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Decision

Matter of: American Systems Corporation

File: B-412501.2; B-412501.3

Date: March 18, 2016

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DIGEST

1. Protest of an agency's corrective action, which includes termination of a task order and resolicitation of the government's requirements, is denied where the agency's corrective action is appropriate to remedy flaws identified with the underlying solicitation.
 2. Protest that an agency improperly awarded a short-term, sole-source contract is denied where the record shows that the agency had a reasonable basis for its decision to restrict the procurement to the only source it viewed as able to meet the agency's requirement to ensure uninterrupted services.
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DECISION

American Systems Corporation (ASC), of Chantilly, Virginia, protests the corrective action being taken in connection with request for proposals (RFP) No. N00024-15-R-3064, which was issued by the Department of the Navy, Space and Naval Warfare Systems Command, for professional support services. ASC argues that the corrective action taken in response to a protest challenging the agency's previous issuance of a task order to ASC, including terminating the order for the government's convenience, cancelling the RFP, and resoliciting the requirements, is overly broad and unreasonable. Additionally, ASC challenges the award, on a sole-source basis, of contract No. N00039-16-C-0051 to Booz Allen Hamilton Inc.

(BAH), of McLean, Virginia, which is the incumbent contractor for the Navy's requirements. ASC argues that the need to award a short-term contract was the result of the Navy's lack of adequate advance planning, and challenges the alleged urgency basis for the sole-source award.

We deny the protest.

BACKGROUND

The RFP, which the Navy issued on January 13, 2015, and subsequently amended four times, sought proposals from holders of Seaport Enhanced multiple-award, indefinite-delivery, indefinite-quantity (ID/IQ) contracts for a task order for program, acquisition, contract, business, and installation management services in support of the Battlespace Awareness and Information Operations Program Office within the Program Executive Office for Command, Control, Communications, Computers & Intelligence. RFP, General Information at 14.¹ BAH is the incumbent contractor for the requirements being procured under the RFP. *Id.* The RFP contemplated the issuance of a cost-plus-fixed-fee task order with a 6-month base period, four 1-year options, and an additional 6-month option. *Id.*, §§ F at 10, G at 11. The task order was to be issued on a best-value basis, considering cost and four non-cost factors, in descending order of importance: (1) management capability/technical; (2) key personnel; (3) past performance; and (4) small business subcontracting. *Id.*, § M at 48-51. The four non-cost factors, when combined, were significantly more important than cost. *Id.*

On November 18, the Navy issued the task order to ASC.² On November 30, BAH filed a protest with our Office challenging the agency's evaluation of ASC's proposal under the cost, management capability, and key personnel factors, as well as the resulting best-value determination. Agency Report (AR), Tab 18, Protest of Booz Allen Hamilton Inc. (B-412501), Nov. 30, 2015. Specifically, BAH alleged that the Navy failed to consider the cost and technical risks associated with ASC's unrealistically low proposed direct labor rates and the unavailability of ASC's proposed key personnel. On the same day that it received BAH's protest, the Navy issued a stop work order to ASC advising that "[i]n accordance with 31 U.S.C. § 3553(d)(3)(A), (d)(4); [Federal Acquisition Regulation] FAR 33.104(c)(1), the

¹ References to the RFP herein are to the version of the RFP conformed through amendment No. 4.

² The estimated value of the task order at issue is in excess of \$10 million; accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award, ID/IQ contracts. 10 U.S.C. § 2304c(e)(1)(B).

Government is staying performance of the Task Order pending resolution of the protest.” AR, Tab 19, Stop Work Order (Nov. 30, 2015), at 1.³

Also on November 30, the contracting officer sought, and obtained from the Head of the Contracting Activity (HCA), authorization to enter into a contract with BAH to extend BAH’s performance (the so-called “bridge contract”), since its incumbent task order was expiring on November 30. AR, Tab 23, Request for Authorization of Bridge Contract (Nov. 30, 2015).⁴ The proposed bridge contract was to have a base period of December 1, 2015 through February 29, 2016, and three 3-month options. Id. at 1. The contracting officer represented that the anticipated award date for the follow-on task order was dependent on resolution of BAH’s pending bid protest before GAO, which was expected to be resolved on or before February 28, and that the option periods would allow for potential reevaluation, re-competition, or other corrective action that may be required, or a subsequent protest. Id. The contracting officer further represented that BAH, as the currently performing incumbent, was the only contractor that could provide the required services on an ongoing basis without unacceptable delay and disruption, and a resulting significant adverse impact to the agency’s mission. Id. The contracting officer explained that the services to be acquired were urgently needed based on several upcoming efforts, including several with milestones arising in December 2015 and January 2016, as well as several major procurements with impending milestones in 2016. Id. at 2.

On December 1, the contracting officer submitted to the cognizant Competition Advocate a J&A to support the proposed short-term, sole-source award to BAH. AR, Tab 20, J&A For Use Of Other Than Full & Open Competition (Dec. 1, 2015).

³ Pursuant to the Competition in Contracting Act, an agency is prohibited from authorizing, or further proceeding with, performance of a protested contract or order if it receives notice from our Office that a protest has been filed within either 10 days of the award of the contract or order, or 5 days after a debriefing date offered to the protester for any debriefing that is requested, and when requested, is required. 31 U.S.C. §§ 3551(d)(3), (4). The head of the procuring activity, however, may authorize performance of such a protested contract or order where (1) the agency makes a written finding that performance is in the best interests of the United States or there are urgent and compelling circumstances that significantly affect interests of the United States that will not permit awaiting the GAO’s decision concerning the protest, and (2) notice of the agency’s determination has been provided to GAO. Id. at § (d)(3)(C).

⁴ Pursuant to the Navy Marine Corps Acquisition Regulation Supplement (NMCARS), approval and authorization to award a bridge contract in excess of \$5.5 million must be obtained from the HCA prior to requesting a justification and approval (J&A). NMCARS § 5206.303-1(S-90)(a)(3).

The J&A adopted the bases for the urgency of the services that were originally set forth in the request for authorization of a bridge contract. Id. at 2-3. The J&A further provided that the Navy had verified with the affected program office that government operations “would be seriously compromised” due to the lack of contract support during the pendency of BAH’s protest. Id. at 3. The Competition Advocate executed the J&A on December 2. Id. at 4.

On December 3, the Navy requested that our Office dismiss BAH’s protest as academic based on the agency’s intent to take voluntary corrective action. AR, Tab 24, Notice of Corrective Action in B-412501 (Dec. 3, 2015), at 1. The agency represented that it intended to terminate the order previously awarded to ASC, review the solicitation requirements and evaluation criteria, and resolicit proposals under a new solicitation. Id. Our Office provided the parties with an opportunity to respond to the Navy’s corrective action notice and request for dismissal of the protest.

On December 7, ASC timely filed its objection to the agency’s proposed corrective action. AR, Tab 25, ASC’s Objection to the Navy’s Notice of Corrective Action (Dec. 7, 2015). ASC primarily argued that the proposed corrective action was unreasonable because the Navy had failed to enumerate the specific reasons for why it was taking corrective action generally, and specifically as to why termination of ASC’s task order and cancellation of the RFP were necessary or appropriate. Id. at 1-3. Notwithstanding ASC’s objections, we concluded that the agency’s proposed corrective action rendered BAH’s protest academic, and therefore dismissal was appropriate. We also advised that, to the extent ASC sought to challenge the agency’s proposed corrective action, it could pursue a separate protest pursuant to our Bid Protest Regulations. See Email from GAO (Dec. 7, 2015), at 1. On December 7, we dismissed BAH’s protest as academic. Booz Allen Hamilton Inc., B-412501, Dec. 7, 2015 (unpublished).

On December 16, ASC filed the instant protest with our Office challenging the Navy’s corrective action. On December 17, the contracting officer notified BAH of ASC’s protest and directed that “[a]ny efforts BAH is performing at risk in anticipation of the bridge contract shall immediately cease.” AR, Tab 29, Email from the Contracting Officer (Dec. 17, 2015), at 1. On December 22, the Navy notified the parties and our Office that the HCA executed an override of the stay of award of the sole-source bridge contract to BAH based on urgent and compelling circumstances. AR, Tab 30, Override Notice (Dec. 22, 2015), at 1; see also Tab 54, Amended J&A For Use Of Other Than Full & Open Competition (Dec. 22, 2015), at 1 (amending the base performance period to run from December 24, 2015 to March 24, 2016, and providing for nine 1-month options). The Navy executed the bridge contract on December 29. AR, Tab 31, Contract No. N00039-16-C-0051.

DISCUSSION

ASC first challenges the Navy's decision to take corrective action, and the scope of corrective action taken, in response to BAH's protest challenging the agency's initial award to ASC. The protester also challenges the agency's decision to award, on a sole-source basis, a bridge contract to BAH, the incumbent contractor, pending completion of the corrective action. For the reasons set forth below, we find no basis to sustain ASC's protest.⁵

Corrective Action

ASC asserts that the agency's corrective action is unreasonable because it was unnecessary to remedy BAH's protest challenging the agency's award to ASC, or, alternatively, because it was overly broad. The Navy argues that its choice of corrective action (i.e., cancelling the existing RFP and reissuing a new, revised RFP) was reasonable in light of its reason for taking corrective action (i.e., that the RFP's evaluation criteria were insufficient).

As a general rule, agencies have broad discretion to take corrective action where the agency has determined that such action is necessary to ensure fair and impartial competition. MSC Indus. Direct Co., Inc., B-411533.2, B-411533.4, Oct. 9, 2015, 2015 CPD ¶ 316 at 5; Bannum Inc.--Protest & Recon., B-411074.2, B-411074.3, June 12, 2015, 2015 CPD ¶ 231 at 3. The details of implementing the corrective action are within the sound discretion and judgment of the contracting agency, and we will not object to any particular corrective action, so long as it is appropriate to remedy the concern that caused the agency to take corrective action. DGC Int'l, B-410364.2, Nov. 26, 2014, 2014 CPD ¶ 343 at 3; Northrop Grumman Info. Tech., Inc., B-404263.6, Mar. 1, 2011, 2011 CPD ¶ 65 at 3. Moreover, our review is generally limited to whether the agency's corrective action is appropriate to remedy the flaw which the agency believes exists in its procurement process, and not whether the agency's corrective action remedies the flaws alleged in an earlier protest where no decision on the merits was issued by our Office. Sealift, Inc., B-412041.2, Dec. 30, 2015, 2016 CPD ¶ 85 at 4.⁶

⁵ ASC raises other collateral arguments. While our decision does not specifically address every argument, we have considered all of the protester's additional assertions and find that none provides a basis on which to sustain the protest.

⁶ It is also not necessary for an agency to conclude that the protest is certain to be sustained before it may take corrective action; where the agency has a reasonable concern that there were errors in the procurement, even if the protest could be denied, we view it as within the agency's discretion to take corrective action. Sealift, Inc., supra, at 4 n.7; Bannum Inc.--Protest & Recon., supra, at 7.

As discussed above, the agency represented that it would take corrective action by cancelling the award to ASC and issuing a new solicitation. In a negotiated procurement, such as this one, a contracting agency has broad discretion in deciding whether to cancel a solicitation, and need only establish a reasonable basis for doing so. KNAPP Logistics Automation, Inc.--Protests & Costs, B-404887.2, B-404887.3, July 27, 2011, 2011 CPD ¶ 141 at 3. A reasonable basis to cancel exists when, for example, an agency determines that a solicitation does not accurately reflect its needs. Zegler, LLC, B-410877, B-410983, Mar. 4, 2015, 2015 CPD ¶ 168 at 3; Applied Resources, Inc., B-400144.7, B-400144.8, July 31, 2009, 2009 CPD ¶ 161 at 2.

In response to the instant protest, the Navy has provided additional information concerning its rationale for opting to cancel the current RFP and resolicit its requirements. Specifically, in light of the allegations raised in BAH's protest, the Navy determined that the RFP's proposal submission requirements and cost evaluation criteria, notwithstanding prior efforts to amend the RFP, did not permit the agency to reasonably evaluate the realism of offerors' proposed direct labor rates. AR, Tab 21, Contracting Officer's Decl. (Jan. 14, 2016), at 2-3; Tab 2, Deputy Program Manager's Decl. (Jan. 14, 2016), at 3.

The initial RFP required offerors to provide their own definitions of the labor categories proposed to perform the government's requirements. The agency was to evaluate the degree to which these definitions were consistent with the qualifications and experience needed to perform the effort as identified in (1) the RFP's government labor categories attachment, which included government-provided definitions of the labor categories, (2) the offeror's proposed technical approach, and (3) the performance work statement. RFP, General Information at 11, 13. To correct perceived problems associated with the offerors' use of their own definitions, the Navy issued amendment No. 3, which required that offerors provide detailed labor category descriptions that mapped to the government-provided labor categories. RFP, General Information at 7.

Amendment No. 3 also added a detailed methodology for evaluating the realism of proposed direct labor rates. Id. at 13. The Navy was first to compare an offeror's proposed direct labor rates against payroll data, letters of intent, and/or recommended or provisional billing rates. Id., § M at 51. In the absence of such information, the agency was to consult other data, such as market salary surveys or labor category averages. Id. The RFP further directed that if the agency elected to use statistical analysis to determine a realistic range of marketplace rates, the ranges would be calculated by applying one standard deviation from the mean of the population of proposed rates for an individual labor category under the RFP, as appropriate. Id. The Cost Evaluation Board's (CEB) final proposal evaluation report reflects that the evaluators utilized this methodology in establishing marketplace ranges. See AR, Tab 9, CEB Report (Nov. 9, 2015), at 16.

In light of BAH's protest allegations, it became apparent to the agency that the statistical analysis approach introduced via amendment No. 3 did not provide reasonable assurance as to the realism of offerors' proposed labor rates. In this regard, the agency concluded that the RFP's methodology for evaluating the realism of direct labor rates based on market rates did not allow for a reasonable assessment where an offeror proposed to retain a large percentage of incumbent personnel. AR, Tab 21, Contracting Officer's Decl. (Jan. 14, 2016), at 2. Furthermore, to the extent several offerors could propose low direct labor rates, the mean could be pulled towards an extreme that might not be representative of actual costs to hire qualified personnel in San Diego. Id. The contracting officer ultimately concluded that termination of ASC's task order and resoliciting the requirement under a new solicitation was necessary in light of significant anticipated changes to the RFP's evaluation criteria and the passage of time since the RFP was originally issued.⁷ Id. at 3.

ASC raises several challenges to the agency's corrective action. First, the protester alleges that the Navy has failed to demonstrate that its corrective action was necessary to address BAH's protest allegations. See Protest (Dec. 16, 2015) at 8-9; ASC's Comments (Jan. 27, 2016) at 4-5. In this regard, the protester alleges that cancellation of the RFP was inappropriate because BAH's protest did not expressly challenge the RFP's evaluation criteria, and the Navy had already revised the RFP's cost realism evaluation criteria during the initial procurement. See Protest (Dec. 16, 2015) at 9. Additionally, ASC argues that the agency's decision to take corrective action in response to BAH's protest was unreasonable because the record demonstrates that the Navy conducted a thorough and reasonable cost realism evaluation. See ASC's Comments (Jan. 27, 2016) at 5-11. Here, we find that the Navy's basis for taking corrective action, including cancelling the solicitation, was reasonable.

⁷ In addition to the Navy's concerns regarding the adequacy of the RFP's cost realism evaluation criteria, the agency also identified concerns with the adequacy of the non-cost evaluation criteria. AR, Tab 22, Contracting Officer's Representative Decl. (Jan. 14, 2016), at 5-6 (explaining that the Navy subsequently determined that the RFP had not required offerors to provide sufficient detail for the agency to reasonably assess risk associated with various aspects of the offerors' staffing approaches and timelines). ASC argues that we should ascribe little or no weight to these concerns raised in response to ASC's protest because they are post hoc rationalizations that are unsupported by the contemporaneous evaluation record. See ASC's Comments (Jan. 27, 2016) at 11-14. Because, as set forth above, we find that the agency's corrective action was reasonable in light of the identified concerns in the cost realism evaluation, we need not resolve whether the concerns with the non-cost evaluation would have provided a separate, legally-sufficient basis for the agency's corrective action.

First, the corrective action addresses the Navy's identified concerns regarding the reasonableness of the cost realism evaluation. Contrary to ASC's assertions, it is irrelevant that BAH's protest did not specifically challenge the RFP's evaluation criteria; rather, the applicable question is whether the agency's corrective action was appropriate to remedy the flaw the agency believed existed in its procurement process. Sealift, Inc., supra, at 4. Here, the Navy identified reasonably-detailed concerns about whether the RFP's cost realism evaluation criteria were adequate to assess the realism of offerors' proposed direct labor rates. The corrective action proposed by the Navy, including revising the RFP's evaluation criteria and soliciting new proposals based on those revised criteria, is appropriate to remedy the flaws identified by the agency.

Additionally, ASC's attempts to litigate the merits of BAH's protest, including specifically the adequacy of the agency's previous cost realism evaluation, do not provide a legally sufficient basis for challenging the agency's corrective action, as the Navy was not required to determine that our Office was likely to sustain BAH's protest as a precondition to taking corrective action. Sealift, Inc., supra, at 4 n.7; Bannum Inc.--Protest & Recon., supra, at 7. Furthermore, cancelling the existing RFP and resoliciting is also reasonable in light of the significant anticipated changes to the RFP's evaluation criteria. In this regard, cancellation is appropriate where the agency reasonably determines that the RFP does not adequately reflect its requirements. Zegler, LLC, supra; Applied Resources, Inc., supra. On this record, we conclude that the Navy's corrective action was reasonable, and therefore deny ASC's protest.

Sole-Source Bridge Contract

ASC also argues that the award, on a sole-source basis, of a bridge contract to BAH was improper. The protester argues that the urgency of the requirement that resulted in the sole-source award to BAH was the result of a lack of adequate advance planning. See Protest (Dec. 16, 2015) at 9-10; ASC's Comments (Jan. 27, 2016) at 16. ASC further contends that the delay between the authorization of the J&A and execution of the bridge contract undermines the agency's position that there were urgent and compelling circumstances justifying the use of noncompetitive acquisition procedures, and the agency otherwise failed to reasonably demonstrate that BAH was the only contractor that could satisfy the government's requirements. See Supp. Protest (Jan. 27, 2015) at 12-13; ASC's Supp. Comments (Feb. 12, 2016) at 4-8. For the reasons that follow, we find no basis to sustain ASC's protest challenging the Navy's award of the sole-source bridge contract to BAH.

The Competition in Contracting Act, 10 U.S.C. § 2304(c)(2), permits an agency to use other than competitive procedures in acquiring goods or services where the agency's requirement is of such an unusual and compelling urgency that the government would be seriously injured unless the agency is permitted to limit the

number of sources from which it solicits proposals. Although the Competition in Contracting Act requires that agencies solicit offers from as many potential sources as is practicable when using the unusual and compelling urgency exception to limit competition, 10 U.S.C. § 2304(e), an agency nonetheless may limit a procurement to the only firm it reasonably believes can properly perform the work in the time available. Camden Shipping Corp., B-406171, B-406323, Feb. 27, 2012, 2012 CPD ¶ 76 at 6; McGregor Mfg. Corp., B-285341, Aug. 18, 2000, 2000 CPD ¶ 151 at 6.

When using noncompetitive procedures pursuant to 10 U.S.C. § 2304(c)(2), such as here, agencies are required to execute a written J&A with sufficient facts and rationale to support the use of the cited authority. See 10 U.S.C. §§ 2304(f)(1)(A), (b); FAR §§ 6.302-2(c)(1), (d)(3), 6.303, 6.304. Noncompetitive procedures may not justify a noncompetitive award on the basis of urgency where the agency's requirements have become urgent as a result of a lack of advanced planning. 10 U.S.C. § 2304(f)(4)(A); FAR § 6.301(c)(1); eAlliant, LLC, B-407332.4, B-407332.7, Dec. 23, 2014, 2015 CPD ¶ 58 at 5. While an agency may not justify a noncompetitive award on the basis of urgency where the agency's requirements have become urgent as a result of a lack of advanced planning, such planning need not be entirely error-free or successful. eAlliant, LLC, supra; Pegasus Global Strategic Solutions, LLC, B-400422.3, Mar. 24, 2009, 2009 CPD ¶ 73 at 9.

In this regard, we have found that an immediate need for services that arises as a result of an agency's implementation of corrective action in response to a protest does not generally constitute a lack of advanced planning. See eAlliant, LLC, supra, at 8; Systems Integration & Mgmt., Inc., B-402785.2, Aug. 10, 2010, 2010 CPD ¶ 207 at 3; Chapman Law Firm Co., LPA, B-296847, Sept. 28, 2005, 2005 CPD ¶ 175 at 3. Our review of an agency's decision to conduct a noncompetitive procurement focuses on the adequacy of the rationale and conclusions set forth in the J&A; where the J&A sets forth a reasonable justification for the agency's actions, we will not object to the award. Camden Shipping Corp., supra.

ASC first contends that any need for a sole-source bridge contract arising from the Navy's decision to terminate ASC's task order, cancel the RFP, and resolicit the agency's requirements was the result of the agency's lack of adequate advance planning. Specifically, the protester contends that the agency failed to adequately determine its requirements and associated evaluation criteria, and points to the Navy's apparently unsuccessful attempt to remedy the concerns with the cost realism evaluation criteria in amendment No. 3 to the RFP. See Protest (Dec. 16, 2015) at 10; ASC's Comments (Jan. 27, 2016) at 16. The protester relies on our recent decision in XTec, Inc., B-410778.3, Oct. 1, 2015, 2015 CPD ¶ 292, in support of its argument that the Navy here engaged in a lack of adequate advanced planning by cancelling the RFP based on inadequate solicitation requirements. We find, however, that the facts here are readily distinguishable from the facts

presented in XTec, and the record otherwise does not show a lack of advanced planning by the Navy.

In XTec, our Office found that an agency had a reasonable basis to cancel a solicitation where it determined, after multiple rounds of awards, protests, and corrective action, that the solicitation failed to contain adequately detailed information regarding various contract performance requirements. XTec, Inc., supra, at 9-10. We sustained XTec's protest challenging the cancellation of the solicitation, and the award of a sole-source bridge contract extension for the incumbent, because the record showed that the procuring agency was aware of, and had documented the need for, more detailed solicitation requirements for nearly four years. Id. at 10-12. Thus, our Office's decision sustaining the protest was based on the procuring agency's failure to adequately plan how it would address the flaws with the solicitation that had been known by the agency for years.

In stark contrast to the facts in XTec, the record here demonstrates that the Navy proactively sought to address concerns with the RFP's cost realism evaluation criteria through issuance of amendment No. 3. To the extent the Navy's efforts in this regard introduced new problems associated with the agency's cost realism methodology, and were ultimately unsuccessful, that is not the applicable legal standard. eAlliant, LLC, supra; Pegasus Global Strategic Solutions, LLC, supra. Thus, the circumstances in XTec, where the procuring agency passively ignored potential defects in the solicitation for almost four years, are materially different than the circumstances here.

ASC also challenges the urgent and compelling justification for the sole-source bridge contract award to BAH. The protester first contends that the urgency basis for the award, which was predicated on preventing a lapse in contract support when BAH's incumbent task order ended on December 1, is undermined by the fact that the bridge contract was not fully executed by both parties until December 29. See ASC's Supp. Comments (Feb. 12, 2016) at 4-7. ASC further alleges that the delay in awarding the bridge contract undermines the Navy's position that BAH was the only contractor capable of performing without a significant material impact on the agency's mission. See id. at 7-9. We find that neither argument provides a basis on which to sustain the protest.

With respect to the alleged delay in executing the bridge contract, as discussed above, the Navy promptly prepared a request to authorize a bridge contract and a J&A for a sole-source bridge contract following BAH's protest of the initial award to ASC. See AR, Tab 23, Request for Bridge Contract Authorization (Nov. 30, 2015); Tab 20, J&A For Use Of Other Than Full & Open Competition (Dec. 1, 2015). Within two weeks of the procuring agency's decision to enter into a sole-source bridge contract, ASC filed the instant protest on December 16, which resulted in a stay of the award of the bridge contract. On December 22, the agency overrode the Competition in Contracting Act stay triggered by ASC's protest and issued an

amendment to the J&A. See AR, Tab 30, Override Notice (Dec. 22, 2015); Tab 54, Amended J&A For Use Of Other Than Full & Open Competition (Dec. 22, 2015). The bridge contract, dated December 24, was subsequently executed by both parties by December 29. AR, Tab 31, Contract No. N00039-16-C-0051, at 1. Under the circumstances, we do not find that the limited delay in executing the bridge contract undermines the agency's assertion that it had an urgent and compelling need to proceed with the bridge contract.

ASC also speculates that BAH was not able to immediately provide the services under the bridge contract. In this regard, the protester alleges that BAH began drawing down staff following the initial award to ASC, and then issued three job postings for positions that appeared to match those that were previously part of BAH's incumbent task order, ostensibly in anticipation of the award of the bridge contract. See ASC's Supp. Comments (Feb. 12, 2016) at 7-8. These allegations, however, are insufficient to demonstrate that the Navy unreasonably determined that BAH, whose incumbent task order ran through November 30, would be able to continue performance effective December 1, or that no other offeror would be capable of fully assuming performance on December 1.

Furthermore, to the extent that ASC alleges that the Navy should have competed the bridge contract requirements for a period of performance commencing on December 28, the record demonstrates that such an approach was not a viable option. The J&A detailed several ongoing requirements for performance extending into December 2015 and beyond. AR, Tab 20, J&A For The Use Of Other Than Full & Open Competition (Dec. 1, 2015), at 2-3. The J&A further concluded that "another contractor would need to develop and implement a management plan to recruit, hire and train employees and to become knowledgeable of critical and complex [agency] requirements." Id. at 2. In light of the ongoing nature of the government's requirements, ASC has failed to demonstrate that it would have been feasible to compete these requirements, or to select a new contractor to perform without interrupting these services. On this record, we find no basis to sustain ASC's challenge to the agency's award of the sole-source bridge contract to BAH.

The protest is denied.

Susan A. Poling
General Counsel