



**DOCUMENT FOR PUBLIC RELEASE**

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

## Decision

**Matter of:** KBR Services, LLC; Vectrus Systems Corporation

**File:** B-422697; B-422697.4; B-422697.8; B-422697.11

**Date:** October 4, 2024

---

Seth H. Locke, Esq., Victor Vogel, Esq., Julia M. Fox, Esq., Miles McCann, Esq., and Jedidiah K. R. Blake, Esq., Perkins Coie LLP, for KBR Services, LLC; and Adam K. Lasky, Esq., Amy C. Hoang, Esq., Sarah E. Barney, Esq., and Erica L. Bakies, Esq., Seyfarth Shaw LLP, for Vectrus Systems Corporation, the protesters. Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., Jeffrey M. Lowry, Esq., and Michael P. Ols, Esq., Vedder Price P.C., for Amentum Parsons Logistics Services LLC, the intervenor. Jonathan A. Hardage, Esq., Debra J. Talley, Esq., George Farley, Esq., and Andrew M. Telschow, Esq. Department of the Army, for the agency. Michelle Litteken, Esq., Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

### DIGEST

1. Protests challenging the agency's evaluation of the awardee's proposal are sustained where the proposal was internally inconsistent with respect to the awardee's compliance with the solicitation's material small business participation requirements, and the agency unreasonably determined that the inconsistencies were resolved without reopening discussions.
  2. Protest challenging the agency's evaluation of a protester's technical proposal is sustained where the agency argues the protester was not competitively prejudiced, and we find the protester demonstrated a reasonable possibility of prejudice.
  3. Protest of the agency's evaluation of the awardee's technical proposal is sustained where the evaluation was inconsistent with the terms of the solicitation.
- 

### DECISION

KBR Services, LLC, of Houston, Texas, and Vectrus Systems Corporation, of Colorado Springs, Colorado, protest the issuance of a task order to Amentum Parsons Logistics

Services LLC (APLS),<sup>1</sup> of Arlington, Virginia, under request for task order proposals (RFTOP) No. W519TC-23-R-0014, issued by the Department of the Army for a contractor to provide Army prepositioned stock (APS) support at locations in Charleston, South Carolina and afloat. Both protesters challenge various aspects of the agency's evaluation of the awardee's proposal, and Vectrus also protests the Army's evaluation of its proposal under the technical/management approach factor.

We sustain the protests.

## BACKGROUND

The Army issued the RFTOP on May 5, 2023, under the agency's Logistics Civil Augmentation Program (LOGCAP) V indefinite-delivery, indefinite-quantity (IDIQ) contract, and pursuant to Federal Acquisition Regulation (FAR) section 16.505 procedures. AR, Tab 3a, Initial RFTOP at 1.<sup>2</sup> The RFTOP contemplated the issuance of four task orders to provide APS support in four geographic regions, with the task orders being simultaneously competed.<sup>3</sup> AR, Tab 3k, RFTOP at 2. The solicitation stated that each of the four task orders would include a 1-year base period, a 1-year option period with two additional 6-month option periods, and an option to extend services for an additional 6 months.<sup>4</sup> *Id.* at 2-3. The instant protests concern the Army's evaluation and source selection decision for the task order to support U.S. Northern Command, referred to as APS-3. *Id.* at 2.

The solicitation established that award would be made on the basis of a best-value tradeoff using the following factors, listed in descending order of importance:

---

<sup>1</sup> APLS is a joint venture comprised of five members: Amentum Services, Inc. (ASI); PAE Applied Technologies, Inc.; PAE Government Services, Inc.; Parsons Government Services, Inc.; and Parsons Government Services International, Inc. Agency Report (AR), Tab 6n, APLS Proposal Introduction at 1. APLS was previously known as PAE-Parsons Global Logistics Services LLC (P2GLS), and in the contemporaneous record, the company is referred to as P2GLS and Amentum. For consistency, we refer to the awardee as APLS here.

The agency provided separate reports responding to KBR's and Vectrus's protests. Citations to documents in the agency report are to identical documents in each report, unless otherwise noted.

<sup>2</sup> The agency issued nine amendments to the solicitation. All citations of the RFTOP in this decision refer to the version of the RFTOP issued with amendment 9 and submitted as tab 3k to the agency reports.

<sup>3</sup> Offerors were not required to submit proposals for all four locations, and the RFTOP stated that the agency would evaluate each proposal separately. RFTOP at 3, 27.

<sup>4</sup> The task orders will include cost-plus-fixed-fee, fixed-price, and non-fee bearing cost contract line item numbers (CLINs). RFTOP at 3.

technical/management approach, past performance, small business participation, and cost/price. RFTOP at 26-27. The RFTOP provided that all factors other than cost/price, when combined, were significantly more important than cost/price. *Id.* at 27.

The technical/management approach factor consisted of three equally weighted subfactors: program management plan, site specific staffing plan, and adjusted labor staffing model (LSM).<sup>5</sup> RFTOP at 30. As relevant here, the solicitation required offerors to submit an adjusted LSM, based on the LSM that each offeror developed for the LOGCAP V IDIQ contract. *Id.* at 10, 30. The RFTOP provided that the Army would evaluate the feasibility and confidence in the adjusted LSM to meet the task order requirements. *Id.* at 30. The RFTOP set forth criteria for each subfactor, and it provided that the Army would assign adjectival ratings under each subfactor and a combined factor-level adjectival rating. *Id.* at 30-32. The RFTOP stated that the agency would use the following adjectival ratings in the technical/management approach evaluation: outstanding, good, acceptable, marginal, and unacceptable.<sup>6</sup> *Id.* at 29-30.

For the past performance factor, the RFTOP established that the agency would assess relevancy using three equally weighted subfactors (supply, maintenance, and transportation), and assign each proposal one of the following overall integrated past performance ratings: substantial confidence, satisfactory confidence, neutral confidence, limited confidence, and no confidence. RFTOP at 37.

Pertinent here, as part of the small business participation proposal, offerors were required to submit a small business participation commitment document. RFTOP at 16. To be rated as acceptable under the small business participation factor, the offeror's proposal needed to meet or exceed the small business subcontracting goals. *Id.* at 39. For APS-3, the goals included subcontracting 15 percent of the value of the task order

---

<sup>5</sup> In the procurement for the underlying LOGCAP V IDIQ contract, offerors were required to include an LSM in their proposals. Of some relevance, here, as discussed in a decision issued in connection with the award of those contracts, each offeror's LSM essentially is a mechanism designed to predict and track the cost associated with performance of the solicited requirements, assuming certain broad, performance-based parameters and assumptions. *DynCorp Int'l, LLC*, B-417506, B-417506.10, July 31, 2019, 2019 CPD ¶ 338 at 6. Each LSM is intended to be consistent, scalable, and adjustable. *Id.* at 7.

<sup>6</sup> The RFTOP defined a good rating as "Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate," and it defined an acceptable rating as "Proposal demonstrates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate." RFTOP at 30. As also relevant here, the RFTOP provided that a strength was "an aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance." *Id.* at 28.

to small businesses.<sup>7</sup> *Id.* The solicitation stated that a proposal must be rated as acceptable under the small business participation factor to be eligible for award. *Id.*

As also relevant here, for the cost/price factor, the RFTOP required the offeror to submit a cost/price proposal that included subcontractor costs. RFTOP at 21-23. The required subcontractor cost information varied depending on subcontract type. For example, the solicitation stated that if a subcontractor would support cost CLINs under a fixed-price subcontract, the offeror was required to provide a detailed price proposal showing the subcontractor's proposed labor categories, labor hours, proposed full-time equivalents, and proposed fixed prices. *Id.* at 21.

The agency received proposals from four offerors, including KBR, Vectrus, and APLS. KBR Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 22; Vectrus COS/MOL at 20. The Army evaluated initial proposals, established a competitive range with the four offerors, opened discussions, conducted multiple rounds of discussions, and asked the offerors to submit final proposal revisions by January 31, 2024. KBR COS/MOL at 22-23; Vectrus COS/MOL at 20-21.

In the course of evaluating APLS's final proposal revisions, the Army identified contradictory language in APLS's proposal with respect to its proposed small business subcontracting. KBR AR, Tab 62, Clarification Request at 1; Vectrus AR, Tab 73, Clarification Request at 1. Namely, although APLS stated that it would meet the small business subcontracting goals in its small business participation proposal, its technical proposal stated that APLS would self-perform all of the task order requirements. KBR AR, Tab 62, Clarification Request at 1; Vectrus AR, Tab 73, Clarification Request at 1. Further, consistent with APLS's proposed self-performance, APLS's cost/price proposal did not include any subcontractor cost or price information, and it listed all personnel as APLS employees. AR, Tab 6p, APLS Cost/Price Proposal at NORTHCOM APS-3 Cost-Build Worksheet.

After identifying this inconsistency, the contracting officer emailed APLS and wrote: "Because of these contradictions, the [agency] wants to confirm that it is [APLS's] intent to use small businesses in accordance with its small business participation proposal. Is that correct? Please respond with a yes or no..." KBR AR, Tab 62, Clarification Request at 1; Vectrus AR, Tab 73, Clarification Request at 1. The agency added that it would not accept additional language or documents. APLS responded that it intended to utilize small businesses in accordance with its small business participation proposal, but pursuant to the Army's limitation, it did not revise its technical or cost/price

---

<sup>7</sup> In addition to the 15 percent small business subcontracting goal, the RFTOP established subcontract goals for five socioeconomic program categories. RFTOP at 38. For example, the goal for woman-owned small business subcontracting was three percent of the task order value. *Id.* The RFTOP provided that to be rated as acceptable under the small business participation subfactor, the offeror's proposal must meet or exceed the goal for each socioeconomic program--or provide a reasonable rationale as to why the goal could not be met. *Id.* at 39.

proposals. KBR AR, Tab 62, Clarification Request at 1; Vectrus AR, Tab 73, Clarification Request at 1.

Subsequently, the agency prepared a supplemental pricing support memorandum. AR, Tab 34b, Supp. Pricing Memo. In the memorandum, the agency referenced the contradiction in APLS’s proposal concerning small business subcontracting and stated:

Since the Small Business Participation is a contract requirement that is reflected in the Small Business volume but not reflected in [APLS’s] Cost/Price proposal cost elements, the [contracting officer] identified this as a potential risk and requested the pricing department’s assistance to quantify [APLS’s] Small Business Participation and corresponding commitment requirement. The [contracting officer] requested that [APLS’s] Cost/Price proposal is adjusted from reflecting “self-performance” to reflect that of [APLS’s] Small Business Participation commitment.

*Id.* at 3. In short, the agency adjusted APLS’s cost/price proposal in an attempt to eliminate the inconsistency and provide the missing information.<sup>8</sup>

The agency summarized its evaluation of KBR’s, Vectrus’s, and APLS’s proposals as follows:

	KBR	Vectrus	APLS
<b>Technical/Management Approach</b>	Good	Acceptable	Good
<b>Program Management Plan</b>	Good	Acceptable	Good
<b>Site-Specific Staffing Plan</b>	Good	Acceptable	Good
<b>Adjusted LSM</b>	Acceptable	Acceptable	Acceptable
<b>Past Performance</b>	Satisfactory	Satisfactory	Satisfactory
<b>Small Business Participation</b>	Acceptable	Acceptable	Acceptable
<b>Cost/Price</b>	\$129,005,413	\$121,315,493	\$75,232,607 <sup>9</sup>

AR, Tab 39, Brief to Source Selection Authority (SSA) at 11.

<sup>8</sup> The Army viewed the inconsistency in APLS’s proposal as a “potential risk,” and created a risk-adjusted price by adding 15 percent of APLS’s total proposed cost/price to APLS’s proposed cost/price, to reflect the percentage of the total task order value APLS stated that it would subcontract to small businesses in its small business participation proposal (which was the amount required by the RFTOP). AR, Tab 34b, Supp. Pricing Memo at 3.

<sup>9</sup> This number does not include the 15 percent risk adjustment that the agency added, as discussed above. The risk-adjusted price was \$86,517,498. AR, Tab 34b, Supp. Pricing Memo at 3.

The SSA reviewed the evaluators' findings, including the findings regarding the internal inconsistency in APLS's proposal concerning the use of small business subcontractors. AR, Tab 40, Source Selection Decision Document (SSDD) at 14. Specifically, the SSA stated: "While conducting a review of [APLS's] price, it was discovered that there was a contradiction in [APLS's] proposal. There were no subcontractors proposed in the technical or cost volume and it was stated that [APLS] would 'self-perform' the work for the APS-3 effort." *Id.* The SSA then referenced the clarification question sent to APLS and its response, and the SSA stated that he concurred with rating APLS's proposal as acceptable under the small business participation factor. *Id.* The SSA also referenced the risk-adjusted price, intended to show APLS's price if it met the 15 percent subcontracting requirement. *Id.* at 17.

After discussing the findings for each proposal under the evaluation factors, the SSA stated that he found that there were "no meaningful distinctions" between the technical proposals submitted by APLS and KBR.<sup>10</sup> AR, Tab 40, SSDD at 18. The SSA stated because the proposals submitted by KBR and APLS were equally rated, cost/price became the controlling factor, and APLS's proposal therefore offered the best value to the agency. *Id.* at 19.

The Army issued the task order to APLS and, following debriefings, KBR and Vectrus filed these protests.<sup>11</sup>

## DISCUSSION

KBR and Vectrus challenge various aspects of the Army's evaluation of APLS's proposal, and Vectrus also protests the agency's evaluation of its own proposal under the technical/management approach factor. Many of the protesters' allegations focus on the Army's consideration of the contradictions in APLS's proposal. As discussed below, we find the Army's evaluation of the inconsistencies in APLS's proposal unreasonable, and we sustain the protests on that basis. We also sustain Vectrus's protest of the agency's evaluation of Vectrus's technical proposal, as well as KBR's protest of the Army's evaluation of APLS's proposal under the technical/management approach factor. While we do not discuss all of the protesters' remaining allegations,

---

<sup>10</sup> The SSA also found that the proposals of KBR, Vectrus, and APLS were rated equally under the past performance factor because all three offerors experienced performance problems that necessitated corrective action plans, and those corrective action plans ultimately resolved the performance issues. AR, Tab 40, SSDD at 18.

<sup>11</sup> The value of the protested task order exceeds \$25 million. Accordingly, this protest is within our jurisdiction to hear protests of task orders placed under defense agency IDIQ contracts. 10 U.S.C. § 3406(f)(1)(B).

we have considered them all and find none provides any additional basis to sustain the protests.<sup>12</sup>

At the outset, we note that in reviewing protests of the issuance of a task order, our Office will not reevaluate proposals, but will examine the record to determine whether the evaluation and source selection decision were reasonable and consistent with the solicitation and applicable procurement law and regulation. *Ohio KePRO, Inc.*, B-417836, B-417836.2, Nov. 18, 2019, 2020 CPD ¶ 47 at 4. We will question an agency's conclusions where they are inconsistent with the solicitation's evaluation criteria, undocumented, or not reasonably based. *Peraton, Inc.*, B-417358, B-417358.2, June 11, 2019, 2019 CPD ¶ 216 at 6-7.

### Consideration of the Inconsistencies in APLS's Proposal

The protesters assert that the Army's attempt to resolve the inconsistencies in APLS's proposal without reopening discussions was improper and unreasonable. As discussed below, we agree that the agency's evaluation under the small business participation factor and the cost/price factor failed to resolve the flaws in APLS's proposal.

#### Acceptability under the Small Business Participation Factor

First, the protesters argue that APLS's proposal should have been rated as unacceptable under the small business participation factor because, although APLS

---

<sup>12</sup> For example, both protesters argue that it was unreasonable for the agency to assign APLS's proposal a rating of satisfactory confidence under the past performance factor because APLS has a record of poor performance as the incumbent on two LOGCAP task orders for similar work. KBR Protest at 24-26; Vectrus Protest at 32-33. An agency's evaluation of past performance is a matter within the agency's discretion and, by its very nature, is subjective; GAO will not substitute its judgment for reasonably based evaluation ratings. An offeror's disagreement with an agency's evaluation judgments, without more, does not demonstrate that those judgments are unreasonable. *Janus Global Operations, LLC*, B-418980 *et al.*, Nov. 10, 2020, 2020 CPD ¶ 377 at 14.

In assessing past performance, it is proper for the agency's evaluation to reflect the totality of an offeror's prior contract performance, and in appropriate circumstances, an agency may reasonably assign a satisfactory rating to a proposal despite the fact that portions of the offeror's prior performance have been unsatisfactory. *Id.* Here, the record demonstrates that the agency considered the totality of APLS's past performance, including positive and negative information, and reasonably assigned a rating of satisfactory confidence. AR, Tab 38, Source Selection Evaluation Board Report at 18-19. For example, although APLS had received two ratings of marginal in a Contractor Performance Assessment Report System report, APLS had been issued the follow-on task order for that requirement. *Id.* at 18. On this record, we conclude that the agency's evaluation of the awardee's past performance was unobjectionable.

represented that it would meet the small business subcontracting requirements in its small business participation proposal, information in APLS's technical proposal and cost/price proposal stated that APLS would self-perform all of the work, indicating that it would not meet the mandatory small business participation goals. KBR Comments & Supp. Protest at 9-10; Vectrus Comments & Supp. Protest at 6-8. The agency responds that the contradiction was resolved through the request for clarification in which the Army asked APLS if it intended to use small business subcontractors in accordance with its small business participation proposal. KBR Supp. COS/MOL at 5-6; Vectrus Supp. COS/MOL at 7-8.

As a general matter, in evaluating proposals, an agency may reasonably accept as accurate information provided by an offeror in its proposal. *FEDSYNC BEI, LLC*, B-417492, B-417492.2, July 23, 2019, 2019 CPD ¶ 303 at 7. Nonetheless, an agency may not accept proposal representations at face value where there is significant countervailing evidence reasonably known to the agency evaluators that should create doubt as to whether the representations are accurate. *Id.* at 7-8; see also *Alpha Marine Servs., LLC*, B-292511.4, B-292511.5, Mar. 22, 2004, 2004 CPD ¶ 88 at 4. Further, it is a fundamental principle that a proposal that fails to conform to a material solicitation requirement is technically unacceptable and cannot form the basis of award. *Global Patent Sols., LLC*, B-421602.2, B-421602.3, Feb. 23, 2024, 2024 CPD ¶ 58 at 7.

Here, APLS's technical proposal and cost/price proposal represented that APLS would self-perform the task order requirements. AR, Tab 6d, APLS Technical Proposal at 1; AR, Tab 6p, APLS Cost/Price Proposal. These aspects of APLS's proposal were inconsistent with APLS's small business participation proposal, where APLS stated it would subcontract 15 percent of the value of the task order to small businesses, AR, Tab 6k, APLS Small Business Participation Proposal at 1, and noncompliant with the RFTOP's requirement to meet or exceed the 15 percent goal. RFTOP at 39. After the agency closed discussions, the Army identified this contradiction and asked APLS to confirm that it intended to use small business subcontractors in accordance with the firm's small business participation proposal. KBR AR, Tab 62, Clarification Request at 1; Vectrus AR, Tab 73, Clarification Request at 1; KBR Supp. COS/MOL at 4; Vectrus Supp. COS/MOL at 7. APLS responded affirmatively, but it made no revisions to its technical or cost/price proposals to reflect any small business subcontracting. Nonetheless, the agency determined that APLS's proposal warranted a final rating of acceptable under the small business participation factor. AR, Tab 40, SSDD at 14.

It is undisputed that APLS's proposal was internally inconsistent with respect to the firm's use of small business subcontractors.<sup>13</sup> KBR Supp. Comments at 11; Vectrus

---

<sup>13</sup> We note that although the contemporaneous evaluation documents identify the contradiction in APLS's proposal (AR, Tab 34b, Supp. Pricing Memo at 3-4; AR, Tab 40 SSDD at 14) and the agency acknowledges the existence of the contradiction in its post-protest arguments (see KBR Supp. COS/MOL at 5-7; Vectrus Supp. COS/MOL at 7-8), in a statement submitted to our Office responding to the protest allegations, the  
(continued...)



Supp. Comments at 7; KBR Supp. COS/MOL at 5-7; Vectrus Supp. COS/MOL at 7-8. The dispute here centers on the question of whether the contradiction could be resolved through the Army's request for clarification.

Here, we find that the Army's email exchange with APLS did not resolve the contradiction because, notwithstanding APLS's statement that it would meet the small business subcontracting requirements, its technical proposal and cost proposal remained unchanged and continued to reflect APLS's intent to self-perform the task order. To resolve the inconsistency, and to make its proposal compliant with the terms of the solicitation, APLS would have needed to revise the other aspects of its proposal to reflect the use of small business subcontractors; in other words, the agency would have needed to engage in discussions.<sup>14</sup> See FAR 15.306(d). However, the agency foreclosed that possibility in its request for clarification when the agency told APLS that nothing other than a yes or no response would be accepted. KBR AR, Tab 62, Clarification Request at 1; Vectrus AR, Tab 73, Clarification Request at 1. As a result, the contradiction remained after APLS responded to the clarification request. APLS's technical proposal and cost proposal still represented that APLS would self-perform the task order.

Given the significant countervailing evidence in APLS's proposal, it was unreasonable for the agency to accept APLS's representation that it would comply with the small business subcontracting requirements. *Innovative Mgmt. & Tech. Approaches, Inc.*, B-418823.3, B-418823.4, Jan. 8, 2021, 2021 CPD ¶ 18 at 8 (an agency may not accept at face value a promise to meet a material requirement where there is significant countervailing evidence reasonably known to the agency evaluators that should create doubt about whether the offeror will or can comply with that requirement.). Accordingly,

---

SSA states he did not view APLS's proposal as having an inconsistency. KBR AR, Tab 59, SSA Response; Vectrus AR, Tab 74, SSA Response. We reject the SSA's *post hoc* assertions as inconsistent with the contemporaneous record, where the SSA expressly acknowledged the existence of the contradiction. AR, Tab 40, SSDD at 14 ("While conducting a review of [APLS's] price, it was discovered that there was a contradiction in [APLS's] proposal."). See *Insight Tech. Sols., Inc.*, B-420133.2 *et al.*, Dec. 20, 2021, 2022 CPD ¶ 13 at 12 ("[W]e give little weight to *post hoc* statements that are inconsistent with the contemporaneous record.").

<sup>14</sup> We note that while FAR part 15 regulations concerning discussions do not, as a general rule, govern task and delivery order competitions conducted under part 16, our decisions use the requirements under part 15 as a guide when considering the fairness of communications under part 16. *Kratos Defense & Rocket Support Servs., Inc.*, B-418172.2, Jan. 26, 2021, 2021 CPD ¶ 37 at 6 n.6. Under this framework, the internal inconsistency in APLS's proposal could not have been resolved through clarifications, as clarifications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or otherwise revise the proposal. *LINTECH, LLC*, B-409089, B-409089.2, Jan. 22, 2014, 2014 CPD ¶ 38 at 8; *FPM Remediations, Inc.*, B-407933.2, Apr. 22, 2013, 2013 CPD ¶ 107 at 4.

it was unreasonable to rate APLS's proposal as acceptable under the small business participation factor, and we sustain the protesters' allegations.<sup>15</sup>

#### Agency's Attempt to Reconcile the Inconsistency in APLS's Cost/Price Proposal

The protesters also assert that the agency's additions to APLS's cost/price proposal--which failed to present subcontractor cost/price information as required by the RFTOP--was unreasonable. In this context, the protesters elaborate that the Army's calculation of a risk-adjusted price to provide the required proposal information--rather than reopening discussions--was unreasonable. KBR Comments & Supp. Protest at 17-18; Vectrus Supp. Comments at 15-17. The Army responds that it reasonably addressed the internal inconsistency in APLS's proposal by creating the risk-adjusted price. Vectrus Supp. COS/MOL at 8-9.

We agree with the protesters that APLS's proposal did not include the information required by the RFTOP; APLS's cost/price proposal was inconsistent with the firm's small business participation proposal; and the Army was not permitted to create on its own the required information that APLS did not provide. Here, the solicitation required offerors to include subcontractor cost/price information in the proposal--regardless of subcontract type. RFTOP at 21-23. The agency recognized that APLS failed to provide the required information, as its cost/price proposal did not include *any* subcontractor cost/price information. Accordingly, as submitted, APLS's proposal did not comply with the requirements of the RFTOP and could only be cured through discussions and the submission of a revised proposal. *LINTECH, LLC; FPM Remediations, Inc., supra*.

Instead of reopening discussions to obtain the required information, however, the Army assumed that subcontractors would use the same approach and rates as APLS had listed for self-performance. KBR AR, Tab 59, SSA Response at 1 ("I have no reason to believe that a subcontractor's approach and rates would be dissimilar to APLS'--*if and when*--APLS would subcontract the level of effort proposed"); Vectrus AR, Tab 74, SSA Response at 1 (same). The Army created a risk-adjusted price using those assumptions, and it relied on the risk-adjusted price in rating APLS's proposal as eligible for award. AR, Tab 40, SSDD at 14, 17.

We do not view the agency's creation of a risk-adjusted price as an appropriate resolution of the contradictions within APLS's proposal. Rather, by creating a risk-

---

<sup>15</sup> As noted above, in addition to the 15 percent small business subcontracting goal, the RFTOP established goals for five socioeconomic program categories, and it provided that to be rated as acceptable under the small business participation factor, an offeror must meet all of the goals or provide an explanation as to why a given goal could not be met. RFTOP at 38-39. In their submissions to our Office, the parties focus on whether APLS's proposal satisfied the 15 percent requirement. For the reasons discussed herein, namely, that APLS proposed to self-perform all of the task order requirements, we find the Army's conclusion that APLS's proposal met the subcontracting goals for the five socioeconomic program categories was also unreasonable.

adjusted price, the agency effectively recognized that APLS's proposal lacked any subcontractor cost/pricing information, which was specifically required by the RFTOP. RFTOP at 21-23. Given the significant countervailing evidence in APLS's proposal concerning small business subcontracting--and APLS's failure to include any subcontractor cost/price information in its proposal--it was unreasonable for the Army to attempt to cure APLS's incomplete, and consequently unacceptable, proposal through the creation of a risk-adjusted price. *LINTECH, LLC; FPM Remediations, Inc., supra*. Accordingly, we sustain the allegations.

### Evaluation of Vectrus's Technical Proposal

Additionally, Vectrus challenges the agency's evaluation of Vectrus's technical proposal, arguing that the Army failed to identify four specific strengths in its proposal.<sup>16</sup> Vectrus Protest 48-49. For each allegedly overlooked strength, Vectrus discusses, with particularity, the relevant portion of its proposal, the RFTOP requirement that its approach exceeded, and the benefits provided to the agency.<sup>17</sup> In responding to the protest, the Army did not address the substance of the allegations; rather, the Army asserts that the rating assigned under the technical and management approach factor was based on the following three elements: (1) the proposal's approach and understanding of the requirements, (2) the proposal's strengths and weaknesses, and (3) the risk of unsuccessful performance. Vectrus COS/MOL at 54 (citing RFTOP at 30). The agency states because the protester has challenged the evaluation of only the second element--the number of strengths and weaknesses--and the protester's proposal did not satisfy the criteria for a higher rating under the other two elements, increasing the number of strengths or significant strengths in Vectrus's proposal would not have changed the rating assigned under the technical and management approach factor, and therefore Vectrus was not prejudiced. *Id.* at 55-56.

---

<sup>16</sup> Vectrus also contends that the Army's evaluation of its technical proposal was unreasonable because the agency assigned strengths to the proposals of other unsuccessful offerors and failed to assign strengths to Vectrus's proposal when the protester asserts its proposal featured the same positive aspects. Vectrus Comments & Supp. Protest at 52, 57. As Vectrus acknowledges, however, our Office has recognized that generally no competitive prejudice can flow from alleged disparate treatment with respect to other unsuccessful offerors. Vectrus Supp. Comments at 31-33; see also *Operations Servs., Inc.*, B-420226, Jan. 4, 2022, 2022 CPD ¶ 21 at 5 n.4. Competitive prejudice is an essential element of any viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even if a protester may have shown that an agency's actions arguably were improper. *Operations Servs., supra*. Accordingly, Vectrus's challenges in this regard lack merit.

<sup>17</sup> For example, Vectrus explains that the RFTOP required offerors to detail how they would "respond to repair parts unavailability," and it points to information in its proposal discussing how Vectrus would [REDACTED]. Vectrus Protest at 49-50 (citing RFTOP at 7 and AR, Tab 7d, Vectrus Technical Proposal at 1).

We sustain Vectrus's protest because the agency has not offered any explanation or documentation--contemporaneous or otherwise--to demonstrate that the evaluation of Vectrus's technical proposal was reasonable and consistent with the evaluation criteria. We also conclude that Vectrus has established a reasonable possibility of competitive prejudice.

Where a protester raises a challenge regarding an alleged failure to properly assess strengths, an agency has an obligation to provide a responsive explanation to the allegations. *Tech Marine Bus., Inc.*, B-420872 *et al.*, Oct. 14, 2022, 2022 CPD ¶ 260 at 6; see also *ITility, LLC*, B-421871.3, B-421871.4, May 3, 2024, 2024 CPD ¶ 102 at 5 (where an agency does not substantively respond to a protest allegation and does not contest the merits, we view the agency as having effectively conceded that the arguments have merit); *TriCenturion, Inc.*; *Safeguard Servs., LLC*, B-406032 *et al.*, Jan. 25, 2012, 2012 CPD ¶ 52 at 17 (same); cf. *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 7-8 (finding the statements from the evaluators and contracting officer responding to the protester's arguments demonstrated the reasonableness of the agency's decision not to assign the challenged strengths). An agency's evaluation of proposals, source selection decision, or post-protest explanations should be in sufficient detail to allow for the review of the merits of a protest. *Tech Marine, supra*.

Here, the agency provides no explanation--contemporaneous or otherwise--to support the reasonableness of its evaluation of Vectrus's proposal. The agency does not rebut the substance of the detailed discussion in Vectrus's protest or address why the four aspects of Vectrus's proposal did not warrant strengths. Instead, the Army broadly asserts that identifying additional strengths or significant strengths would not change the adjectival rating assigned to the protester's proposal. Vectrus COS/MOL at 55. Because the agency's sole defense is its assertion that Vectrus cannot establish that it was prejudiced by the alleged errors, our resolution of the protester's allegations necessarily turns on the resolution of that question. As discussed below, we are not persuaded by the Army's argument that Vectrus cannot establish a reasonable possibility that it was prejudiced by the alleged evaluation errors.

As a general matter, our Office resolves any doubts regarding prejudice in favor of a protester. *ITility, LLC, supra* at 9. Here, we cannot conclude that the identification of additional strengths or significant strengths in Vectrus's proposal would have had no effect on the adjectival rating assigned. As the agency states, the adjectival rating was based on three elements--with the number of strengths and weaknesses identified being one of the elements. RFTOP at 30. The number of strengths identified in a proposal is directly related to the other two elements--approach and understanding, and risk of unsuccessful performance. Accordingly, as the protester asserts, there is a reasonable possibility that a proposal with more strengths would also be found to demonstrate a "thorough approach and understanding of the requirements" and a low-to-moderate risk of unsuccessful performance--as required for a rating of good. Vectrus Comments and Supp. Protest at 50; RFTOP at 30.

Since APLS's proposal was ineligible for award for the reasons discussed above, and Vectrus proposed a lower cost/price than KBR, any change in competitive standing could be meaningful here. If Vectrus's proposal were to be rated as good under the technical/management approach factor, its proposal would have the same adjectival ratings as KBR's proposal, with a lower proposed cost/price than KBR. AR, Tab 39, Brief to SSA at 11. In such a scenario, there is a reasonable possibility that Vectrus's proposal would have been selected for award. As such, we reject the Army's argument that Vectrus cannot establish prejudice. For these reasons, we conclude that Vectrus has established a reasonable likelihood of competitive prejudice, and this protest ground is sustained. *Meridian Knowledge Sols., LLC*, B-420150 *et al.*, Dec. 13, 2021, 2021 CPD ¶ 388 at 6-7.

#### Evaluation of APLS's Adjusted LSM

KBR alleges that the Army failed to evaluate APLS's adjusted LSM in accordance with the solicitation. KBR Supp. Comments at 18. As noted above, the adjusted LSM was a technical/management approach subfactor. Offerors developed an LSM in the procurement for the LOGCAP V IDIQ contract, and in this procurement, the RFTOP required offerors to submit an adjusted LSM to meet the task order requirements. RFTOP at 10, 30. With respect to the evaluation of the adjusted LSM, the RFTOP provided:

The Government will evaluate the feasibility and confidence in the Offerors' Adjusted Labor Staffing Model to predict labor staffing mix, types, and quantities (troop to task) to meet the activated service requirements identified through the RFTOP, the [performance work statement (PWS)], and the associated [technical data packages], identified in Exhibits B (PWS) and C [ ]. The model will be evaluated for consistency, scalability, and adjustability across the aforementioned broad range of requirements. The confidence evaluation will consider the quality and soundness of the supporting rationale for adjustments made to its competitive [LOGCAP V IDIQ contract] LSM.

*Id.* at 32.

In this regard, KBR argues that the RFTOP required the agency to evaluate both the unadjusted as well as adjusted aspects of an offeror's LSM--and not assess only the adjustments that an offeror made. KBR argues that if the Army had performed the required analysis, the agency would have found APLS's proposed hours unrealistic. KBR Supp. Comments at 18; KBR Supp. Resp. at 5-8. For example, KBR points out that APLS proposed [REDACTED] hours for PWS section 6.01.05 while KBR proposed [REDACTED] hours for the same task. KBR Supp. Resp. at 6. The Army responds that it was evaluating APLS's adjusted LSM in accordance with the RFTOP when it considered only the aspects that were changed from the LSM provided to perform the LOGCAP V contract. Agency Supp. Resp. at 6. Thus, the resolution of this protest allegation turns on the question of whether the RFTOP required the agency to evaluate

an offeror's LSM as a whole (*i.e.*, the adjusted and unadjusted aspects) or evaluate only the aspects of the LSM that were adjusted.

When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Constructure-Trison JV, LLC*, B-416741.2, Nov. 21, 2018, 2018 CPD ¶ 397 at 3. We begin our review of a dispute concerning the meaning of a solicitation term by examining the plain language. *Bluehorse Corp.*, B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5.

Here, we find the Army's interpretation of the solicitation as requiring the agency to consider only the adjustments made to the offeror's LSM is not reasonable. The RFTOP stated: "The Government will evaluate the feasibility and confidence in the Offerors' Adjusted Labor Staffing Model to predict labor staffing mix, types, and quantities (troop to task) to meet [the task order requirements]." RFTOP at 32. In other words, the RFP provided that the agency would evaluate the feasibility and confidence of the adjusted model--not only the adjustments made to the LSM. The Army's interpretation narrowly focuses on the final sentence of the paragraph--referring to evaluating the supporting rationale for adjustments made--and it disregards the first sentence of the paragraph, which contemplated assessing the model as a whole. Agency Supp. Resp. at 6.

Under the agency's interpretation, if an offeror did not change any aspect of its LSM, then the agency would not have been required to consider any aspect of the offeror's LSM in this procurement. It is unclear how the agency could determine the feasibility and confidence in the offeror's LSM to predict staffing to meet the task order requirements absent an evaluation of the LSM--adjusted or unadjusted. As KBR states, the RFTOP's emphasis on considering the rationale for adjustments made did not negate the other language in the RFTOP that contemplates evaluating the feasibility and confidence of the LSM in its entirety. KBR Supp. Resp. at 5-6. In sum, the agency's interpretation fails to read the RFTOP as a whole and give meaning to all of the provisions, and for this reason, we find it unreasonable.

The record shows that when the agency evaluated the offerors' adjusted LSMs, the agency noted whether any adjustments were made, and then reviewed the explanation provided by the offeror. KBR AR, Tab 72, LSM Evaluation; Agency Supp. Resp. at 3. It is undisputed that if an offeror did not change a given aspect of its LSM, the Army did not reconsider that aspect of the LSM. Agency Supp. Resp. at 6; KBR Supp. Resp. at 5; APLS Supp. Resp. at 3. Because the agency limited its evaluation to assessing the adjusted aspects of the offeror's LSM, the evaluation was inconsistent with the terms of the RFTOP, and we sustain KBR's protest of this aspect of the agency's evaluation.

## RECOMMENDATION

In light of the agency's improper issuance of a task order to APLS on the basis of a proposal that failed to meet a material solicitation requirement, we recommend that the agency evaluate the offerors' proposals consistent with the solicitation and this decision to include reopening discussions and soliciting revised proposals as appropriate and make a new source selection decision. If APLS is not selected for award as part of the new source selection decision, we recommend that the agency terminate APLS's task order for the convenience of the government. In addition, we recommend that the protesters be reimbursed their costs of filing and pursuing the protests, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protesters should submit their claims for such costs, detailing and certifying the time expended and costs incurred, with the contracting agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protests are sustained.

Edda Emmanuelli Perez  
General Counsel