



**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:** L3Harris Technologies Integrated Systems L.P.

**File:** B-422943; B-422943.2

**Date:** December 23, 2024

---

Craig A. Holman, Esq., Kara L. Daniels, Esq., Thomas A. Pettit, Esq., and Nicole Williamson, Esq., Arnold & Porter Kaye Scholar LLP, for the protester.  
Marques O. Peterson, Esq., J. Matthew Carter, Esq., Dinesh C. Dharmadasa, Esq., and Aleksey R. Dabbs, Esq., Pillsbury Winthrop Shaw Pittman LLP, for Sierra Nevada Company, LLC, the intervenor.  
Debra J. Talley, Esq., and Christopher C. Schwan, Esq., Department of the Army, for the agency.  
Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

### DIGEST

1. Protest challenging agency's evaluation of protester's proposal as technically unacceptable is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protest that agency disparately evaluated proposals is denied where the record shows that the differences in the evaluation arose from differences in the respective proposals.
  3. Protest arguing that awardee was ineligible for award because the awardee submitted its proposal under its corporate entity name after it had converted to a limited liability company is denied where the record shows that the awardee effectuated its conversion and name change in accordance with applicable laws and regulations.
  4. Protester that was properly evaluated as technically unacceptable and would therefore not be eligible for award is not an interested party to raise other challenges to agency's evaluation and award decision.
- 

### DECISION

L3Harris Technologies Integrated Systems L.P., of Greenville, Texas, protests the award of a contract to Sierra Nevada Corporation (SNC), of Sparks, Nevada, under

request for proposals (RFP) No. W58SFN-23-R-0060, issued by the Department of the Army for an integrated intelligence, surveillance, and reconnaissance aircraft system. The protester challenges multiple aspects of the agency's evaluation of proposals, including the evaluation of the protester's own proposal as technically unacceptable. The protester also alleges that SNC was ineligible for award because SNC submitted its proposal under its corporate entity name after it had converted to a limited liability company.<sup>1</sup>

We deny the protest in part and dismiss it in part.

## BACKGROUND

The Army issued the solicitation on September 5, 2023, pursuant to Federal Acquisition Regulation (FAR) part 15, seeking proposals to provide integration, testing, validation, production, and initial operation of High Accuracy Detection and Exploitation Systems (HADES) for government-furnished aerial-intelligence, surveillance, and reconnaissance aircraft. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 4-6; Agency Report (AR), Tab 4, Performance Work Statement (PWS) at 4; AR, Tab 3, RFP amend. 2 at 1-2.<sup>2</sup> The solicitation contemplated the award of an indefinite-delivery, indefinite-quantity contract, with a 5-year base ordering period and seven 1-year option periods. RFP at 2. The contract would include fixed-price, cost-plus-fixed-fee, cost-plus-incentive-fee, and cost-no-fee contract line items, with a minimum ordering quantity of one integrated aircraft and a maximum ordering quantity of 14 integrated aircraft, for an estimated total contract value of \$991,278,818. *Id.*

The RFP provided for a phased evaluation, where offerors were to submit required security information in phase one, which would be evaluated as acceptable or unacceptable under an "entry gate criteria" to "assess respondents' potential to comply with the security requirements." *Id.* at 136. Under this first phase, the agency was to review the offeror's top secret facility clearance and its ability to provide enough employees with personnel security clearances at the top secret and secret levels, as well as the ability to obtain specified network accounts. *Id.* Only those offerors whose phase one proposals were found to be acceptable would be invited to submit their proposals for the second phase. *Id.*

Under the second phase, offerors were to submit their proposals in multiple volumes per the RFP instructions, addressing all evaluation factors and subfactors. The solicitation

---

<sup>1</sup> As discussed below, the awardee submitted its proposal as Sierra Nevada Corporation while its name change request to Sierra Nevada Company, LLC was pending approval. In this decision, for ease of reference, we use "SNC" to refer to Sierra Nevada Corporation, and the full name of "Sierra Nevada Company, LLC" when referring to the limited liability company.

<sup>2</sup> The solicitation was amended twice. Citations to the RFP are to the second amended solicitation provided by the agency at tab 3 of its report. Citations to page numbers are to the Adobe PDF pagination of documents.

advised that award would be made to the offeror whose proposal represented the best overall value to the government, considering three evaluation factors in phase two: (1) technical; (2) cost/price; and (3) small business participation. *Id.* at 136-138. The technical factor was significantly more important than price, and price was significantly more important than small business participation. *Id.* at 138. The RFP advised that, to be considered for award, “a rating of no less than ‘Acceptable’ must be achieved for the Technical Factor and the Small Business Participation factor.” *Id.*

The technical factor was comprised of the following four subfactors, listed in descending order of importance: (A) design and integration approach; (B) certification approach; (C) modular open system approach; and (D) maintenance and operations approach. *Id.* at 138. Each technical subfactor was assigned an adjectival rating and “the culmination of the subfactor ratings . . . form the overall [t]echnical [f]actor rating.”<sup>3</sup> *Id.*

Of the five offerors evaluated as acceptable under phase one, only L3Harris and SNC submitted phase two proposals. COS/MOL at 15-16; see AR, Tab 9, L3Harris Phase 1 Evaluations; AR, Tab 11, SNC Phase 1 Evaluations. After evaluating the offerors’ phase two proposals, the agency assigned L3Harris’s proposal a rating of unacceptable under the technical factor, based on five deficiencies assessed under the most important subfactor, design and integration approach. AR, Tab 52, L3Harris Initial Technical Evaluation Report at 2. SNC’s initial technical proposal received a rating of good. AR, Tab 59, SNC Initial Technical Evaluation Report at 2.

Following initial evaluations, the agency set a competitive range consisting of L3Harris and SNC and opened discussions. COS/MOL at 17; AR, Tab 67, Pre-negotiation Objective Memorandum at 1. As part of the discussions with each offeror, the agency provided written evaluation notices, received written confirmation of the offerors’ understanding of the evaluation notices, and responded to additional questions and concerns from the offerors. COS/MOL at 18-19. The agency received and evaluated the offerors’ final proposals as follows:

	<b>L3HARRIS</b>	<b>SNC</b>
<b>TECHNICAL</b>	<b>Unacceptable</b>	<b>Outstanding</b>
<b>Design and Integration Approach</b>	Unacceptable	Outstanding
<b>Certification Approach</b>	Unacceptable	Good
<b>Modular Open System Approach</b>	Good	Good
<b>Maintenance and Operations</b>	Good	Good
<b>PRICE (TEP)</b>	<b>\$132,860,312</b>	<b>\$93,471,436</b>
<b>SMALL BUSINESS PARTICIPTATION</b>	<b>Good</b>	<b>Acceptable</b>

<sup>3</sup> For the non-price factors and subfactors, the agency assigned proposals combined technical/risk ratings of outstanding, good, acceptable, marginal, or unacceptable. RFP at 141. The RFP defined a rating of unacceptable to apply when the “[p]roposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.” *Id.*

AR, Tab 96, Source Selection Decision Document (SSDD) at 5.

The technical evaluation team prepared a cumulative consensus report that included the initial technical evaluation findings and any revisions to those findings based on the final proposal revisions. COS/MOL at 19; see *generally*, AR, Tab 80, L3Harris Final Technical Evaluation Report; AR, Tab 83, SNC Final Technical Evaluation Report. In assigning L3Harris's proposal an overall technical rating of unacceptable, the technical evaluation team assessed four deficiencies, two significant weaknesses, and three weaknesses, along with 13 strengths. AR, Tab 80, L3Harris Final Technical Evaluation Report at 2. As relevant here, the technical evaluation team assessed three deficiencies and two significant weaknesses under the design and integration approach subfactor, resulting in a subfactor rating of unacceptable. *Id.* The technical evaluation team assessed the fourth deficiency under the certification approach subfactor and also rated that subfactor as unacceptable. *Id.* Based on this evaluation, the agency assigned the protester's proposal an overall technical rating of unacceptable rendering it ineligible for award.

The source selection evaluation board (SSEB) provided the evaluation reports to the source selection advisory council (SSAC) and the source selection authority (SSA). COS/MOL at 25; see AR, Tab 94, SSA Briefing Slides. The SSAC then reviewed the evaluation findings and conducted a comparative analysis of the two offerors' proposals, recommending SNC's proposal for award. Not only was it the only proposal eligible for award, but the SSAC found that SNC's proposal offered more advantages at a significantly lower total evaluated price as compared to the proposal submitted by L3Harris. COS/MOL at 25; AR, Tab 95, SSAC Comparative Analysis at 2. After considering the evaluation documents and consulting with the SSEB and the SSAC, the SSA determined that SNC's proposal provided the best overall value to satisfy the HADES requirement. COS/MOL at 25, 30; AR, Tab 96, SSDD at 2. In selecting SNC's proposal for award, the SSA noted that it was "the only proposal received [that was] eligible for award, as the proposal of L3Harris was found to have deficiencies in multiple Technical subfactors," and that SNC's proposal provided "meaningful advantages at a reasonable, competitively obtained price." AR, Tab 96, SSDD at 2.

The Army awarded the contract to SNC and provided a debriefing to L3Harris, which concluded on September 10, 2024. COS/MOL at 30. This protest followed.

## DISCUSSION

L3Harris challenges nearly every aspect of the agency's evaluation and source selection decision, including the evaluation of proposals under the technical factor, the cost/price evaluation, and the eligibility of the awardee. As we discuss below, we find that the agency reasonably concluded that the protester's proposal was unacceptable under the technical factor due to four deficiencies, rendering the proposal ineligible for award. Because we also find no merit to the protester's challenges to SNC's eligibility for award, we dismiss the protester's remaining challenges to the Army's evaluation and

award decision because the protester is not an interested party to maintain those arguments.

### Evaluation of L3Harris's Technical Proposal

The protester challenges all four of the deficiencies, as well as multiple weaknesses and significant weaknesses, assessed under the technical factor, arguing primarily that the agency improperly ignored the information in the protester's proposal. Although we do not discuss every argument, we have considered them all and find no basis to sustain the protest.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *Sikorsky Aircraft Corp.*, B-421359, B-421359.2, Apr. 6, 2023, 2023 CPD ¶ 87 at 18. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.*; *Computer World Servs. Corp.*, B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8. In addition, an offeror is responsible for submitting an adequately written proposal and bears the risk that the agency will find its proposal unacceptable where it fails to demonstrate compliance with all of a solicitation's requirements. *ManTech Advanced Sys. Int'l, Inc.*, B-413717, Dec. 16, 2016, 2016 CPD ¶ 370 at 5, 7.

### Functional Block Diagram

First, the protester asserts that the agency unreasonably assessed a deficiency under the design and integration approach subfactor for the proposal's failure to provide a functional block diagram. Protest at 52-59; Comments & Supp. Protest at 41-48. Specifically, the protester contends that the required information was properly included in a separate technical artifacts volume of its proposal and that the agency erred when it elected not to evaluate that information. *Id.*

The agency responds that it reasonably assessed a deficiency for the protester's failure to provide the functional block diagram within the design and integration subfactor volume of its proposal. COS/MOL at 65-79. In this regard, the agency argues that the evaluators properly did not consider the information provided in the technical artifacts volume of the protester's proposal because the solicitation clearly instructed offerors to include the required information within the page limits of the design and integration subfactor volume. *Id.* Based on our review of the record, we find no basis to question the agency's assessment.

Under the design and integration subfactor, the solicitation required offerors to provide "information on primary aspects of schedule and performance relative to the [task

order] 0001 proposed solution.” RFP at 119. Offerors were required to provide specific information about thirteen separate elements under the subfactor: (a) system design; (b) system engineering; (c) reuse of designs; (d) Army-operated intelligence, surveillance, reconnaissance sensor integration; (e) communications and networks; (f) assured/alternate position navigation and timing; (g) mass properties; (h) electrical loads analysis; (i) co-site; (j) aircraft flight performance; (k) program schedule; (l) risks; and (m) test approach. *Id.* at 119-121. As relevant here, the solicitation specified that this information “shall” be included in the proposal volume designated for the design and integration approach subfactor, volume I-A, “Design\_Subfactor.pdf,” which had a page limit of 175 pages. *Id.* at 117, 119. For the system design element, the RFP instructed offerors to “include a functional block diagram and schematics of the system describing all the functional interfaces, including subsystems and components.” *Id.* at 119.

In assessing L3Harris a deficiency for this issue, the agency noted that the protester had provided a functional block diagram in its initial proposal volume designated for the design and integration approach subfactor, but it was not in the final proposal. AR, Tab 80, L3Harris Final Technical Evaluation Report at 6, 86-87. Specifically, the evaluators found that L3Harris had “previously proposed a functional block diagram in the [initial] proposal (Design Subfactor Figure 16), but the [o]fferor’s [final proposal revision] does not include a functional block diagram in the Subfactor A file.” *Id.* at 87. In this regard, the record shows that the protester’s initial proposal included two detailed diagrams under the system design element: figure 15, [DELETED], and figure 16, [DELETED]. AR, Tab 16, L3Harris Initial Proposal, Design Subfactor Volume at 22-24. These diagrams, however, did not appear in the protester’s final design and integration approach volume. See AR, Tab 39, L3Harris Final Proposal, Design Subfactor Volume at 23-28. In their place, the final proposal stated that “[t]he system-level HADES functional Block Definition Diagram . . . is outlined in Figure 15 in Technical Artifacts, PDF page 250,” and that the “system block diagram illustrating our physical implementation of the functional architecture is shown in Figure 16 in Technical Artifacts, PDF page 251.” *Id.* at 25, 27.

The agency did not consider the information in the referenced pages of the technical artifacts volume, concluding that L3Harris had not complied with the solicitation’s specific instruction to provide the required information within the 175-page limit of the design subfactor volume. AR, Tab 79, Excess Pages Memorandum at 1-3. In this regard, the solicitation advised that “[p]ages that exceed the required page limitations will not be evaluated” and stated that “[a]ll information shall be confined to the appropriate file.” RFP at 118, 119.

The solicitation also provided for a separate technical artifacts volume without a page limit under the “reuse of designs” element of the design and integration approach subfactor. RFP at 117, 119-120. Specifically, that provision stated as follows:

c. Reuse of Designs: The Offeror shall describe any reuse of design that reduces the amount of Non-Recurring Engineering . . . or risk to the program proposal. The Design\_Subfactor.pdf file shall contain any

specific caveats and list any planned changes to those existing Supplemental Type Certificates (STCs) if they are to be only partially applied. The offeror shall, at a minimum, include in the Tech\_Artifacts.pdf file: copies of any existing approved Federal Aviation Administration (FAA) Form 8110-2, FAA approved STC application documentation for in-work STCs to be applied to HADES, proof of ownership of exclusive data and exclusive data rights claimed by the Offeror, any certifications or items that substantiate claims of previous reuse of efforts intended to demonstrate consideration for reduced programmatic risk of the proposal, and Third party certifications or approvals (by a US Governmental organization, such as the FAA or Department of Defense) of previous efforts. The various artifacts in the Tech\_Artifacts.pdf file shall be numbered and references to those artifact numbers shall be included within the Technical Volume as appropriate.

RFP at 119-120.

The protester argues that nothing in the solicitation prohibited L3Harris from including its functional block diagram in the technical artifacts volume (instead of the design subfactor volume) because L3Harris's functional block diagram constituted a "reuse of designs." Protest at 52-59; Comments & Supp. Protest at 41-48. In this regard, the protester argues that the phrase "at a minimum" in the above provision permitted offerors to include other information in the technical artifacts volume as long as the item constituted a "reuse of designs." *Id.* The protester asserts that its functional block diagram qualified as just such a "reuse of design" because it "leverages other proven L3Harris designs." Protest at 59. We find the protester's arguments to be unavailing.

First, we find unreasonable the protester's interpretation of the phrase "at a minimum" as permitting an offeror to include any and all information involving a reuse of past designs in the technical artifacts volume. Where 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. *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4.

Here, the protester's interpretation would render meaningless solicitation instructions on the specific information required to be included in those technical proposal volumes with designated page limits. In this regard, with respect to the functional block diagram, the solicitation required as follows:

The Design\_Subfactor.pdf file shall provide information on primary aspects of schedule and performance relative to the [task order] 0001 proposed solution. The content shall include, but not be limited to, the following:

a. System Design: . . . . The Offeror shall also include a functional block diagram and schematics of the system describing all the functional interfaces, including subsystems and components.

RFP at 119.

Thus, the plain solicitation language specifically required offerors to include the functional block diagram in the page-limited design subfactor volume of their proposals. To the extent the protester argues that this information could instead be provided in the technical artifacts volume, such an interpretation would render the specific solicitation instruction superfluous. See *L&J Bldg. Maint., LLC*, B-411827, Oct. 27, 2015, 2015 CPD ¶ 344 at 4 (finding unreasonable the protester's proposed interpretation of solicitation language insofar as it would render other solicitation language superfluous). Even if we were to agree that the phrase "at a minimum" *permitted* an offeror to include other information constituting a reuse of designs in the technical artifacts volume, such an interpretation still would not permit the offeror to then ignore explicit solicitation instructions that *required* specific information to be included in another volume. The protester cannot now fault the agency for evaluating its proposal in accordance with that requirement.

As noted above, an offeror is responsible for submitting an adequately written proposal and bears the risk that the agency will find its proposal unacceptable where it fails to demonstrate compliance with all solicitation requirements. *ManTech Advanced Sys. Int'l, Inc., supra*. Here, the record shows that the protester failed to include the required functional block diagram within the page limits of the applicable subfactor volume of its final proposal as required by the solicitation. On this record, we find no basis to object to the agency's assessment of a deficiency for this aspect of the protester's proposal.<sup>4</sup>

---

<sup>4</sup> Although not discussed here, we note that another deficiency, for missing network architecture information, was assessed for the same reason as the functional block architecture deficiency. Specifically, the agency found that the protester provided sufficient network architecture information in its initial proposal but chose to move that information to the technical artifacts volume in its final proposal. See AR, Tab 80, L3Harris Final Technical Evaluation Report at 6, 88-90; AR, Tab 79, Excess Pages Memorandum at 2-3; *compare* AR, Tab 16, L3Harris Initial Proposal, Design Subfactor Volume at 120-122 (showing "Network Enclave System Block Diagram[s]" in figures 131-133), *with* AR, Tab 39, L3Harris Final Proposal, Design Subfactor Volume at 115-117 (referring to figures in the technical artifacts volume for the same information).

As with the functional block diagram deficiency, the protester does not dispute that the required network architecture information was not in its design subfactor volume, and instead argues that the required information was properly included in the technical artifacts volume as a reuse of design. Protest at 52-59; Comments & Supp. Protest at 41-45. As discussed above, we find this argument to be unavailing, and thus find no basis to object to the agency's assessment of a deficiency in this regard.



## Electrical Loads Analysis

The protester also contends that its proposal was erroneously assessed a deficiency for failing to include an initial electrical loads analysis. Protest at 51-58; Comments & Supp. Protest at 41-48. In this regard, the protester argues, as it did for the functional block diagram and network architecture deficiencies, that it “properly included [electrical loads analysis] information in the Technical Artifacts Volume” of its proposal and that the agency unreasonably refused to consider this information. Protest at 51-54, 58; Comments & Supp. Protest at 41-46. The protester also argues, in the alternative, that, even without considering the information in the technical artifacts volume, its design subfactor volume provided sufficient electrical loads analysis to satisfy the solicitation requirement. Protest at 55-58; Comments & Supp. Protest at 46-48. The agency responds that the evaluators reasonably assessed a deficiency because L3Harris simply failed to include the required information in any volume of its proposal. COS/MOL at 61-65; Supp. COS/MOL at 10-16.

As discussed above, we find no merit in the protester’s argument that the missing information was properly included in the technical artifacts volume, as the solicitation specifically listed the information required to be provided in the design and integration approach volume, which included an electrical load analysis.<sup>5</sup> See RFP at 120. Therefore, our discussion here is limited to considering the protester’s contention that the information it provided in the design and integration approach volume met the solicitation requirement for an initial electrical loads analysis.

Under the design and integration approach subfactor, the offeror was required to “deliver an initial Electrical Loads Analysis . . . to include baseline aircraft and loads

---

<sup>5</sup> The agency notes, however, and the record confirms, that the protester’s technical artifacts volume also did not include any substantive information about the HADES electrical loads analysis. COS/MOL at 62; see *generally*, AR, Tab 42, L3Harris Final Proposal, Technical Artifacts Volume. While the protester’s design subfactor volume refers to the “initial [electrical loads analysis] shown in Technical Artifacts, starting on pdf page 267,” the referenced page of the protester’s technical artifacts volume does not provide an electrical loads analysis, but instead provides a table titled “SCHEDULE 1, INVENTORY OF DATA PROVIDED TO LICENSEE.” AR, Tab 39, L3Harris Final Proposal, Design Subfactor Volume at 139; see AR, Tab 42, L3Harris Final Proposal, Technical Artifacts Volume at 267. Indeed, the pages immediately preceding page 267 showed a data license agreement, while the pages immediately following page 267 provided remaining schedules to the data license agreement. See AR, Tab 42, L3Harris Final Proposal, Technical Artifacts Volume at 243-266, 273-274. In fact, as asserted by the intervenor, see Intervenor’s Comments at 31-32, the protester’s 359-page technical artifacts volume lacks any mention of an initial electrical loads analysis for the HADES requirement, but instead included several references to electrical loads analysis performed under another project, [DELETED]. See *id.* at 122, 126, 144-147.

being removed or added to show a margin of remaining available power at required operating altitudes and in all operating modes (e.g., icing).” *Id.* In assessing a deficiency for the protester’s electrical loads analysis, the agency found that L3Harris included an “overall total power usage” but failed to provide “an initial [electrical loads analysis] that includes the baseline aircraft and loads being removed or added to show a margin of remaining available power at required operating altitudes and in all operating modes, including but not limited to flight in icing conditions.” AR, Tab 80, L3Harris Final Technical Evaluation Report at 58. The agency also noted that, even though it apprised the protester during discussions about this deficiency, the deficiency remained in the protester’s final proposal. *Id.* at 2. The agency found that because L3Harris failed to provide the required electrical loads analysis, the agency lacked “the data required to determine if the proposed design is technically sound or if it will meet the performance requirements of the [product description document] for the integrated HADES system.” *Id.* at 58. As a result of this failure, the Army stated that it “has no confidence that the proposed approach is workable or sound” and was “unable to complete an evaluation of the offeror’s proposed technical solution.” *Id.* The agency concluded that this deficiency was a “material failure of the proposal that increases the risk of unsuccessful contract performance to an unacceptable level.” *Id.*

In response to the protest, the agency further explains that the protester’s proposal provided “some information showing [DELETED], and a higher-level chart showing [DELETED], but nothing depicting specific ‘loads being removed or added to show margin of remaining available power.’” Supp. COS/MOL at 11. The agency also explains that “different operation modes have different power requirements” and that each operation mode “should be able to be executed with or without anti-icing power loads simultaneously applied,” but the protester’s proposal did not contain this information. COS/MOL at 64.

Although the protester disagrees with the Army’s assessment, we find no basis to object to the agency’s evaluative judgment. As noted above, the solicitation specifically required the offeror’s electrical loads analysis to “include baseline aircraft and loads being removed or added to show a margin of remaining available power at required operating altitudes and in all operating modes (e.g., icing).” RFP at 120. Rather than providing an electrical loads analysis, however, L3Harris’s proposal merely offered narrative statements about having performed an initial electrical loads analysis for the baseline aircraft and a conclusory statement about what it showed. See AR, Tab 39, L3Harris Final Proposal, Design Subfactor Volume at 138-141. For example, the protester’s proposal stated, without any supporting data, that the initial electrical loads analysis it performed “show[ed] [DELETED] during any stage of flight or operating mode” so that “the aircraft [DELETED] for all stages of flight and operating modes.” *Id.* at 138.

The protester argues that the information included in several charts and tables--specifically, figures 157, 158, D and E--provided the required electrical loads analysis information, but our review of the record demonstrates otherwise. Protest at 55-58; Comments & Supp. Protest at 46-48. First, figure 157 showed a pie chart with

“[DELETED]” and values “representative of the [DELETED] stage of flight.” AR, Tab 39, L3Harris Final Proposal, Design Subfactor Volume at 138-139. Figure D, labeled as a power type and usage table, showed “[DELETED],” while figure E, labeled an aircraft cabin feed usage table, “depict[ed] [DELETED],” with both figures using values “representative of the [DELETED] stage of flight.” *Id.* at 139-141. Finally, a bar graph in Figure 158 provided the generator usage per stage of flight, described as “a summary of the loading for [DELETED] for all stages of flight for all flight altitudes.” *Id.* at 139, 141. As the agency explains, none of these figures provided the required information about “*loads being removed or added to show a margin of remaining available power at required operating altitudes and in all operating modes (e.g., icing).*” COS/MOL at 62-65; see RFP at 120 (emphasis added).

Moreover, the protester’s proposal only offered the following statement about icing: “The initial [electrical loads analysis] does take into account the [DELETED] and each stage of flight is evaluated for [DELETED], including icing conditions [DELETED].” AR, Tab 39, L3Harris Final Proposal, Design Subfactor Volume at 139-140. Conspicuously absent was any information about electrical loads and the margin of remaining power in icing conditions despite the specific solicitation requirement to provide that information. See RFP at 120. In addition, although the proposal made several references to various appendices “of the initial [electrical loads analysis],” these appendices were not included in the proposal. See *e.g.*, AR, Tab 39, L3Harris Final Proposal, Design Subfactor Volume at 140 (“This analysis is depicted in Appendix A of the initial [electrical loads analysis].”).

Based on the record here, we find that L3Harris failed to submit an adequately written proposal that demonstrated compliance with the solicitation requirement for an electrical loads analysis. The protester’s arguments otherwise present nothing more than its disagreement with the evaluators’ reasonable assessment of the sufficiency of the electrical loads information provided in the protester’s proposal. Such disagreement, without more, is insufficient to render the evaluators’ judgment unreasonable. See *Vertex Aerospace, LLC, supra* (“A protester’s disagreement with the agency’s judgment, without more, is insufficient to establish that the agency acted unreasonably.”). Because we find that the deficiencies discussed above were reasonably assessed, we also find that the agency reasonably rated the protester’s proposal as unacceptable under the design and integration subfactor and therefore ineligible for award. See RFP at 141.

#### Authority to Operate (ATO) Accreditation Schedule

The protester next contends that the agency unreasonably assessed a fourth deficiency for L3Harris’s failure to provide a sufficient ATO accreditation schedule under the certification approach technical subfactor. Protest at 78-80. The protester also argues that the agency treated offerors disparately by not assessing a similar deficiency for the awardee’s ATO accreditation schedule, which provided no more detailed information than the protester’s schedule. Comments & Supp. Protest at 65-67.

The agency maintains that it reasonably found that the protester's final proposal did not provide the information required by the solicitation. COS/MOL at 104-108. The agency also contends that offerors were not treated disparately because the awardee's proposal provided the detailed information missing from the protester's proposal. Supp. COS/MOL at 29-35.

Under the certification approach technical subfactor, the solicitation required the offeror to provide an ATO approach and an airworthiness release approach. For the ATO approach, the offeror was to "identify how the offeror will accomplish accreditation of the integrated system to attain an [ATO] within the ATO\_Approach.pdf file," including "a high-level schedule depicting the major actions relative to attaining requisite ATO accreditation." RFP at 121. The solicitation advised that the offeror's certification approach would be "evaluated to determine the extent to which the proposed approach for [task order] 0001 is workable and sound for the purposes of achieving [ATO] per PWS paragraph 3.8 and US Army Airworthiness Release . . . per PWS paragraph 3.12."<sup>6</sup> *Id.* at 140. The offeror's certification approach would be further evaluated "to determine the level of confidence provided to the Government with respect to the Offeror's methods and approach in successfully meeting the required certification and approvals in support of the required timelines." *Id.*

In assessing a deficiency under this subfactor, the technical evaluation team found that the protester's final proposal "failed to propose a certification schedule for evaluation." AR, Tab 80, L3Harris Final Technical Evaluation Report at 92. The evaluators explained that "[w]hile a schedule was delivered in the initial proposal, the changes incorporated into the [final proposal] were not reflected in a schedule for evaluation." *Id.* In this regard, the evaluation team documented that L3Harris's initial proposal had provided "a detailed ATO Accreditation Schedule Summary in paragraph 1.1.3.5," which described the "major actions needed to attain ATO for the various enclaves' different approving authorities." *Id.* at 120-121. The evaluators found, however, that this schedule "was omitted from [L3Harris's] final proposal revision [] and therefore the government no longer has the detail and fidelity to effectively evaluate [L3Harris's] approach to attain ATO." *Id.* at 121. The evaluators concluded that the protester's failure to provide a schedule for ATO accreditation was a deficiency that "increases risk of unsuccessful contract performance to an unacceptable level as the [ATO] is critical to execute the HADES mission." *Id.* at 94.

The protester contends that its final proposal "provided the same ATO accreditation schedule (under a different paragraph number)," pointing to the proposal's figure 4, [Risk Management Framework] Process Outline, and accompanying narrative under the "ATO Task Summary." Protest at 79-80, *comparing* AR, Tab 40, L3Harris Final Proposal, ATO Volume at 9, *with* AR, Tab 17, L3Harris Initial Proposal, ATO Volume at 9. However, as the agency notes, this figure and description retained from the initial

---

<sup>6</sup> Paragraph 3.8 of the PWS provided for the cybersecurity engineering functions of the solicited effort, including the responsibility to obtain and maintain a risk management framework ATO for HADES programs. AR, Tab 4, PWS at 10-11.

proposal were not what the evaluators had initially identified as a satisfactory ATO accreditation schedule. See COS/MOL at 106. Instead, the agency initially found that the protester had provided a sufficiently detailed schedule under a separate “ATO Accreditation Schedule Summary” section of L3Harris’s proposal, which had included the “major actions needed to attain ATO for the various enclaves’ different approving authorities.” AR, Tab 80, L3Harris Final Technical Evaluation Report at 120-121; see AR, Tab 17, L3Harris Initial Proposal, ATO Volume at 12-13. In this regard, this section of the protester’s initial proposal included an introduction for its ATO accreditation schedule as follows:

#### 1.1.3.5 ATO Accreditation Schedule Summary

The ATO Accreditation Schedule [DELETED] follows. This schedule shows how all essential tasks are [DELETED] and [DELETED] to support the HADES program schedule.

AR, Tab 17, L3Harris Initial Proposal, ATO Volume at 12. The table that followed this introduction was a detailed schedule of step-by-step actions, taking up an entire page in a volume with a page limit of 10 pages. *Id.* at 13. The record shows, however, that this content was removed from the certification approach subfactor volume when the protester submitted its final proposal with additional content to address other issues raised during discussions. Compare AR, Tab 17, L3Harris Initial Proposal, ATO Volume at 12-13, with AR, Tab 40, L3Harris Final Proposal, ATO Volume at 11-13.

The protester contends that the information that remained in its final proposal was sufficient to meet the solicitation requirement for a “high-level schedule depicting [] major actions” because the solicitation did not require the offeror to provide a “detailed” schedule. Comments & Supp. Protest at 62-65. The protester’s argument in this regard is belied, however, by its initial proposal, in which the protester described its “ATO Accreditation Schedule” as one that shows “all essential tasks . . . mapped to [risk management framework] steps.” AR, Tab 17, L3Harris Initial Proposal, ATO Volume at 12. In contrast, the information that remained in the protester’s final ATO certification approach, while listing out the risk management framework process, contained a single line item for obtaining ATO and provided no schedule of “major actions” required for that process. See AR, Tab 40, L3Harris Final Proposal, ATO Volume at 9, Figure 4. As noted, the ATO accreditation schedule, while high-level, was nevertheless required to “depict[] the major actions relative to attaining requisite ATO accreditation” and was to be “evaluated to determine the extent to which the proposed approach . . . is workable and sound for the purposes of achieving [ATO].” RFP at 121, 140. The agency reasonably found that the protester’s revised proposal “no longer has the detail and fidelity to effectively evaluate [L3Harris’s] approach to attain ATO.” AR, Tab 80, L3Harris Final Technical Evaluation Report at 121. While the protester maintains that the information in its final proposal was sufficient to meet the solicitation requirement, we find that this argument presents nothing more than disagreement with the agency’s reasoned evaluative judgment and does not provide a basis to sustain the protest. *Vertex Aerospace, LLC, supra.*

The protester also asserts that the agency evaluated the ATO accreditation schedule requirement in a disparate manner. Comments & Supp. Protest at 65-67. In this regard, the protester contends that the awardee's certification approach also provided a high-level ATO accreditation schedule but was not assessed a similar deficiency. *Id.* Our review of the record, however, shows that the protester's contentions are without merit.

It is a fundamental principle of federal procurement law that a contracting agency must treat all firms equally and evaluate their proposals evenhandedly against the solicitation requirements and evaluation criteria. See *Sumaria Sys., Inc.*; *COLSA Corp.*, B-412961, B-412961.2, July 21, 2016, 2016 CPD ¶ 188 at 10. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals. *Paragon Sys., Inc.*; *SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its proposal for features that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

Here, the record shows that the ATO accreditation schedule in the awardee's certification approach was substantively distinguishable from the protester's. Specifically, the awardee included a table specifically dedicated to "*Schedule to Achieve ATO: High-level schedule depicting major actions relative to attaining the ATO.*" AR, Tab 47, SNC Final Proposal, ATO Volume at 8. SNC's schedule, although not as detailed as the table that had been included in the protester's initial proposal, still provided more information than the protester's final proposal, which made no mention of an ATO schedule. Compare AR, Tab 47, SNC Final Proposal, ATO Volume at 8, with Tab 17, L3Harris Initial Proposal, ATO Volume at 12-13, and AR, Tab 40, L3Harris Final Proposal, ATO Volume at 11-13. Specifically, SNC's schedule included itemized actions that would need to be undertaken for ATO accreditation--e.g., [DELETED], [DELETED], and [DELETED]--as well as the timing for each action and the entity responsible for leading each activity. See AR, Tab 47, SNC Final Proposal, ATO Volume at 8.

On this record, we find that the agency reasonably assessed a deficiency for the protester's lack of an adequate ATO accreditation schedule, while reasonably finding that the awardee's ATO accreditation schedule met the solicitation requirements. Because the record is clear that the different evaluations were a direct result of differences in the respective proposals, we deny this aspect of the protester's challenge to the agency's technical evaluation.

#### SNC's Eligibility for Award

The protester alleges that SNC was ineligible for award because it did not exist as an entity--and was not registered in the System for Award Management (SAM) as

required--at the time of proposal submission or award. Protest at 31-47; Comments & Supp. Protest at 8-33. The protester's allegations in this regard are based on SNC's corporate conversion to Sierra Nevada Company, LLC in September 2023. Based on our review of the record, we find that these arguments do not provide a basis to sustain the protest.

By way of background, SNC, with the commercial and government entity (CAGE) code of 8X691,<sup>7</sup> converted to Sierra Nevada Company, LLC, under Nevada law, effective September 1, 2023. AR, Tab 105, SNC Name Change Package to Defense Contract Management Agency (DCMA) at 4-8. The resulting limited liability company retained the same CAGE code of 8X691. See AR, Tab 107, SNC SAM Registration at 2; AR, Tab 108, Sierra Nevada Company, LLC, SAM Registration at 2. Although the conversion was effective under Nevada law as of September 1, 2023, the date on which SNC submitted its articles of conversion to the Nevada Secretary of State, SNC did not receive the official state approval of the conversion and certified copies of the conversion documentation from the Nevada Secretary of State until October 9. Intervenor's Resp. to Agency's Partial Dismissal Req., exh. 1, SNC Decl. at 2; see AR, Tab 105, SNC Name Change Package to DCMA at 4-8. On October 31, SNC submitted the documents required under FAR section 42.1205, Agreement to recognize contractor's change of name, to the administrative contracting officer at DCMA to obtain the federal government's recognition of the name change. Intervenor Comments at 7-8; see AR, Tab 105, SNC Name Change Package to DCMA at 2.

SNC submitted its phase one proposal and its initial phase two proposal--on September 7 and October 9, 2023, respectively--under the corporate name, rather than as Sierra Nevada Company, LLC. COS/MOL at 16; see e.g., AR, Tab 10, SNC Phase 1 Proposal; AR, Tab 38, SNC Initial Proposal, Administrative Volume. At those times, SNC had not yet received official documents from the Nevada Secretary of State approving the conversion, and thus had not yet submitted its name change package to DCMA under FAR subpart 42.12. SNC also submitted its final proposal revision on March 29, 2024, under the corporate entity name. COS/MOL at 19; see e.g., AR, Tab 46, SNC Final Proposal, Design Subfactor Volume.

On February 23, 2024, the administrative contracting officer at DCMA notified SNC that "SNC has satisfied the requirements for the Government to recognize [SNC's] Conversion and Change-of-Name Agreement" and provided the signed conversion and name change agreement. AR, Tab 106, DCMA Determination at 2-5. SNC's conversion and name change agreement stated, in relevant part, as follows:

The Government recognizes that Sierra Nevada Company, LLC has changed its legal entity form from a corporation to a Limited Liability Company, but that . . . the contractor legal entity remains the same under

---

<sup>7</sup> CAGE codes are assigned to discrete business entities for a variety of purposes, and they dispositively establish the identity of a legal entity for contractual purposes. *United Valve Co.*, B-416277, B-416277.2, July 27, 2018, 2018 CPD ¶ 268 at 6.

[Nevada Revised Statute section] 92A.250. Sierra Nevada Company, LLC by this Agreement is entitled to all rights, titles, and interests of Sierra Nevada Corporation in and to the contracts as if Sierra Nevada Company, LLC were the legal form of the original party to the contracts.

AR, Tab 106, DCMA Determination, Name Change Agreement at 4-5.

On February 29, SNC submitted its name change request in SAM, which was marked active under the name of Sierra Nevada Company, LLC, on March 15. Intervenor's Comments at 7-8; AR, Tab 108, Sierra Nevada Company, LLC SAM Registration at 2. The SAM entry showed that the CAGE code for Sierra Nevada Company, LLC remained 8X691. *Id.*

The protester argues that the awardee is ineligible for award because SNC, the entity that submitted the proposal and received the award, ceased to exist on September 1, 2023, when its conversion to Sierra Nevada Company, LLC became effective under Nevada law, and therefore was not able to submit a proposal or enter into a contract. Protest at 31-34; Comments & Supp. Protest at 8-27. In this regard, the protester argues that the awardee improperly submitted a proposal as SNC and the agency improperly evaluated and awarded the contract to SNC, even though that corporate entity had ceased to exist before phase one proposals were due on September 7. *Id.* The protester also contends that the awardee made a material misrepresentation by holding itself out as the nonexistent corporation for the purposes of this competition. *Id.* The protester further asserts that the awardee failed to meet the requirement to be registered in SAM because its SAM registration at the time of proposal submission was under the name of the nonexistent corporation. Protest at 34-47.

The agency responds that SNC did not "cease to exist" because when an entity undergoes a conversion from a corporation to a limited liability company under Nevada law, the resulting entity is a continuation of the predecessor entity. COS/MOL at 33-41. Moreover, the agency asserts that award was made to the correct entity because the CAGE code remained the same throughout. That is, the CAGE code for Sierra Nevada Company, LLC remained the same as the CAGE code for SNC, and that code was clearly identified in all phases of the awardee's proposals and in the awarded contract, as well as the SAM registration. *Id.* We agree with the agency.

First, we find no basis for the protester's argument that SNC ceased to exist when it converted to a limited liability company on September 1, 2023. As the government recognized when it signed the conversion and name change agreement, while "Sierra Nevada Company, LLC has changed its legal entity form from a corporation to a Limited Liability Company . . . the contractor legal entity remains the same under [Nevada Revised Statute section] 92A.250." AR, Tab 106, DCMA Determination, Name Change Agreement at 4. That Nevada statute provides that when a corporate conversion takes effect, the constituent entity (here, SNC) is converted to the resulting entity (here, Sierra Nevada Company, LLC) and that such a conversion is "a continuation of the existence of the constituent entity." Nev. Rev. Stat. § 92A.250(3)(a), (b). The statute also



expressly states that “the conversion is not deemed a dissolution of the domestic constituent entity.” Nev. Rev. Stat. § 92A.250(3)(h). The remaining parts of the statute further emphasize the effect of the converted entity’s continued existence by providing, for example, as follows: “title to all real estate and other property owned by the constituent entity is vested in the resulting entity without reversion or impairment,” the “resulting entity has all the liabilities of the constituent entity,” and a “proceeding pending against the constituent entity may be continued as if the conversion had not occurred.” Nev. Rev. Stat. § 92A.250(3)(c)-(e).

We find that the plain language of the Nevada statute effectuating the conversion supports the agency’s and the intervenor’s position that SNC did not “cease to exist” as an entity upon its conversion from a corporation to a limited liability company, but continued its existence in the form of a limited liability company. Likewise, for the same reason, we find no basis for the protester’s assertion that SNC made material misrepresentations to the agency about its ability to perform the contract because all of the corporation’s assets transferred to the limited liability company upon its conversion. By the plain language of the Nevada statute, the conversion did not extinguish or leave a name-only corporation, but *converted* the corporation into the limited liability company, which retained all property and liabilities of the corporation by operation of law. See *id.* Accordingly, we find the protester’s arguments in this regard to be without merit.

Moreover, as noted above, while the conversion was effective under Nevada law as of September 1, 2023 (when SNC submitted its articles of conversion to the Nevada Secretary of State), SNC did not receive the Nevada Secretary of State’s official approval of the conversion and certified copies of the conversion documentation until October 9. See Intervenor’s Resp. to Agency’s Partial Dismissal Req., exh. 1, SNC Decl. at 2; see AR, Tab 105, SNC Name Change Package to DCMA at 4-8. Therefore, SNC was unable to submit its conversion and name change agreement for federal government approval until on or after October 9. Further, the record shows that although SNC submitted its name change documents to DCMA on October 31, DCMA’s approval of the conversion and name change agreement did not occur until February 23, 2024. As a result, the federal government had not yet recognized SNC’s conversion and name change when phase one proposal submissions were due on September 7, 2023, and when phase two proposal submissions were due on October 9. Thus, for the purposes of submitting a proposal in this procurement, we find that the use of SNC as the entity name was appropriate, as the name on the proposal matched the contractor entity name recognized by the federal government and reflected in SAM.

In addition, while the protester argues that it was improper for SNC to continue to use the non-existent corporate entity’s name to submit its final proposal revisions, which were due after DCMA’s approval, we find nothing objectionable with SNC’s use of the same name in its proposal revisions and its initial proposal. In sum, under these circumstances, we find no merit to the protester’s contention that SNC’s conversion to a limited liability company rendered SNC ineligible for award. We also agree with the intervenor’s argument that the protester’s premise leads to an untenable conclusion that an entity that goes through a conversion would be unable to compete for contracts

between the time the conversion takes effect under state law and when the federal government officially recognizes the conversion, which in this case took nearly six months. See Intervenor's Comments at 4-12.

The protester also argues that the agency improperly did not verify the identity of the offeror before award or consider the effect of the corporate conversion on the awardee's ability to perform the contract. Protest at 26-34; Comments & Supp. Protest at 8-27. The agency responds that it reasonably verified the awardee's identity by its CAGE code, which remained constant before and after the conversion, as well as throughout the procurement. COS/MOL at 33-41. We agree with the agency.

The record here shows that the final proposal was submitted by SNC, with a CAGE code of 8X691. See e.g., AR, Tab 48, SNC Final Proposal, Cost/Price Volume at 1. The agency awarded the contract to SNC, with a CAGE code of 8X691. See AR, Tab 97, Awarded HADES Contract at 1. As our Office has explained, CAGE codes are assigned to discrete business entities for a variety of purposes, and they dispositively establish the identity of a legal entity for contractual purposes. *DynCorp Int'l, LLC*, B-417611.7, et al., Sept. 24, 2020, 2020 CPD ¶ 342 at 4 n.8; *United Valve Co.*, B-416277, B-416277.2, July 27, 2018, 2018 CPD ¶ 268 at 6. Here, we find that the agency properly relied on the verified CAGE code to identify the offeror before making award. See *DynCorp Int'l, LLC*, supra at 6 (concluding that the same CAGE code in the proposal and the award "confirms that the offeror and awardee are the same entity and that the agency knew the identity of the offeror").

Finally, the protester argues that SNC did not comply with the solicitation's SAM registration requirements. Protest at 34-47. The protester levies several challenges to the sufficiency of the awardee's SAM registration. First, the protester asserts that the SAM registration for the awardee at the time of proposal submission (September 7) was defective because it identified the entity name as SNC, even though its conversion to a limited liability company was effective as of September 1. *Id.* at 36-38. Next, the protester contends that SNC was not registered at the time of award (August 21, 2024) as the SAM registration at that time reflected the entity name as Sierra Nevada Company, LLC, with the activation date of March 15, 2024. *Id.* The protester then argues that, because the SAM registration for SNC was changed between proposal submission and award to reflect Sierra Nevada Company, LLC as the entity name, neither entity met the requirement to be continually registered in SAM from proposal submission to award.<sup>8</sup> *Id.*; Comments & Supp. Protest at 27-33. We find no merit to these arguments.

---

<sup>8</sup> The solicitation incorporated by reference the October 2018 version of FAR provision 52.204-7, which required that an offeror "be registered in SAM when submitting an offer . . . and shall continue to be registered until time of award." FAR 52.204-7(b)(1) (Oct. 2018). On November 12, 2024, the clause was amended "to clarify the [SAM] preaward registration requirements" as follows: "An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award." FAR 52.204-7(b)(1) (Nov. 2024); see 89 Fed. Reg. 89472 (Nov. 12, 2024).

As discussed above, when the awardee submitted its proposals in September and October 2023, the government had not yet finalized SNC's conversion and name change agreement, meaning that the government had not yet recognized that the corporation had converted into a limited liability company. As the conversion and name change agreement was still pending when SNC submitted its proposals, we find that the SAM registration at that point in time accurately listed the entity as SNC. Moreover, we find that SNC acted appropriately and reasonably when it updated its SAM registration after receiving the finalized conversion and name change agreement from DCMA in February 2024.

We also note that the SAM registration for SNC and the updated SAM registration for Sierra Nevada Company, LLC both retained not only the same CAGE code 8X691 but also the same unique entity identifier number, DD2QET4D27T3. *Compare* AR, Tab 107, SNC SAM Registration at 2, *with* AR, Tab 108, Sierra Nevada Company, LLC SAM Registration at 2. The applicable FAR provision 52.204-7 states that a "[u]nique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity," and that the "[u]nique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM." FAR 52.204-7(a), (b)(2). Therefore, we find no basis to object to the agency's finding that SNC complied with the solicitation requirement to be registered in SAM.<sup>9</sup> In sum, we find no basis to sustain the protester's challenges to the awardee's eligibility for award.

### Remaining Protest Allegations

L3Harris raises a host of additional challenges in its various filings. For example, the protester alleges that the agency treated offerors disparately with respect to various significant weaknesses and weaknesses assessed in L3Harris's technical proposal. Protest at 62-77; Comments & Supp. Protest at 55, 58-59. The protester also contends that the agency failed to appropriately consider the risk of unproven approaches in crediting SNC's technical proposal with strengths and significant strengths while conversely failing to credit L3Harris with additional strengths for its proven approaches. See Protest at 83-87. In addition, the protester asserts that the agency made several

---

<sup>9</sup> We also find no merit in the protester's argument that SNC's registration was defective because it failed to list SNC's immediate and highest-level owners as required. In this regard, our Office has recognized that minor informalities related to SAM registrations generally do not undermine the validity of the award and are waivable by the agency without prejudice to other offerors. See *Phoenix Env't Design, Inc.*, B-418473, B-418473.2, May 20, 2020, 2020 CPD ¶ 173 at 3 (denying an allegation that the awardee's SAM registration was invalid for failing to accurately identify its immediate and highest-level owners).

errors in its cost/price evaluation and conducted misleading discussions.<sup>10</sup> See Protest at 47-50, 87-97; Comments & Supp. Protest at 34-36, 78; Supp. Comments at 26-28. Having concluded that the agency reasonably rated the protester's proposal as unacceptable and having rejected the challenges to the awardee's eligibility for award, we dismiss the remainder of the protester's protest grounds because L3Harris is not an interested party to pursue those challenges.

---

<sup>10</sup> The protester asserts that the agency's conduct of discussions was misleading because the agency did not raise concerns it had with the stipulations and assumptions in L3Harris's proposal, see Protest at 47-50. While the agency concedes it did not apprise the protester of the agency's concerns regarding the stipulations and assumptions, we find that the protester was not competitively prejudiced by the agency's failure to discuss these concerns. In this regard, the record shows that the agency prepared several evaluation notices after its evaluation of initial proposals, but inadvertently omitted from the email transmission one evaluation notice dealing with its compliance review findings about L3Harris's "questionable conditions and assumptions." MOL at 51-57; see *generally*, AR, Tab 51, L3Harris Evaluation Notice 02, Stipulations and Assumptions. The agency first contends that the omitted evaluation notice did not include any concerns that were significant weaknesses or deficiencies and thus was not required to be disclosed. *Id.* The agency also argues that because these concerns were unrelated to L3Harris's technical evaluation, and more specifically, to the four deficiencies identified in the protester's final technical proposal, the protester cannot show that it would have submitted a different technical proposal had the agency provided the omitted evaluation notice during discussions. *Id.*

Competitive prejudice is an essential element of every viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *HP Enter. Servs., LLC*, B-411205, B-411205.2, June 16, 2015, 2015 CPD ¶ 202 at 6. Here, the record supports the agency's contention that the concerns noted in the omitted evaluation notice about the conditions and assumptions found in L3Harris's initial proposal were not related to the four deficiencies assessed in the protester's final technical proposal, which was submitted after the omitted evaluation notice. See *generally*, AR, Tab 51, L3Harris Evaluation Notice 02, Stipulations and Assumptions. Although the protester argues that knowing about the agency's concerns with some of L3Harris's assumptions could have resulted in broad revisions to its technical proposal, we do not find these arguments to be credible, especially considering that three of the four deficiencies were assessed as a result of the changes made in the protester's final proposal revision. Given our finding above that the agency reasonably determined the protester's proposal to be ineligible for award based on four deficiencies assessed under the technical factor, we conclude that the protester cannot show that it was prejudiced in any way by the agency's failure to discuss its concerns about L3Harris's stipulations and assumptions.

An offeror is an interested party if it is an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. 4 C.F.R. § 21.0(a)(1); *DMS Int'l*, B-409933, Sept. 19, 2014, 2014 CPD ¶ 278 at 7. A protester is not an interested party if it would not be next in line for award if we were to sustain its protest. *Sikorsky Aircraft Corp.*, *supra* at 37.

As noted, a rating of no less than “[a]cceptable” had to be received for each of the non-cost/price factors for an offeror to be considered for award. RFP at 138. Indeed, the RFP defined an unacceptable rating as appropriate where a “[p]roposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.” *Id.* at 141.

As discussed above, we found that the agency reasonably rated the protester’s technical proposal as unacceptable based on the four deficiencies assessed under the technical factor, rendering the protester’s proposal ineligible for award. We also found that the agency did not treat offerors disparately when it assessed a deficiency in L3Harris’s proposal, but not in SNC’s proposal, under the certification approach subfactor, where the difference in the evaluation resulted from differences in proposals. Moreover, we rejected all of the protester’s challenges to SNC’s eligibility for award arising from SNC’s corporate conversion and name change. We note further, that in selecting SNC for award, the SSA explained that SNC was “the only proposal received eligible for award, as the proposal of L3Harris was found to have deficiencies in multiple Technical subfactors.” AR, Tab 96, SSDD at 2.

On this record, we dismiss L3Harris’s remaining challenges to the agency’s evaluation and award decision. Because its proposal was reasonably found to be unacceptable and ineligible for award, L3Harris would not be next in line for award even if we were to sustain the remaining protest allegations, consistent with the well-established principle that a technically unacceptable proposal cannot be considered for award. See *Sikorsky Aircraft Corp.*, *supra* at 38, citing *Strategi Consulting LLC; Signature Consulting Grp., LLC*, B-416867, B-416867.4, Dec. 21, 2018, 2019 CPD ¶ 10 at 14.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez  
General Counsel