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Decision

Matter of: Abacus Technology Corporation; SMS Data Products Group, Inc.

File: B-413421; B-413421.3; B-413421.5; B-413421.6

Date: October 28, 2016

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Kevin P. Stiens, Esq., and Heather M. Mandelkehr, Esq., Department of the Air Force, for the agency.

Noah B. Bleicher, Esq., Louis A. Chiarella, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protests of evaluation of offerors' proposals with respect to staffing are denied where evaluations were reasonable and consistent with the solicitation; agency findings related to staffing approach, key personnel, and security clearance distribution were supported by the record.
 2. Protests alleging misleading discussions and objecting to agency's decision not to seek clarifications are denied where discussions were fair and meaningful and agency was under no obligation to seek clarifications.
 3. Protest of evaluation of awardee's proposal is denied where awardee's decision to propose optional personnel was not contrary to the solicitation and evaluation was otherwise unobjectionable.
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DECISION

Abacus Technology Corporation, a small business of Chevy Chase, Maryland, and SMS Data Products Group, Inc., a small business of McLean, Virginia, protest the issuance of a task order to Technica Corporation, a small business of Dulles,

Virginia, pursuant to request for proposals (RFP) No. FA7014-16-R-3000, issued by the Department of the Air Force for information technology and telecommunications services and support. The protesters challenge the evaluation of their proposals, including the adequacy of discussions, and Abacus also protests the evaluation of Technica's proposal.

We deny the protests.

BACKGROUND

On November 2, 2015, the Air Force issued the RFP pursuant to Federal Acquisition Regulation (FAR) subpart 16.5 to holders of Network-Centric Solutions-2 (NETCENTS-2) NetOps and Infrastructure small business indefinite-delivery, indefinite-quantity (IDIQ) contracts. The RFP provided for the issuance of a fixed-price-award-fee task order for a 1-year base period and four 1-year options for a wide range of information technology (IT) and telecommunications services and support for the the Air Force National Capital Region (AFNCR) and the National Military Command Center (NMCC). RFP §§ B, L; Performance Work Statement (PWS) ¶¶ 1.1.2. The PWS outlined numerous contractor requirements for the AFNCR enterprise,¹ such as program management (e.g., contract administration), IT operations and maintenance (e.g., help desk services), and planning and engineering, as well as support for the NMCC.² PWS ¶¶ 2.

Pursuant to the RFP, the task order was to be issued on a best-value basis, considering technical approach and price. RFP § M-1. With respect to technical approach, the RFP identified two factors: NMCC support and enterprise IT support. The NMCC support factor contained two subfactors and was to be evaluated on an acceptable/unacceptable basis. Id. § M-2.2.1. The AFNCR enterprise IT support factor contained three equally-weighted subfactors and was to be evaluated based on two "distinct but related" assessments resulting in a factor-level technical rating and technical risk rating. Id. § M-2.2.2. The RFP provided that the non-price factors were significantly more important than price. Id. § M-1.

¹ The AFNCR is the area in a 300-mile radius from the Pentagon and includes the Pentagon, Joint Base Andrews in Maryland, and Joint Base Anacostia-Bolling in Washington. PWS ¶¶ 8.1. The AFNCR enterprise includes all customers, services, systems, and capabilities to support Headquarters Air Force, Air Force District of Washington, Office of the Secretary of Defense, Joint Chiefs of Staff, and other Air Force agencies within the AFNCR, for military operations and missions. PWS, app. A, Glossary of Terms, at 76.

² The Air Force has been designated as the executive agent for the NMCC. PWS ¶¶ 2.4. The NMCC performs three mission functions: strategic watch, crisis response, and worldwide monitoring. Id.

Of relevance to these protests is the Air Force's evaluation under the first enterprise IT support subfactor, enterprise IT staffing plan. With respect to this subfactor, the RFP instructed offerors to submit, among other things, a staffing plan narrative that described personnel labor categories, experience, certifications, education levels, and security clearance levels. Id. § L-3.5.2.1. The staffing plan was to correlate with the PWS and work breakdown structure (WBS) and be supported by an offeror's labor summary table (included as exhibit D to the RFP). Id. In addition, the RFP advised that proposals were to be "clear, coherent, and prepared in sufficient detail for effective evaluation . . . against the evaluation criteria." Id. § L-3.1. Moreover, the RFP expressly advised that the Air Force would "not search for data to cure problems or address inconsistencies in an Offeror's proposal." Id. § M-2.1.

In evaluating proposals under the enterprise IT staffing plan subfactor, the Air Force would assess an offeror's approach to ensuring the full range of services in support of the PWS requirements. Id. § M-2.2.2.a. Specifically, the agency would review an offeror's staffing plan for correlation to the PWS, WBS, and labor summary, as well as to assess whether the staffing plan conveyed an understanding of the PWS requirements and included sufficient resources to meet the requirements. Id. In addition, an offeror's labor summary would be evaluated to determine whether it supported an understanding of the staffing requirements. Id.

As noted above, the evaluation under the AFNCR enterprise IT support factor was comprised of two ratings to be assigned at the factor level. First, the Air Force was to assess the quality of an offeror's technical proposal and identify strengths and deficiencies. Id. § M-2.2.2. For this aspect of the evaluation, the RFP identified the following technical ratings: blue/outstanding, purple/good, green/acceptable, yellow/marginal, and red/unacceptable. Id. Second, the agency was to assess an offeror's proposed technical solution and the risks associated with the solution. Id. For this assessment, the RFP identified the following technical risk ratings: low, moderate, and high. Id. According to the RFP, only proposals receiving a technical rating of at least green/acceptable and a technical risk rating of low or moderate would be considered for award. Id. §§ M-2.1.c., M-2.2.2.

The agency received 11 proposals by the submission deadline, including proposals from Abacus, SMS, and Technica. Abacus Contracting Officer's Statement (COS) at 6. A source selection evaluation board (SSEB) evaluated 4 of the 11 proposals as acceptable under the first technical factor, including the protesters' and awardee's. Abacus Agency Report (AR), Tab 38, Comparative Analysis Report and Award Recommendation (CAR), at 4, 14. The agency proceeded to evaluate these four proposals under the enterprise IT support factor. Following this assessment, the four remaining proposals initially were deemed unacceptable due to deficiencies and/or risks. Id. Thereafter, the agency entered into discussions with these offerors. Abacus AR, Tab 21, Decision to Proceed to Discussions, at 1.

On May 19, 2016, the agency provided the offerors with evaluation notices (ENs). Specifically, Abacus received seven ENs outlining five deficiencies and one risk under the enterprise IT staffing plan subfactor, and one risk under a different subfactor. Abacus AR, Tab 23, Abacus ENs, at 1-14. Of relevance here, two of the ENs related to the level of effort proposed by Abacus in the base year of performance and the qualifications of Abacus' proposed key personnel. Id. at 5, 7. SMS also received seven ENs, which related to three deficiencies under the enterprise IT staffing plan subfactor and four risks under the other two subfactors. SMS AR, Tab 23, SMS ENs, at 1-15. Among several other things, one of SMS's ENs focused on the firm's security clearance distribution. Id. at 3.

The Air Force received responses to the ENs on May 31 and final proposal revisions (FPRs) on June 8. Abacus COS at 8. The SSEB reviewed the final proposals, which resulted in a red/unacceptable and high risk rating for both Abacus' and SMS's proposals (as well as the fourth offer). Abacus AR, Tab 38, CAR, at 15; SNS AR, Tab 36, CAR, at 15. Technica's proposal, on the other hand, was rated green/acceptable and low risk under the enterprise IT support factor. Id.

The source selection authority acknowledged that Technica's proposal was the only offer that met the required evaluation criteria for possible tradeoff consideration. Abacus AR, Tab 39, Task Order Decision Document (TODD), at 7. Given this, the SSA selected Technica's \$224,402,153 offer as the best value to the government, and the Air Force issued the task order to Technica on July 15.³ Id.; Abacus COS at 9. Following receipt of written debriefings, Abacus and SMS protested.⁴

The protesters both challenge the agency's evaluation of their proposals under the enterprise IT staffing plan subfactor. Specifically, Abacus objects to the assignment of deficiencies and risks related to its staffing plan and labor summary, as well as proposed key personnel. Abacus also raises supplemental challenges to the acceptability of Technica's proposal, including allegations related to optional personnel proposed by Technica and the agency's price reasonableness determination. SMS protests the agency's conclusions regarding the firm's security clearance distribution. We have considered all of the protesters' arguments and find that none provides a basis to sustain the protest. We address the protesters' primary allegations below.

³ Abacus proposed to perform the requirements for \$205,704,309. Abacus Consolidated Protest at 7. SMS proposed to perform the requirements for \$153,974,659. SMS Protest at 8.

⁴ Because the awarded value of the task order at issue exceeds \$10 million, this procurement is within our Office's jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts. 10 U.S.C. § 2304c(e)(1)(B).

ISSUES RAISED BY ABACUS

Staffing Plan

First, Abacus protests the SSEB's assignment of deficiencies and risks related to the firm's staffing plan. The evaluators faulted Abacus' staffing plan because it did not show correlation to the PWS, WBS, and labor summary (exhibit D). Abacus AR, Tab 29, Technical Factor Chief (TFC) Summary, at 4. Additionally, the SSEB concluded that Abacus' proposal did not provide sufficient resources to meet the transition-in period requirements. Id. In this regard, the evaluators highlighted as a concern that Abacus proposed to first utilize more than [DELETED] percent of its full time employees (FTEs) on Day 61 of contract performance. Id. In addition, the evaluation team found that Abacus' proposed labor hours were inconsistent with the firm's approach for transition and did not provide for the "gradual assumption of responsibility" during transition, as required by the PWS. Id. The SSEB also highlighted a disconnect between Abacus' approach to recruit and hire non-incumbent personnel and what the firm proposed in its labor summary. Id.

Abacus asserts that its staffing plan complied with the PWS. In this regard, the protester highlights that the PWS provided that "[t]he incumbent contractor . . . remains responsible for meeting the Government's requirements during the first 60 days of this contract." Abacus Consolidated Protest at 11, citing PWS ¶ 2.6. Abacus maintains that it properly prorated labor hours in the base year to account for a 60-day transition period. Abacus Supp. Protest at 14. Abacus also argues that its staffing approach was consistent with its NMCC transition-in plan, which was rated acceptable.

The evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. Wyle Labs., Inc., B-407784, Feb. 19, 2013, 2013 CPD ¶ 63 at 6. In reviewing protests challenging an agency's evaluation of proposals, even in a task order competition, we do not reevaluate proposals, but rather we examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. Booz Allen Hamilton, Inc.; Leidos Inc., B-410032.4 et al., Mar. 16, 2015, 2015 CPD ¶ 108 at 5. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. STG, Inc., B-405101.3 et al., Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

Here, we find reasonable the agency's concerns regarding Abacus' staffing. The PWS provided that during the 60-day transition-in period the contractor would "gradually assume responsibility for all service areas, full manning, and physical resources required for contract performance." PWS ¶ 2.6. In addition, the RFP required offerors to propose a staffing plan with sufficient resources to meet the

agency's requirements. RFP §§ L-3.5.2, M-2.2.2.a. The record reflects that Abacus submitted a staffing approach where [DELETED] percent of the personnel proposed ([DELETED]) would begin contract performance 61 days after contract award. Abacus AR, Tab 33, Abacus Labor Summary (Exhibit D); see also Abacus Consolidated Protest at 11 (noting the provision of [DELETED] FTEs on Day 1, [DELETED] FTE on Day 10, [DELETED] FTEs on Day 19, [DELETED] FTEs on Day 29, [DELETED] FTEs on Day 34, and the remaining FTEs on Day 61); Tab 24, Abacus Responses to ENs, at 12-13 (discussing transition personnel). The evaluation team reviewed Abacus' staffing and reasonably determined, for a number of reasons, that the firm's approach was insufficient and did not demonstrate adequate resources to meet the transition period requirements and gradually assume responsibility for all PWS requirements. See Abacus AR, Tab 29, TFC Summary, at 4. For example, the contracting officer points to "key areas" in the PWS, such as NMCC Red Defense Red Switch Network and NMCC system program management, that all lacked Abacus personnel until after completion of the transition period. Abacus COS at 24. In addition, the record confirms that while Abacus proposed to hire non-incumbent personnel during the first 2 weeks of performance, its labor summary (exhibit D) did not account for these personnel until Day 61 of performance, after the transition-in period. See Abacus AR, Tab 32, Abacus Proposal - Technical Factor 1, at 8; Tab 33, Abacus Labor Summary (Exhibit D); Abacus COS at 23.

While Abacus disagrees with the agency's assessment, it has not shown it to be unreasonable or contrary to the solicitation. In this regard, Abacus made the business decision to first utilize [DELETED] percent of its personnel on Day 61 of the contract because, as Abacus now explains, "gradual assumption of responsibilities was deemed to be too risky." Abacus Consolidated Protest at 12. The SSEB fully considered Abacus' approach and reached the opposite conclusion, finding that Abacus' back-loaded approach was risky and could "impact the mission." See Abacus AR, Tab 29, TFC Summary, at 4. Based on our review of the record, we find the agency's evaluation to be unobjectionable.⁵

We also find unpersuasive Abacus' argument that the evaluation was unreasonable because the SSEB previously had deemed Abacus' transition-in plan acceptable as part of its evaluation under the first technical factor (NMCC support). In this respect, Abacus' narrative transition-in plan did not include information regarding staffing levels for the transition period. See Abacus AR, Tab 32, Abacus Proposal - Technical Factor 1, at 7-11. Upon review of Abacus' labor summary--a different part of Abacus' proposal than what was assessed under the NMCC support factor--

⁵ In this regard, we disagree with Abacus that its staffing approach of relying on [DELETED] percent of its personnel during the transition-in period was mandated by the solicitation and/or that the agency's evaluation revealed a latent ambiguity regarding the transition-in period. See Abacus Supp. Protest at 15.

the evaluators reasonably concluded that the firm's proposed labor hours did not provide for utilization of FTEs consistent with what Abacus had proposed in its NMCC transition-in plan. See Abacus AR, Tab 29, TFC Summary, at 4.

More specifically, Abacus' NMCC transition-in plan outlined a plethora of "standard" transition period tasks, as well as numerous "NMCC-unique transition activities." Abacus AR, Tab 32, Abacus Proposal - Technical Factor 1, at 8-9. Upon reviewing Abacus' labor summary, the SSEB reasonably determined that the [DELETED] FTEs that Abacus proposed for Day 1 (for NMCC tasks) was insufficient to perform the transition-in activities outlined in the firm's previously-reviewed transition-in plan. See Abacus AR, Tab 29, TFC Summary, at 4. Because the SSEB's evaluation conclusions focused on different aspects of Abacus' proposal and transition approach, we find no merit to the protester's suggestion that an acceptable transition-in plan (under the first factor) dictated a similar enterprise IT staffing plan assessment (under the second factor).

Conduct of Discussions

We also find no merit to Abacus' contention that the agency conducted misleading discussions with the firm regarding the staffing concerns.

As noted above, this procurement was conducted as a competition between IDIQ contract holders pursuant to section 16.505 of the FAR, which does not establish specific requirements for conducting clarifications or discussions. See Companion Data Servs., LLC, B-410022, B-410022.2, Oct. 9, 2014, 2014 CPD ¶ 300 at 12. Where, as here, however, an agency conducts a task order competition as a negotiated procurement, our analysis regarding fairness will, in large part, reflect the standards applicable to negotiated procurements. See, e.g., TDS, Inc., B-292674, Nov. 12, 2003, 2003 CPD ¶ 204 at 4. That said, even in a negotiated procurement conducted pursuant to FAR part 15, to satisfy the requirement for meaningful discussions, the agency need only lead an offeror into the areas of its proposal requiring amplification or revision. ITT Fed. Sys. Int'l Corp., B-285176.4, B-285176.5, Jan. 9, 2001, 2001 CPD ¶ 45 at 7. An agency need not "spoon-feed" an offeror as to each and every item that could be revised to improve an offeror's proposal. L-3 Sys. Co., B-404671.2, B-404671.4, Apr. 8, 2011, 2011 CPD ¶ 93 at 15.

As previously discussed, the agency provided Abacus with several ENs, two of which related to the evaluators' concerns with Abacus' staffing. Specifically, the agency advised Abacus that:

Your proposal does not support an understanding of PWS Paragraph 2, AFNCR IT Requirements, as you use a basis of 1567 labor hours per labor year per FTE for the Base Year with no explanation of the

variance from Years 2-5, in which you propose 1880 labor hours per labor year per FTE.

You do not demonstrate how 1567 hours can provide uninterrupted support to meet all PWS requirements in the Base Year (i.e., 12 months) with the number of FTEs represented in your proposal.

Please address this deficiency in your proposal.

Abacus AR, Tab 23, Abacus ENs, at 5. In a related evaluation notice, the agency explained:

Your Staffing Plan (narrative) does not correlate to labor hours listed in Exhibit D (Labor Summary) and Exhibit D (Labor Summary) contains inconsistencies.

- Your Staffing Plan (narrative) only shows correlation with the Base Year and not Years 2 through 5.

- The inconsistencies between labor hours and basis of estimate in Exhibit D make it difficult to understand how service would be provided to the Government.

Please address this deficiency in your proposal.

Id. at 9 (emphasis removed). In response, Abacus sought clarification “as to why the Government wishes us to price our proposal as if we were at full staff as of the day of award.”⁶ Abacus AR, Tab 15, EN Questions and Answers (Q&As), at 6. The agency answered by reiterating that Abacus’ labor summary did not “satisfy the full requirement . . . [to] provide uninterrupted support in the Base Year (i.e., 12 months).” Id. at 7 (underline in original).

Nevertheless, in its official response to the evaluation notices, the protester maintained its 1,567-hour baseline as the “number of productive hours” for each FTE, which reflected 1,880 hours per year prorated to 10 months of performance.⁷

⁶ The agency provided offerors an opportunity to ask questions regarding their evaluation notices prior to submitting responses. Abacus COS at 8.

⁷ Elsewhere in its response to the evaluation notices, Abacus explained that it corrected its use of “1,567 [hours] as a 1 FTE equivalency for the base year--which was done in order to exclude the Transition-in period.” Abacus AR, Tab 24, Abacus Responses to ENs, at 21. Such correction is not reflected in its updated labor summary, though, and the seemingly inconsistent responses are not otherwise

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Abacus AR, Tab 24, Abacus EN Responses, at 11. Abacus further explained that its proposed staffing plan was sufficient to provide “uninterrupted support to meet all PWS requirements in the 10 non-transitional months of the Base Year,” despite the agency’s unequivocal request for uninterrupted support during the full 12-month base period. See id. Significantly, Abacus also acknowledged an “inadvertent omission” in which the firm “mistakenly” failed to include, in its labor summary, any FTEs for the transition-in plan. Id. at 12-13. Thus, the firm identified [DELETED] specific personnel to perform [DELETED] hours during the transition-in period (out of [DELETED] total base year hours proposed, or [DELETED] percent of its base year labor hours). Id. Ultimately, the agency considered Abacus’ revised approach and, as discussed above, reasonably concluded that the proposed staffing for the transition-in period was insufficient to meet the PWS requirements.

In our view, the Air Force conducted meaningful discussions. The agency properly led Abacus to the areas of concern; specifically, Abacus’ decision to initially propose staffing for only 10 months of performance for the base period. The Air Force expressly advised that the base period was 12 months and emphasized that the agency expected uninterrupted support during the base period. Abacus revised its proposal by identifying [DELETED] personnel for the transition-in period--only [DELETED] for Day 1 of performance--but seemingly ignored the remainder of the agency’s staffing concern, maintaining a 10-month base period for [DELETED] percent of its personnel. Based on the record here, the agency was under no obligation to provide any additional guidance or proposal direction to Abacus. See L-3 Sys. Co., supra.

In addition, despite Abacus’ question regarding why the Air Force wanted the firm to price its proposal as if it were at “full staff” upon contract award, nothing in the record supports that the agency had this preference. Likewise, we see no conflict with the PWS provision noting that the incumbent would be responsible for meeting the government’s requirements during the transition-in period, and the agency’s advisement that the base period was 12 months, especially given that the contractor was to work with the incumbent to ensure uninterrupted contract support. See PWS ¶ 2.6. Ultimately, the protester’s proposed staffing approach for the transition-in period resulted in the negative evaluation, not discussions.

Key Personnel

Next, Abacus protests the assignment of a deficiency and related risk for failing to address all of the PWS requirements with respect to four of its key personnel. Abacus argues that each of its key personnel met or exceeded the solicitation

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reconciled. See Abacus AR, Tab 33, Abacus Labor Summary (Exhibit D); Tab 44 Abacus Labor Summary (Exhibit D) - EN Corrections.

requirements, and that the Air Force's evaluation reflects disparate treatment. The record demonstrates otherwise.

The PWS identified nine positions as "essential to the performance of the contract" and set out minimum requirements for each of these key personnel. PWS ¶¶ 7.1, 7.3. For example, among the various qualifications for the network control center (NCC) manager was "a minimum of a Bachelor's degree in Information Technology, Information Systems, or Computer Science." PWS ¶ 7.3.4. Similarly, the NMCC multimedia system engineer was to have "proficiency in Electronic Industries Association [EIA] standards, and possess certifications or have completed training from an organization such as the Society of Broadcast Engineers (SBE)," among other qualifications. PWS ¶ 7.3.5.

Where a solicitation states that the qualifications of key personnel will be evaluated, and a proposal fails to demonstrate that key personnel hold qualifications that the solicitation requires them to possess, the proposal may be evaluated unfavorably. See Computer World Servs. Corp., B-410567.2, B-410567.3, May 29, 2015, 2015 CPD ¶ 172 at 6.

Here, the record supports the reasonableness of the agency's evaluation of key personnel. With respect to the NCC manager, the record reflects that Abacus' proposed candidate possessed a bachelor's degree in electrical engineering, which was not one of the degree fields mandated in the PWS. See Abacus AR, Tab 33, Abacus Technical Proposal - Final, at 8. Moreover, despite the protester's contention that an electrical engineering degree is "commonly understood to be an equivalent field of study to Computer Science,"⁸ see Abacus Supp. Protest at 21, the PWS did not allow for any substitute degrees for this key position (as it did for others).⁹ Compare PWS ¶ 7.3.4 with PWS ¶¶ 7.3.5, 7.3.6 (permitting either the degree stipulated or a degree in a "related field or equivalent combination of training

⁸ Abacus made no attempt in its proposal to explain why, in its view, the electrical engineering degree was synonymous with the degrees stipulated in the PWS; Abacus saved this argument for its protest.

⁹ Further, prior to proposal submissions, an offeror asked the Air Force whether the agency would review and approve key personnel on a case-by-case basis where not all specified qualifications were met, and provided as an example the "substitution of equivalent or related degrees where IT degrees are specified (e.g. engineering). . . ." Abacus AR, Tab 13, RFP Q&A Posting 4, Question 189, at 7. In response, the agency advised: "No, the Government is not willing to review and approve proposed key personnel on a case-by-case basis where not all specified qualifications are met." Id. Thus, while an electrical engineering degree may be related to what the PWS sought, the agency was under no obligation to accept the different degree.

and experience”); see also PWS ¶ 7.3.8 (expressly requiring, inter alia, a degree in electrical engineering for the chief technical officer). Given this, we agree with the agency that Abacus’ proposed NCC manager failed to meet the degree requirements stipulated in the PWS.

Likewise, with respect to the NMCC multimedia system engineer position, Abacus’ proposal is silent regarding the required proficiency in EIA standards and certifications or training from SBE or equivalent organizations. In this regard, Abacus’ proposal stated that its candidate has “26 years of experience in systems installation” and “[e]xtensive on-the-job training,” but did not describe how such experiences and training met the PWS requirements. See Abacus AR, Tab 33, Abacus Technical Proposal - Final, at 8.

We disagree with Abacus that the candidate’s “significant professional experience,” without more, “clearly establishes his ‘proficiency’ in EIA [s]tandards and relevant training.” Abacus Supp. Protest at 21. We also find unavailing the protester’s argument that its candidate met the requirements simply because he or she served as the NMCC multimedia system engineer for the incumbent contractor. See id. It is an offeror’s obligation to prepare a proposal that adequately addresses the solicitation requirements. SPAAN Tech, Inc., B-400406, B-400406.2, Oct. 28, 2008, 2008 CPD ¶ 46 at 7. Merely proposing an incumbent employee, or one with “significant professional experience,” does not establish that the individual fulfills the requirements under a subsequent solicitation. Put simply, the solicitation clearly stipulated minimum qualifications for key personnel, and Abacus’ proposal failed to demonstrate compliance with all of the qualifications in four instances, thus appropriately resulting in a deficiency.¹⁰

Abacus also argues that the evaluation of key personnel reflects disparate treatment, because the agency allegedly applied a more rigid standard during its evaluation of Abacus’ proposal as compared to Technica’s. It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation’s requirements and evaluation criteria. ADNET Sys, Inc.; North Star Group, LLC; et al., B-408685.3 et al., June 9, 2014, 2014 CPD ¶ 173 at 16. 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 offerors’ proposals. Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 6. Abacus has not made this showing.

¹⁰ For the record, we also find no basis to object to the agency’s conclusions with respect to the qualifications of Abacus’ proposed financial manager and NMCC telecommunications systems engineer.

For example, the protester complains that Technica's proposed NMCC multimedia system engineer did not meet the PWS's requirement of 10 years of experience in nuclear command and control systems operations and management, and the awardee's proposal included only a "nebulous assertion of experience" with EIA standards. See Abacus Supp. Protest at 23. Notwithstanding these allegations, the record reflects that Technica expressly stated in its proposal that its candidate had "33 years of experience in Command Center operations and Nuclear Command and Control systems O&M." Abacus AR, Tab 48, Technica Technical Proposal - Final, at 43. Thus, this aspect of Abacus' challenge is factually baseless. In addition, Technica represented that its candidate was "[h]ighly knowledgeable regarding . . . EIA standards." Id. We find unobjectionable the agency's explanation that Technica provided the "minimally technically acceptable information," particularly in comparison to Abacus' proposal, which provided no discussion of whether its candidate for this position had proficiency in EIA standards. See Abacus Supp. Memorandum of Law (MOL) at 6.

In addition, Abacus complains that it was unreasonable for the agency to accept Technica's proposed communication focal point manager and chief technical officer, while taking issue with Abacus' proposed financial manager. The PWS required the communication focal point manager possess, inter alia, a bachelor's degree in IT or computer science. PWS ¶ 7.3.9. Technica represented that its candidate possessed a bachelor of science in computer information system management. Abacus AR, Tab 48, Technica Technical Proposal - Final, at 45. The agency explains that the evaluators considered this degree "synonymous" with an IT degree because it is "widely regarded as a degree track within the degree field of Information Technology."¹¹ Abacus Supp. MOL at 7.

We find this explanation sufficient, and disagree with Abacus that it reflects a more relaxed review of Technica's candidates as compared to Abacus'. In this regard, for

¹¹ The agency reached similar conclusions with respect to Technica's proposed chief technical officer, finding that the candidate's master's degree from the Naval Postgraduate School (NPS) was synonymous with the PWS degree requirement. However, in defense of this protest ground the agency seemingly relies on NPS curricula for two different master's degree programs. See Abacus Supp. Comments at 14-15. Nevertheless, our review of the applicable curriculum materials submitted by the agency supports the reasonableness of the agency's ultimate conclusion. See Abacus Supp. MOL, attach. 3, NPS Curriculum, at 86-89. Regardless, even if we were to accept that Technica's candidate's master's degree was not precisely what the PWS sought, we fail to see how this sole issue--as compared to the multiple deficiencies and risks in Abacus' proposal--would have changed the outcome in this procurement in Abacus' favor such that the protester suffered prejudice. See, e.g., Technology Mgmt. Co., B-409976, Sept. 26, 2014, 2014 CPD ¶ 294 at 6 (competitive prejudice is an essential element of a viable protest).

example, while Abacus believes its NCC manager's electrical engineering degree was equivalent to what the PWS required, as discussed above, the agency reasonably did not. Similarly, while the PWS required that the financial manager possess a bachelor's degree in accounting or finance, PWS ¶ 7.3.3, Abacus proposed a candidate with a bachelor's degree in business administration and management, which is not an equivalent degree, and is clearly contrary to the solicitation.¹² Abacus AR, Tab 33, Abacus Technical Proposal - Final, at 8. On this record, we find no merit to Abacus' allegations of disparate treatment.

Technica's Proposal

Lastly, Abacus argues that the agency should have rejected Technica's proposal because the awardee allegedly took exception to the fixed-price nature of the contract and allegedly failed to provide sufficient bases of estimates for its proposed labor. Abacus also complains that the Air Force conducted a flawed price reasonableness evaluation because it relied, in part, on the unacceptable offerors' proposed prices. We have considered each of these allegations and find that none furnishes a basis to sustain the protest.¹³

For example, we disagree with Abacus that the [DELETED] optional FTEs proposed by Technica should have resulted in the rejection of Technica's proposal. In this

¹² We disagree with Abacus that its financial manager actually exceeded the PWS requirements by virtue of possessing a master's in business administration (MBA). See Abacus Supp. Protest at 20. In this regard, while an MBA is a prestigious advanced degree, it is not what the solicitation here required for the financial manager position. Indeed, as the agency notes, an MBA does not require knowledge of accounting or finance, which are the areas in which the agency sought expertise in. Abacus Supp. MOL at 4. To the extent Abacus is arguing that the agency should have accepted the MBA in lieu of the required undergraduate degree, we point out that the agency has the discretion to determine its needs and the best method to accommodate them; disagreement with the agency's judgment concerning the agency's needs and how to accommodate them does not show that the agency's judgment is unreasonable. See Womack Mach. Supply Co., B-407990, May 3, 2013, 2013 CPD ¶ 117 at 3-4.

¹³ Despite its unacceptable proposal, Abacus is an interested party to challenge the award to Technica because it argues that the awardee's proposal should have been rejected as well, and because there were no other acceptable offers. See Lulus Ostrich Ranch, B-408993.2, Feb. 21, 2014, 2014 CPD ¶ 70 at 3 n.7; Eagle Mktg. Group, B-242527, May 13, 1991, 91-1 CPD ¶ 459 at 2-3 (un-awardable protester found to be an interested party to challenge awardee because there were no other offerors eligible for award other than the awardee, and the protester would be eligible to participate in a resolicitation if its protest was upheld).

regard, the RFP plainly contemplated optional projects to cover the possibility that the NMCC workloads ended up being greater than projected.¹⁴ See RFP, ex. B, Contract Line Item (CLIN) Price Breakout, at 5126-27; PWS ¶ 2.3.5 (for project management tasks, “[c]ontractor shall staff to manage a minimum of 10 projects and an option of up to 200 projects per year”); see also Abacus AR, Tab 13, RFP Q&A Posting 4, Questions 217-19, at 9 (discussing optional projects). Indeed, the PWS outlined a process for executing and managing additional projects above the baseline staffing requirement. PWS ¶ 2.3.5. Thus, optional effort was anticipated by the solicitation, and an offeror’s decision to propose optional staff to meet the optional requirements is not contrary to the solicitation nor does it reflect a rejection of the fixed-price nature of this procurement.

Moreover, contrary to Abacus’ argument, the record reflects that Technica fully explained its optional FTEs in its proposal, and the agency was well aware of the awardee’s staffing approach to perform optional projects.¹⁵ See, e.g., Abacus AR, Tab 48, Technica Technical Proposal - Final, at 37, 39-40 (identifying [DELETED] optional FTEs to perform PWS ¶ 2.3.5 optional projects and [DELETED] optional FTE to support voice systems); Tab 36, FPR Review, at 2 (noting that “[DELETED] FTEs are optional [Base Year] through [Option Year] 4”). In addition, the price associated with the optional FTEs was included in the evaluation of Technica’s price. Abacus AR, Tab 53, Technica Price Proposal, at 4-5; see Tab 12, RFP Q&A Posting 3, Question 135, at 3 (confirming that optional tasks were to be priced). Although Abacus is offended by Technica’s approach to staffing these optional efforts, the protester has not demonstrated that such an approach was contrary to the solicitation or otherwise objectionable.

In sum, we find reasonable the evaluation of Abacus’ proposal; the record supports the agency’s concerns regarding Abacus’ staffing plan and key personnel. We also find that Abacus’ complaints regarding Technica’s proposal fail to provide a basis to sustain the protest.¹⁶

¹⁴ The PWS defined “projects” as separate from routine requirements. Projects were to support new or improved products and services with greater complexity, depth of scope, and significance of engineering expertise. PWS ¶ 2.3.5.

¹⁵ By way of comparison, Abacus made the business decision to propose staffing for the full 200 projects. Abacus AR, Tab 33, Abacus Proposal - Labor Summary, Line 301.

¹⁶ For instance, Abacus complains that Technica’s basis of estimate information was inadequate. On this point, we agree with the agency and intervenor that the RFP did not require detailed basis of estimate information in offerors’ labor summaries, and fail to see how the amount of information Technica provided reflects a material noncompliance that warranted rejection of Technica’s proposal. In any event, in another portion of its proposal, Technica provided detailed

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ISSUES RAISED BY SMS

Next, we address the merits of SMS's protest allegations. SMS also challenges the evaluation of its proposal under the enterprise IT staffing plan subfactor, specifically focusing on the agency's concerns regarding security clearances. In SMS's view, the firm provided all of the required information with "exacting detail," and the protester argues that the Air Force should have sought clarifications if the agency had questions with respect to security clearance distribution. SMS Protest at 10.

Security Clearance Distribution

By way of additional background, the PWS required that all contractor personnel possess at least a secret security clearance and that some FTEs have either a top secret or a top secret with sensitive compartmented information (TS/SCI) access security clearance. PWS ¶ 6.2. The PWS also outlined the security clearances required for personnel at 12 different places of performance. PWS, app. G, Security Clearances by Site, at 1. For instance, for the Pentagon (general site), the PWS required personnel with secret security clearances; for the NMCC, the PWS required that all personnel have TS/SCI clearances; and for Joint Base Andrews (Building 1558 Data Center), the PWS required 75 percent of the personnel have secret and 25 percent have TS/SCI security clearances. Id. Notably, although the PWS mentioned the potential need for contractor personnel with top secret clearances, the "Security Clearances by Site" appendix did not identify the need for any personnel with top secret clearances (without SCI access) at any of the 12 sites identified. See id.

In its initial proposal, SMS acknowledged that all contractor employees assigned to the NMCC had to have TS/SCI clearances, while personnel performing AFNCR enterprise tasks were to maintain various TS/SCI, top secret, and secret clearances to meet requirements. SMS AR, Tab 18, SMS Technical Proposal - Initial, at 25. As part of its staffing plan, SMS included a staffing matrix (Table 3-12) that listed the numerous PWS and WBS tasks/paragraphs, SMS's proposed labor categories for each task, the proposed FTEs by period of performance for each task, and the security clearances for the proposed personnel performing the task (i.e., secret, top secret, or TS/SCI). Id. at 53-56. In this initial version of Table 3-12, SMS listed all

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justification for the firm's proposed staffing, thus permitting a reasonable evaluation. Likewise, the agency's determination that Technica's price was reasonable is also unobjectionable. See Hawkeye Glove Mfg., Inc., B-299237, Mar. 6, 2007, 2007 CPD ¶ 49 at 3-4 (finding unobjectionable an agency's consideration of prices of rejected proposals as part of its price analysis, where the basis for the rejection of the proposals was not related to price, and where the agency also took into account other price information).

FTEs performing at the NMCC as possessing TS/SCI clearances, and the firm listed more than [DELETED] FTEs with secret clearances and [DELETED] FTEs with top secret clearances for performance of the AFNCR enterprise IT tasks.¹⁷ Id.

The SSEB reviewed SMS's initial proposal and noted several deficiencies that prompted evaluation notices. With respect to security clearances, the Air Force advised SMS that its proposal was deficient because the firm's staffing plan did not address security clearance distribution by site. SMS AR, Tab 23, SMS ENs, at 3.

In response to the evaluation notice, SMS acknowledged that "several sites require a percentage of personnel to have clearance levels above the minimum [s]ecret level," and the firm submitted an updated staffing matrix. SMS AR, Tab 24, SMS Responses to ENs, at 6-10. In this second version of Table 3-12, SMS removed all references to top secret clearances and added numerous FTEs with TS/SCI clearances to perform various tasks across the AFNCR enterprise effort. Id. at 7-10. SMS also included a new table (Table 3-12a) that purported to describe staff security clearance distribution by site and FTE count. Id. at 6. Specifically, Table 3-12a delineated four "primary" site locations--Pentagon, Andrews, Anacostia-Bolling, and NMCC--and noted the count and percentage of proposed FTEs with secret and with TS/SCI clearances for each of the four locations; the table did not identify any FTEs with top secret-only clearances.¹⁸ Id.

Shortly thereafter, SMS submitted its final proposal. In its final proposal, SMS submitted a third version of its staffing matrix (Table 3-12), as well as a revised version of its new Table 3-12a. SMS AR, Tab 33, SMS Technical Proposal - Final, at 52-55. In this final version of its staffing matrix, SMS reverted back to citing three different security clearance levels for its personnel--secret, top secret, and TS/SCI--with all TS/SCI personnel assigned only to the NMCC. Id. In addition, this third version included other changes to the security clearance levels of FTEs proposed for AFNCR enterprise tasks. E.g., compare id. at 52 (proposing an FTE with a secret clearance for PWS ¶ 2.1.8 and an FTE with a top secret clearance for PWS ¶ 2.1.9) with Tab 24, SMS Responses to ENs, at 7 (proposing an FTE with a TS/SCI clearance for PWS ¶ 2.1.8 and an FTE with a secret clearance for PWS

¹⁷ SMS also included two other tables that outlined for each labor category the level of experience and education, certifications, and clearance levels. SMS AR, Tab 18, SMS Technical Proposal - Initial, at 51-53. As with the staffing matrix, the labor categories supporting the NMCC had TS/SCI clearances (Table 3-10) and the labor categories supporting the AFNCR enterprise had primarily secret clearances with five labor categories having top secret clearances (Table 3-11). Id.

¹⁸ Responses to evaluation notices had to be incorporated into an offeror's final proposal to be considered in the agency's final evaluation. SMS AR, Tab 22, SMS EN Notification Letter, at 1.

¶ 2.1.9). With respect to Table 3-12a, SMS's final version included the same FTE breakdowns, but whereas SMS's original Table 3-12a included a column for TS/SCI FTEs, the final version changed that column heading to "TS and TS/SCI FTEs." SMS AR, Tab 33, SMS Technical Proposal - Final, at 55.

As noted above, the SSEB reviewed SMS's final proposal and ultimately assigned the proposal red/unacceptable and high risk ratings due to concerns with the security clearance levels of SMS's proposed personnel. SMS AR, Tab 29, TFC Summary, at 3-4. The agency maintains that it properly evaluated SMS's proposal, which included inconsistencies and insufficient information for the evaluators to determine compliance with the PWS's security clearance requirements.

It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. ACC Constr.-McKnight JV, LLC, B-411073, Apr. 30, 2015, 2015 CPD ¶ 147 at 5. An offeror runs the risk that a procuring agency will evaluate its proposal unfavorably where it fails to do so. Int'l Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7.

Here, we have no basis to question the agency's evaluation of SMS's proposal under the enterprise IT staffing plan subfactor. In this regard, the record confirms the validity of the evaluation team's several concerns regarding the levels and distribution of SMS's security clearances. First, the record is clear that offerors were to propose personnel with TS/SCI clearances for numerous AFNCR enterprise tasks. PWS, app. G, Security Clearances by Site, at 1. In its staffing matrix, SMS failed to identify any individuals with TS/SCI clearances for tasks outside of the NMCC; for all AFNCR enterprise tasks, SMS's final staffing matrix provided for personnel with either secret or top secret clearances.¹⁹ See SMS AR, Tab 33, SMS Technical Proposal - Final, at 52-55.

Next, even after considering the information provided in Table 3-12a, the evaluators reasonably had concerns with SMS's proposed security clearance distribution by site. See SMS AR, Tab 29, TFC Summary, at 4. In this regard, SMS's Table 3-12a aggregated security clearance distributions for four primary sites, but it failed to

¹⁹ The protester's suggestion that concerns with its staffing matrix reflect consideration of unstated evaluation criteria is wholly unavailing. See SMS Supp. Protest at 12-14. Although the RFP did not require a position-by-position breakdown of security clearances, the protester nevertheless included this information in its proposal for the agency's consideration. In any event, regardless of how the security clearance information was presented by SMS, the evaluators concern was that SMS failed to provide FTEs with the security clearances required by the PWS and not specifically SMS's inadequate position-by-position breakdown. SMS AR, Tab 29, TFC Summary, at 4.

depict the distribution for each of the specific sites highlighted in the PWS. See SMS AR, Tab 33, SMS Technical Proposal - Final, at 55. For example, the PWS stated different security clearances requirements for FTEs assigned to the three Pentagon sites: personnel at the Pentagon general site were to possess secret security clearances; 75 percent of the personnel at the Pentagon help desk had to have secret clearances and 25 percent had to have TS/SCI clearances; and all personnel at the Pentagon Air Force Service Watch Cell had to possess TS/SCI clearances. PWS, app. G, Security Clearances by Site, at 1. In its final proposal, SMS provided aggregated information, simply noting that out of [DELETED] FTEs proposed for the Pentagon, [DELETED] held secret clearances ([DELETED] percent) and [DELETED] had either top secret or TS/SCI clearances ([DELETED] percent).²⁰ SMS AR, Tab 33, SMS Technical Proposal - Final, at 55. By lumping all personnel proposed for the Pentagon in the same bucket, the firm failed to provide sufficient information for the agency to determine whether the PWS security clearance requirements would be met. Similarly, combining both top secret and TS/SCI personnel in the same grouping meant that the evaluators could not conclusively determine which FTEs held top secret or TS/SCI clearances within a specific location. See SMS COS at 15.

In addition, the evaluators noted several inconsistencies with respect to SMS's proposed security clearances. For instance, whereas SMS's staffing matrix (Table 3-12) depicted a top secret clearance for an applications systems analyst (senior) for AFNCR help desk tasks, SMS's labor summary (exhibit D) depicted a secret clearance for the same individual. Compare SMS AR, Tab 33, SMS Technical Proposal - Final, at 53 with Tab 43, SMS Labor Summary (Exhibit D), at 164. Likewise, in its staffing matrix SMS proposed an applications systems analyst (journeyman) with a top secret clearance for AFNCR enterprise converged infrastructure system tasks, but the firm represented in its labor summary that the same individual possessed only a secret clearance. Compare SMS AR, Tab 33, SMS Technical Proposal - Final, at 54 with Tab 43, SMS Labor Summary (Exhibit D), at 297.

²⁰ As a more telling example, the PWS required that personnel at Joint Base Anacostia-Bolling (JBAB) (general site) have secret clearances and that 25 percent of the personnel assigned to the help desk at JBAB have TS/SCI clearances (and the remainder have secret clearances). PWS, app. G, Security Clearances by Site, at 1. In its proposal, SMS depicted that [DELETED] FTEs ([DELETED] percent) assigned to JBAB possessed either top secret or TS/SCI clearances. SMS AR, Tab 33, SMS Technical Proposal - Final, at 55. Because it is unclear from Table 3-12a how many of the [DELETED] FTEs proposed for JBAB would be assigned to the help desk specifically, the agency was unable to confirm that SMS's proposal met the PWS requirement that 25 percent of the personnel possess TS/SCI clearances.

On this record, we find unobjectionable the agency's conclusion that SMS's proposal did not reflect an understanding of the staffing requirements. Offerors are responsible for submitting well-written proposals with adequately detailed information that allows for meaningful review by the procuring agency. See Hallmark Capital Grp., LLC, B-408661.3 et al., Mar. 31, 2014, 2014 COD ¶ 115 at 9. Here, the record is clear that SMS failed to include sufficient information and introduced inconsistencies into its final proposal that reasonably resulted in a deficiency related to security clearance distributions. The protester's objections to the Air Force's conclusions fail to demonstrate an unreasonable evaluation or provide a basis to sustain the protest.²¹

Clarifications

We also find no merit to SMS's argument that the Air Force should have sought clarifications from the firm regarding its security clearance levels. SMS maintains that clarifications were appropriate because the firm "merely . . . had to edit a few affected tables," which, according to SMS, would have been "particularly quick and easy." SMS Supp. Protest at 22.

In a negotiated procurement conducted pursuant to FAR part 15 (which is not directly applicable here), clarifications are "limited exchanges" agencies may use to allow offerors to clarify certain aspects of their proposals or resolve minor or clerical mistakes. FAR § 15.306(a)(2); Envtl. Quality Mgmt., Inc., B-402247.2, Mar. 9, 2010, 2010 CPD ¶ 75 at 6. Although agencies have broad discretion as to whether to seek clarifications from offerors, even under FAR part 15, offerors have no automatic right to clarifications regarding proposals, and such communications cannot be used to cure proposal deficiencies or material omissions, materially alter

²¹ For instance, the protester's focus on different evaluation conclusions noted in individual evaluator worksheets--completed prior to the SSEB reaching consensus--and the lack of an explanation as to why those conclusions did not control is misplaced. In this regard, it is not unusual for individual evaluator ratings to differ significantly from one another, or from the consensus ratings eventually assigned; indeed, the reconciling of such differences among evaluators' viewpoints is the ultimate purpose of a consensus evaluation. J5 Sys., Inc., B-406800, Aug. 31, 2012, 2012 CPD ¶ 252 at 10. Our overriding concern is not whether an agency's final ratings are consistent with preliminary ratings, but whether they reasonably reflect the relative merits of the proposals, consistent with the solicitation, such is the case here. Id.; see SMS AR, Tab 29, TFC Summary, at 1-107. Similarly, despite SMS's suggestions otherwise, we have no basis to conclude that the TFC Summary, which the agency explains is the consensus evaluation report, is anything but. See SMS Supp. MOL at 2 ("[D]uring consensus meetings, all four evaluators agreed SMS's proposal was deficient and did not meet the requirements relating to security clearances.").

the technical or cost elements of the proposal, and/or otherwise revise the proposal. STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 8-9.

Here, we agree with the Air Force that the inconsistencies in SMS's final proposal were not minor clerical errors that could simply be remedied through clarifications. Instead, the record supports the agency's position that SMS's errors "demonstrated a consistent failure to understand the requirements or the ability to properly propose in a manner that clearly demonstrated otherwise." SMS COS at 18. In this regard, the agency explains that the evaluators were perplexed that the staffing tables included in SMS's final proposal were inconsistent with what the protester submitted in response to the evaluation notices; in fact, the contracting officer initially thought that SMS erred in transposing the information from the evaluation notice response. SMS COS at 19. Therefore, he instructed the evaluation team to investigate the history of the tables SMS submitted that outlined the firm's security clearance distributions to determine whether there was a clerical error.²² Id.

Specifically, the evaluators first confirmed that SMS had submitted separate and distinct versions of its staffing matrix in its initial proposal, evaluation notice response, and final proposal. With respect to the final proposal, the evaluators examined whether SMS actually meant TS/SCI in the instances where the firm referenced top secret clearances (i.e., was using top secret and TS/SCI synonymously). The evaluators concluded that this was not the case because SMS had identified personnel with both levels of clearance--TS/SCI for the NMCC tasks and top secret for the AFNCR enterprise tasks. Id. at 20; see SMS AR, Tab 33, SMS Technical Proposal - Final, at 52-55.

The evaluation team also compared SMS's final staffing matrix against related labor categories in the firm's labor summary (exhibit D) to further determine whether there was a clerical error in transposing information. SMS COS at 20. The evaluators observed that the security clearance column in the staffing matrix and the related cells in the labor summary both contained the same references to top secret clearances in the respective labor categories (rather than the anticipated TS/SCI clearances). Id. Given this, the Air Force reasonably ruled out that any clerical error resulted in the agency's concerns with SMS's security clearance distribution. Thus, because offerors have no automatic right to clarifications, and because SMS's final proposal contained more than a minor clerical error and would have required substantial rework to revise the inconsistencies (i.e., discussions),²³ we

²² If the tables in the final proposal matched those submitted in the initial proposal, the agency suggests that it could have sought clarification from SMS since the firm represented, in a change matrix, that its final proposal incorporated all responses from the evaluation notices. SMS MOL at 21.

²³ Even under a procurement covered by FAR part 15, an agency is not required to reopen discussions or conduct an additional round of discussion if an offeror

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find unavailing the protester's contention that the agency erred by not seeking clarifications.²⁴ See Manthos Eng'g, LLC, B-401751, Oct. 16, 2009, 2009 CPD ¶ 216 at 2 (failure to submit option year pricing not a mistake that could be addressed through clarifications).

In sum, we find unobjectionable the Air Force's evaluation of the protesters' proposals under the enterprise IT support factor. The protesters' complaints reflect their disagreement with the agency's assessments, but do not demonstrate an unreasonable evaluation.

The protests are denied.

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General Counsel

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introduced a deficiency or weakness into its revised proposal. URS Fed. Servs., Inc.; ManTech Telecomm. & Info. Sys. Corp., B-408678.5 et al., June 20, 2014, 2014 CPD ¶ 186 at 5.

²⁴ Equally unpersuasive is the protester's contention that the agency's discussions were misleading or used by the Air Force to "weaken" SMS's proposal. Protest at 9-10. In this regard, as noted above, SMS initially proposed personnel with TS/SCI clearances for tasks only at the NMCC, and otherwise failed to discuss how it would comply with the PWS requirements regarding the distribution of personnel with security clearances at other places of performance. In an evaluation notice the Air Force expressly advised SMS that its proposal was deficient for failing to address the security clearance distributions outlined in the PWS, precisely the issue that was a concern for the agency. On this record, we find that the agency's discussions appropriately led SMS to the general area that required amplification or revision. See Hygeia Solutions Partners, LLC; STG, Inc., B-411459 et al., July 30, 2015, 2015 CPD ¶ 244 at 11. Indeed, the record reflects that in response to the evaluation notice, the protester apparently addressed the agency's concerns, but subsequently backtracked on those adjustments in its final proposal. See SMS COS at 9.