



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

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Matter of: Robotic Systems Technology

File: B-278195.2

Date: January 7, 1998

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Intellitec Division, Technical Products Group, Inc., an intervenor.
Joshua A. Kranzberg, Esq., and Phillip B. Hunter, Esq., Department of the Army, for
the agency.
Paul E. Jordan, Esq., and Paul Lieberman, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

1. Communications between offeror and contracting agency which were undertaken for the purpose of accounting for an apparent inconsistency in the offeror's cost summaries, the resolution of which was clear from a close reading of the cost proposal, without the agency providing the offeror any opportunity for substantive revision of its cost proposal, constituted clarifications and not discussions.
2. Agency reasonably determined that protester's proposal was unacceptable where the technical proposal was deficient in a number of material areas including the failure to provide adequate information about the proposed test program and a crucial aspect of the item to be developed, and the cost proposal lacked sufficient detail concerning substantial work to be performed by subcontractors.
3. Contracting agency is not obligated to conduct discussions with offeror which submitted unacceptable cost and technical proposals where the solicitation advised all offerors that the government intended to make award on the basis of initial proposals without holding discussions, if possible, and specifically warned offerors that initial proposals should contain the offeror's best technical and cost terms.

DECISION

Robotic Systems Technology (RST) protests the award of a contract to the Intellitec Division of Technical Products Group, Inc. (Intellitec), under request for proposals (RFP) No. DAAM01-96-R-0079, issued by the Department of the Army for engineering and manufacturing development (EMD) of the Joint Services Lightweight Standoff Chemical Agent Detector (JSLSCAD). RST contends that the

agency improperly engaged in discussions with Intellitec and otherwise improperly awarded the contract on the basis of initial proposals.

We deny the protest.

BACKGROUND

The JSLSCAD is a passive, chemical agent detector capable of providing on-the-move 360° coverage from a variety of tactical and reconnaissance platforms at a distance of up to 5 kilometers. In addition to the 43-month EMD of the detector, the RFP included options for refurbishment of production qualification testing units (11 months), initial production of up to 200 units (30 months), and full scale production of up to 1,630 units (43 months).

The RFP, issued on February 21, 1997,¹ advised offerors that, although the agency reserved the right to conduct discussions if necessary, the agency planned to make an award on the basis of initial proposals, without discussions, and that, therefore, offerors should submit initial proposals with their best terms. Federal Acquisition Regulation (FAR) § 52.215-16, Alternate II (June 1997) (incorporated by reference in the RFP). The RFP contemplated the award of a cost-plus-fixed-fee contract for the EMD portion and a fixed-price-incentive-fee contract for the options. Award was to be made to the offeror whose proposal, conforming to the solicitation, represented the best value to the government. The determination of best value was to be based on an integrated assessment of the results of the evaluation of all areas and factors set forth in section M of the RFP.

Proposals were evaluated on the basis of five areas with associated factors, listed in descending order of importance: (A) Technical, including (1) understanding the problem and (2) proposed solution; (B) Management, including (1) management plan, (2) personnel plan, (3) facilities, and (4) related experience; (C) Past Performance; (D) Cost/Price; (E) Socio-Economic Commitment. The technical and management areas received a combined merit rating, while past performance was rated in a narrative form with a risk assessment of high, moderate, or low. Cost/price was not numerically scored, but was evaluated for realism, reasonableness, and completeness. The socioeconomic area was evaluated as acceptable or unacceptable.

¹Prior to the RFP's issue, the agency issued a draft RFP in September 1996, and provided responses to prospective offerors' questions in November 1996, incorporating changes as necessary in the final RFP. Later in November, the agency conducted a pre-solicitation conference with industry representatives. After issuance of the final RFP, the agency answered additional industry questions and incorporated appropriate changes in three amendments.

Four offerors, including RST and Intellitec, submitted proposals by the April 24, 1997, closing date. After evaluating the proposals, the evaluators concluded that only Intellitec's proposal was acceptable as submitted. RST's proposal was evaluated as capable of being made acceptable, and the other two were evaluated as unacceptable. The results of the agency evaluation of Intellitec and RST were as follows:²

Criteria	Intellitec	RST
Technical (65)	[deleted]	[deleted]
Understanding [20]	[deleted]	[deleted]
Solution [45]	[deleted]	[deleted]
Management (35)	[deleted]	[deleted]
Mgmt. Plan [10]	[deleted]	[deleted]
Personnel Plan [5]	[deleted]	[deleted]
Facilities [10]	[deleted]	[deleted]
Related Exper. [10]	[deleted]	[deleted]
Bonus	[deleted]	[deleted]
Total Merit Rating	83.5	71.75
Past Perform Risk	Low	Low to Moderate
Socio-Economic	Acceptable	Unacceptable
Cost/Price³ Ceiling/Target	\$203,336,597/ \$235,044,483	\$104,895,337/ \$112,909,392

During the evaluation, the agency requested clearer copies of certain charts that had been submitted with RST's proposal. It also contacted Intellitec with regard to its system of totaling its line and sub-line item costs. The agency viewed both communications with these offerors as clarifications. The contracting officer, as source selection authority (SSA), reviewed the evaluation and determined that

²Figures in the left column show the maximum number of points available for each area and the factors within it (figures for factors are in square brackets).

³The awarded EMD portion of this contract, exclusive of options, represented \$30,228,070. RST's proposed cost to perform the EMD portion was \$22,460,932.

discussions were unnecessary and that Intellitec's proposal represented the best value to the government.

In her source selection statement, the SSA noted that Intellitec's proposal contained excellent details on the proposed hardware and software components for the JSLSCAD system; its test and evaluation program were comprehensive and well staged; its integrated product team (IPT) structure was strong; and its proposal was evaluated with only minor disadvantages, no deficiencies, and two bonus points as part of its merit rating of 83.5. With regard to RST's proposal, the SSA noted that it was strong in some respects, such as its interferometer design, production capability, and proposed IPT structure.⁴ However, the SSA found that issues concerning RST's proposed algorithms and its proposed test program represented a high risk to the government.⁵ She also noted that RST's performance risk rating was higher than Intellitec's and that, unlike Intellitec, RST's socio-economic commitment was unacceptable. With regard to cost/price, the SSA observed that Intellitec's proposed costs were reasonable, realistic, and complete. While higher than RST's proposed costs, Intellitec's were lower than the agency's independent cost estimate. She also observed that RST's proposed costs could not be verified for realism in part because the labor hours in the cost proposal were inconsistent with those in the technical proposal and because RST did not provide any details on the breakdown of its subcontractor costs.

After receiving notice of the award and a debriefing, RST filed this protest. The agency has stayed performance of the contract pending our resolution of the protest. Our Office conducted a hearing on certain of the protest issues.⁶

DISCUSSIONS

RST first asserts that the agency held discussions with Intellitec regarding its cost proposal and therefore improperly awarded the contract because it failed to also hold discussions with RST. The agency takes the position that its communications with Intellitec were clarifications and not discussions.

⁴The interferometer is an optical device that splits a beam of light into different beams and then brings them together to produce interference. This interference is used in identifying chemical agents.

⁵An algorithm is a set of rules for solving a problem in a finite number of steps. Algorithms are an integral part of the JSLSCAD's software for identifying chemical agents and eliminating background readings which tend to mask those agents.

⁶Citations to the transcript (Tr.) refer to the transcript of that hearing.

FAR § 15.610(a) (June 1997) permits contracting agencies to make award on the basis of initial proposals without discussions, where the solicitation, as here, announces this possibility. As set forth in FAR § 15.601 (June 1997), the difference between clarifications and discussions is as follows:

"Clarification" . . . means communication with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to Government inquiry or as initiated by the offeror. Unlike discussion . . ., clarification does not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

"Discussion" . . . means any oral or written communication between the Government and an offeror, (other than communications conducted for the purpose of minor clarification) whether or not initiated by the Government, that- (a) [i]nvolves information essential for determining the acceptability of a proposal; or (b) [p]rovides the offeror an opportunity to revise or modify its proposal.

It is the actions of the parties that determine whether discussions have been held, and not merely the characterization of the communications by the agency. Raytheon Co., B-261959.3, Jan. 23, 1996, 96-1 CPD ¶ 37 at 11. The acid test of whether discussions have been held is whether it can be said that an offeror was provided the opportunity to revise or modify its proposal. International Data Sys., Inc., B-277385, Oct. 8, 1997, 97-2 CPD ¶ 96 at 3.

The communications in question consisted of a telephone conversation between the agency's cost analyst and an Intellitec cost representative and three e-mail messages sent by Intellitec to the agency as follow-up to that conversation. The record shows that the agency analyst had found that his calculation of Intellitec's underlying work breakdown structure (WBS) cost summaries resulted in numbers that were higher than the cost totals on Intellitec's standard form (SF) 33. Thus, on or about May 15, 1997, he telephoned an Intellitec representative to seek clarification of how Intellitec derived its SF 33 figures. In the ensuing 2 to 3 minute call, Intellitec's representative explained its cost proposal format. As explained by Intellitec's representative at the hearing, and as reflected in a cost overview supplied with Intellitec's cost proposal, Intellitec used a numbering system to differentiate separate WBS and sub-contract line item numbers (CLINs). Tr. 16-17, 20-21. For example, Intellitec assigned "hardware design" the number 1110, and the various aspects of that design, the numbers 1111-1118. The cost proposal contained a separate summary sheet for each number with the total on 1110 representing the total of 1111-1118. It became apparent in the telephone conversation that the agency analyst was adding the totals for 1111-1118 to the total for 1110. By

repeating this error throughout Intellitec's cost proposal, the analyst consistently double-counted Intellitec's costs, which resulted in the perceived inconsistency between the SF 33 and the underlying cost data. After the telephone conversation, the agency analyst was able to confirm that Intellitec's proposed costs were internally consistent. According to the analyst, Intellitec was not allowed to revise its cost proposal.⁷

Subsequently, on or about May 29-30, without any request from the agency, Intellitec's representative sent a series of three e-mail messages to the agency analyst. Tr. 30. The representative's purpose was to summarize what had been discussed and to provide a reference if the analyst had any questions. Tr. 25. According to the agency analyst, he never received the e-mail messages, and they thus had no impact on his evaluation.

We have reviewed the messages and find that (even if it is assumed, arguendo, that they were received and considered by the agency) there is nothing in them that is not either in the proposal as submitted, or readily apparent from a close reading of the proposal. For example, the first message followed the format of the furnished cost overview, but included the separate cost for each item, clearly demonstrating the consistency of the various costs. All items, with the exception of a single sub-total, were already included in Intellitec's cost proposal. The other messages simply re-clarified existing information regarding the association of WBS numbers with the appropriate CLINs and sub-CLINs. Again, all information was already in the Intellitec proposal. One of these messages also included the correction of a typographical error: a summary sheet (representing approximately \$6,000 in cost) was identified with CLIN 0001AA instead of CLIN 0001AK. When appropriate calculations of the summary sheets are performed, it is readily apparent that the total for CLIN 0001AA is too high by some \$6,000, while the total for 0001AK is too low by the same amount. According to the agency analyst, he figured out this error on his own.

In our view, this typographical correction and the other e-mail messages, as well as the telephone conversation, are plainly the type of minor corrections and clarifications that are expressly contemplated by the FAR. The corrections were "for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes" and were made both "in response to [g]overnment inquiry" and "initiated by the offeror." FAR § 15.601. Intellitec was not provided the opportunity to revise or modify its proposal, and its communications with the agency did not constitute discussions. International Data Sys., Inc., supra.

⁷The agency's cost analyst was unable to attend the hearing for medical reasons. Instead, he furnished his version of the events in sworn statements, including a response to the protester's interrogatories.

TECHNICAL EVALUATION

RST argues that the agency's technical evaluation was flawed in several areas.⁸ In this regard, it is not the function of our Office to evaluate proposals de novo. Rather, we will examine an agency's evaluation only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of competing proposals is primarily a matter within the contracting agency's discretion. Information Sys. & Networks Corp., 69 Comp. Gen. 284, 285 (1990), 90-1 CPD ¶ 203 at 3; Advanced Tech. and Research Corp., B-257451.2, Dec. 9, 1994, 94-2 CPD ¶ 230 at 3. The protester's mere disagreement with the agency's judgment does not establish that an evaluation was unreasonable. Medland Controls, Inc., B-255204, B-255204.3, Feb. 17, 1994, 94-1 CPD ¶ 260 at 3.

The technical evaluators identified 24 disadvantages and 2 deficiencies in RST's technical proposal. In her source selection decision, the SSA observed that there were two "vitally important technical problems that would have to be resolved in order for RST to be determined capable of successfully executing the JSLSCAD EMD effort." The first of these concerned RST's proposed algorithm approach and the second concerned RST's test program.

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At the hearing, RST's president disputed this evaluation. He noted that RST had proposed to try all varieties of algorithms and would continue to develop other algorithms to replace those that did not work. Tr. 126. He also noted that one of its subcontractor/team members, Bruker Spectrospin, Inc., which he stated is "number one or number two in the world in interferometers," was working on "an identical system" for the German government and was already 6 months ahead of the JSLSCAD effort. Tr. 126-27. However, RST's president agreed that these issues could not be resolved without discussions with the agency. Tr. 187-88. In its comments, RST acknowledges that it did not specifically express the detection limit in terms of concentration levels, but argues that its proposal adequately covered this area by discussing the factors which affect detection levels such as temperature differences.

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Based on our review of RST's proposal, we believe the agency's evaluation was reasonable. It is plain from the record that the algorithms are crucial to the

⁸RST has raised a number of technical and cost evaluation issues. We have reviewed them all and find that none have substantive merit. This decision will discuss only the more significant of RST's arguments.

successful operation of the JSLSCAD. Yet, apart from a discussion of RST's basic algorithm approach, and the promise to investigate advanced algorithms, the proposal contains little detail on development of those advanced algorithms necessary to meet the requirements of the RFP. Likewise, it is clear that RST did not address the sensitivity of its algorithms in terms of concentration levels, notwithstanding the presence of a table in the performance specifications detailing the required and desired concentration levels of agent to be detected. In this regard, section L of the RFP required offerors to "provide sufficient detail in a clear and concise manner to completely and logically address every area" to be evaluated.

We reach the same conclusion with regard to the evaluation of RST's test program. Offerors were required to propose a detailed engineering design test (EDT), which would entail providing all necessary test fixtures equipment to conduct the testing and conducting the EDT to validate that the JSLSCAD met the performance requirements in the specifications. RST proposed Science Technology Corporation (STC) as its subcontractor responsible for executing its proposed EDT. The evaluators determined that STC's personnel lacked test experience required for the program and that STC itself had little actual test experience, which posed a high risk. The evaluators also noted that STC's facilities were not identified or discussed in sufficient detail in the proposal. The SSA observed that STC's personnel did not possess the qualifications needed to justify the firm's role as principle planner and executor of the extensive testing that would be a major portion of the JSLSCAD program. RST also had not identified any test facilities that were capable of supporting the proposed EDT effort.

At the hearing, RST's president stated that STC's role was to write test plans and support the EDT. Tr. 177-78. An STC representative stated that STC's role was to assist RST in running the test portion of the program. Tr. 204. The STC witness disputed the agency's evaluation, referring to a number of the resumes submitted for STC personnel showing test experience and portions of RST's proposal where STC's background in testing was discussed. Tr. 205-12. RST's president noted that actual test facilities for STC did not need to be shown in its proposal because testing was to be performed at RST, Bruker, and other subcontractors' facilities. Tr. 159. According to the testimony of RST's president, in drafting the RST proposal, he had in mind that it was not necessary to provide much detail on testing facilities, because RST could go to some four or five testing labs, at a level of subcontracting which did not need separate reporting in the proposal. Tr. 159-60. It is RST's position that its proposal provided more than enough information to establish STC's capabilities with regard to test support.

One of the agency's evaluators testified that, while the STC resumes did indicate test experience, it was in the nature of test planning and not actual testing experience. Tr. 281-83. That evaluator further testified that, based on STC's proposed role, he was looking for personnel with experience in conducting testing

and, in his view, the resumes submitted did not show that kind of experience.
Tr. 283-84.

From our review of RST's proposal and the resumes, we believe the agency's evaluation was reasonable. While there is evidence of STC's and its personnel's experience in testing, the agency is correct that the experience described is more in the nature of [deleted]. For example, the test and evaluation program manager showed most recent experience in developing and writing test plans. While there was experience listed in executing test programs for major defense efforts at the U.S. Army Yuma Proving Ground, there was no indication of when during a 20-year period that experience was gained. Similarly, while STC itself had conducted testing in other contracts, it is apparent that the majority of that experience was not directly comparable to that expected in the JSLSCAD program. Moreover, STC's contract efforts are generally listed as technical support, engineering support, and technical management support. Although there was some experience in actual test performance in four of the eight contracts listed, most of the experience concerns preparation of test programs and test support.

Further, while RST now maintains that STC was simply the test designer and supporter, not the actual tester, that is not what RST proposed. RST's proposal clearly identifies STC as the EDT team leader, responsible for planning and conducting all system testing. In this regard, RST's uncoded labor matrix shows more than 13,000 hours of effort for STC personnel involved in EDT and other testing. Although the proposal does list other test subcontractors and sites, it does not provide any detail regarding these firms' abilities to perform the required testing or the extent of their test facilities. Rather, the proposal states that the "JSLSCAD Test Team" will be responsible for establishing all test facilities, equipment, and adequate personnel to perform the testing. Since an agency's evaluation is dependent upon information furnished in a proposal, it is the offeror's burden to submit an adequately written proposal for the agency to evaluate, and RST's failure to fulfill its obligation in this regard does not render the agency's evaluation unreasonable. DATEX, Inc., B-270268.2, Apr. 15, 1996, 96-1 CPD ¶ 240 at 6; Infotec Dev., Inc., B-258198 et al., Dec. 27, 1994, 95-1 CPD ¶ 52 at 12. Further, while RST asserts that it could have resolved these matters in discussions, as explained below, the agency was not obligated to conduct discussions with RST.

COST EVALUATION

The agency also determined that RST's cost proposal was unacceptable as submitted. The evaluators identified 35 problems in 5 areas of the cost proposal. Among the major problems was RST's failure to provide any breakout of its subcontractor costs. In this regard, notwithstanding its identification of more than 100,000 hours of subcontractor effort in its uncoded matrix, RST provided only a

single cost figure for each subcontractor.⁹ As such, the agency was faced with a proposal of approximately \$22 million for the EMD effort, some \$13 million of which represented cost attributable to the subcontractors. Under the circumstances, it was impossible for the evaluators to determine whether the subcontractors' costs were reasonable, realistic, or accurately represented the level of effort proposed.

RST contends that the agency unfairly downgraded its cost proposal for failing to include detailed cost information for its subcontractors. In RST's view, the RFP proposal instructions required only that offerors identify lump sum costs for subcontractors. RST relies on section L.7.2.3:

Submit a summary of all direct and indirect rates (e.g., labor overhead, general and administrative [G&A], etc.), the number of hours, and labor categories associated with each WBS element applicable to the total period of contract performance. This summary shall be proposed in the following format: (A sample cost proposal summary is provided as an example, see Section J).

This instruction was followed by a form which included separate lines for labor category, total direct labor, overhead, subcontractors, other direct costs, material, travel, G&A, total estimated costs, total fixed fee, and total price. Under the "labor category" heading were additional blanks indicated to show different categories. Under the "subcontractors" heading was the instruction "(specific breakout for each SubKtr, include prime evaluation of each sub)." In section J, several of these forms were filled out as examples. While the "labor categories" section showed entries such as "senior engineer" and "scientist" with separate hours, rates, and totals of costs and hours, the "subcontractors" entries contained only a single dollar figure. From this, RST concluded that it needed only to include a total cost figure for each of its subcontractors for each WBS item. Tr. 118-19, 141-46.

Based on our review of the record, RST unreasonably relied on this single instruction in completing its subcontractor cost proposal. Despite the presence of the furnished form and examples, the RFP plainly required more subcontractor cost information from offerors than was furnished by RST. Section L.7.2 stated "[p]roposed costs and fee for the EMD effort shall be adequately broken down and in sufficient detail to permit a thorough analysis. All costs and fee shall be included

⁹Related to this deficiency was a significant inconsistency between RST's technical proposal and its cost proposal with regard to the proposed level of effort. While the uncoded matrix showed 87,900 RST hours, the cost proposal covered 127,600 RST hours. At the hearing, RST's president explained that the cost proposal represented the actual level of effort and conceded that discussions were necessary to resolve the proposal inconsistency. Tr. 192, 194, 197.

with sufficient supporting information, in detail, based on a 40 hour work week." In addition, section L.7.1. provided that offerors submit a cost proposal on SF 1448, in accordance with the instructions in Table 15-3 of FAR § 15.804-6. Table 15-3 provides in pertinent part that the cost "information submitted shall be at the level of detail described in the solicitation or specified by the contracting officer" and that "[a]ny information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed."

Where a dispute exists as to 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 provisions of the solicitation. Pro Constr., Inc., B-272458, Oct. 10, 1996, 96-2 CPD ¶ 141 at 3. Taken in their entirety, the RFP's instructions clearly required that offerors proposing substantial subcontractor efforts provide more than a single cost entry for subcontractors. While the summary form contained only one line, the RFP clearly required detailed information to support that single line for an offeror such as RST which proposed a significant percentage of performance by subcontractors.

AWARD WITHOUT DISCUSSIONS

RST also argues that the agency unreasonably determined to award the contract on the basis of initial proposals without conducting discussions. RST contends that the various issues identified in the evaluation of its proposal could have been easily corrected through discussions. The agency maintains that RST was on notice of the potential for an award without discussions and that its unacceptable technical and cost proposals eliminated it from consideration for award.

There is generally no obligation that a contracting agency conduct discussions where, as here, the RFP specifically instructs offerors of the agency's intent to award a contract on the basis of initial proposals. Radian, Inc., B-256313.2, B-256313.4, June 27, 1994, 94-2 CPD ¶ 104 at 11. As observed by the protester, the contracting officer's decision to make award on the basis of initial proposals is not unfettered. The Jonathan Corp.; Metro Mach. Corp., B-251698.3, B-251698.4, May 17, 1993, 93-2 CPD ¶ 174 at 14, recon. den., Moon Eng'g Co., Inc. -- Recon., B-251698.6, Oct. 19, 1993, 93-2 CPD ¶ 233. We will review the exercise of such discretion to ensure that it was reasonably based on the particular circumstances of the procurement, including consideration of the proposals received and the basis for the selection decision. Lloyd-Lamont Design, Inc., B-270090.3, Feb. 13, 1996, 96-1 CPD ¶ 71 at 6. On the other hand, this discretion is quite broad, and in recent years, has been expanded. For example, Congress has deleted the requirement originally set forth in the Competition in Contracting Act that an agency could make award without discussions only to the offeror with the lowest price or evaluated cost. Compare 10 U.S.C. § 2305(b)(4)(A)(ii) (1988) with 10 U.S.C. § 2305 (b)(4) (A)(ii) (1994) (showing deletion of requirement applicable to defense agencies) and 41 U.S.C. § 253b(d)(1)(B) (1988) with 41 U.S.C. § 253b(d)(1)(B) (1994) (showing

deletion of requirement applicable to civilian agencies). In addition, the FAR provides that once the government has stated its intent to award without discussions, "the rationale for reversal of this decision shall be documented in the contract file." FAR § 15.610(a)(3) (June 1997).

From our review of the record, we see nothing which indicates that the contracting officer abused her discretion in determining not to conduct discussions. While RST contends otherwise, as discussed above, there is ample evidence that the agency reasonably evaluated RST's technical and cost proposals as unacceptable, either one of which evaluations would justify the decision not to conduct discussions. The protester apparently prepared its proposal under the (mistaken) belief that the agency would necessarily conduct discussions, despite the RFP's advice to the contrary. Tr. 149. However, since the RFP advised offerors that the agency intended to make award without discussions, RST could not reasonably presume that it would have a chance to improve its proposal through discussions. Scientific-Atlanta, Inc., B-255343.2, B-255343.4, Mar. 14, 1994, 94-1 CPD ¶ 325 at 8-9. On this record, there is no basis to object to the agency's determination not to conduct discussions.

The protest is denied.

Comptroller General
of the United States