-cost offer does not meet our threshold for review. *See Peraton, Inc.*, B-420918.2, B-420918.3, Dec. 8, 2022, 2022 CPD ¶ 311 at 7-8. Indeed, our Office has explained that the submission of a below-cost offer is not in itself legally objectionable, and does not, by itself, cast any doubt upon the reasonableness of the responsibility determination. *Atlantic Maintenance, Inc.*, B-239621, B-239621.2, June 1, 1990, 90-1 CPD ¶ 523 at 1.

Further, we do not consider the commercial credit report, which contains some critical remarks but also positive remarks about AMG's future business, to constitute a serious matter (*i.e.*, potential criminal activity or massive public scandal) that the contracting officer should have more heavily considered. *See* Protest, exh. M, Moody's Report at 2. To the extent the protester simply argues that the agency failed to conduct any responsibility determination, we disagree. The contemporaneous record shows that the contracting officer reviewed AMG's business operations and financial information during her determination. AR, Tab 795, Responsibility Determination at 1-4; COS/MOL at 99. Accordingly, we dismiss this allegation.

Tradeoff Analysis

Finally, Oshkosh argues that the Army did not meaningfully compare the proposals as part of the best-value tradeoff analysis. Protest at 83-84. The Army counters that it reasonably conducted its best-value tradeoff analysis. COS/MOL at 103-104.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Arcticom, LLC*, B-421256, B-421256.2, Dec. 28, 2022, 2023 CPD ¶ 13 at 8. In reviewing an agency's selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria, and applicable procurement states and regulations. *Id.*

On this record, we do not find any basis to object to the selection decision. Our review shows that the SSA thoroughly compared the proposals under each factor. AR, Tab 114, SSDD at 4-41. As an example, under the production process factor, the SSA compared both offerors' proposed processes, identified both proposals as offering extremely similar proposed processes and capabilities under most production process attributes, and, as a result, ultimately concluded that no meaningful difference existed between the firms' proposals. *See id.* at 23. As another example, the SSA compared both offerors' proposed technical enhancements, noted that Oshkosh's proposed

enhancements represented higher risk of unsuccessful performance, and therefore concluded that AMG's proposed enhancements were more advantageous. AR, Tab 114, SSDD at 32-34.

Further, we note that the SSA compared offerors' entire proposals, and concluded that AMG's proposal was more favorable due to the lower risk of unsuccessful performance regarding the proposed technical enhancements, and the 9.7 percent lower VATEP. AR, Tab 114, SSDD at 40. The SSA also specifically noted that, while Oshkosh's proposal contained some advantageous aspects, such favorable features were outweighed by the unique technical advantages and $795 million price advantage of AMG's proposal. *Id.* Thus, we deny the protest allegation because our review confirms that the SSA reasonably compared both offerors' proposed technical features and prices when conducting the tradeoff analysis.

The protest is denied.

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General Counsel