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## Decision

**Matter of:** Linc Government Services, LLC

**File:** B-406591.3; B-406591.4

**Date:** September 12, 2012

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Scott N. Flesch, Esq., Lt. Col. Eugene Y. Kim, and Maj. Andrew J. Smith, Department of the Army, for the agency.

Christina Sklarew, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest of an agency's evaluation of proposals is denied where the agency's evaluation judgments were reasonable and consistent with the evaluation criteria.

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### DECISION

Linc Government Services, LLC, of Hopkinsville, Kentucky, protests the issuance of a task order to Mission Essential Personnel (MEP), of Columbus, Ohio, under task order request for proposals (RFP) No. W911W4-12-R-OEFA, issued by the Department of the Army, United States Army Intelligence and Security Command, for linguist support services for Operation Enduring Freedom-Afghanistan.

We deny the protest.

### BACKGROUND

The Department of Defense and its combatant commands are engaged in military operations around the world, including operations in Afghanistan supporting Operation Enduring Freedom. To execute these missions, the Army awarded multiple indefinite-delivery/indefinite-quantity contracts (the Defense Language Interpretation and Translation Enterprise (DLITE) contracts) for language support services and capabilities. Under the task order to be issued here, the contractor will

provide language interpretation, translation, and transcription services to meet ongoing, new, and/or changing mission requirements in the Afghanistan region. The RFP's Performance Work Statement (PWS) describes the agency's procurement objective as getting the right linguist to the right location at the right time. PWS § 2.0. In addition, the contractor will provide other services, such as cultural familiarization and intercultural awareness. PWS § 2.1.4.

The Army issued the RFP to firms holding DLITE contracts, including Linc and MEP (the incumbent contractor). The RFP provided for the issuance of a fixed-price, level-of-effort task order, on a lowest-priced, technically acceptable basis, for linguistic services for a base year and 4 option years. Offerors were informed that their technical and management approaches to performing the task order would be evaluated. RFP amend. 5, § M.5. A "technically acceptable proposal" was defined as one that "meets all material requirements; indicates an adequate approach and understanding of the requirements; and the risk of unsuccessful performance for any factor or subfactor is assessed as acceptable." Id. § M.4.

Offerors were also informed that price would be evaluated for reasonableness and realism. Id. § M.6. In this regard, offerors were required to price two contract line items (CLINs 6 and 6A) for linguistic services for the base and option years.<sup>1</sup> Specifically, offerors were to provide fixed annual rates under CLINs 6 and 6A for various types and quantities of linguists; the only difference between the two CLINs was the estimated number of linguists.<sup>2</sup>

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<sup>1</sup> The RFP also included a cost-reimbursement CLIN for other direct costs (ODCs), and two CLINS for data and reports that were not separately priced. Offerors were informed that the ODCs would not be included in the total evaluated cost. See RFP amend. 5, § L.4.3.3.

<sup>2</sup> Linc states that the Army "anticipated that the number of required linguists under the [RFP] would fluctuate in the event of the projected draw down of personnel in theater," and that the solicitation's "weighted average pricing formula" was based on an average of the high and low number of linguists expected during performance of the task order. Protest at 4. Although this explanation appears logical, we do not find this (or any other) explanation in the RFP.

Thus, for the base year, the RFP provided the following:<sup>3</sup>

CLIN 6

Linguist Category	Estimated Number of Linguists*	Variance Range in Estimated Number of Linguists	Fixed-Price Annual Rate (Fully burdened per FTE)	Total Price = Fixed-Price Annual Rate x Estimated Number of Linguists
LN/TCN	5,635	4,226 to 7,044		
CAT I/IP	1,125	844 to 1,406		
CAT II	999	749 to 1,249		
CAT III	255	191 to 319		

\* The Government anticipated a variance of up to +/- 25% of the number of estimated linguists for each category.

CLIN 6A

Linguist Category	Estimated Number of Linguists**	Variance Range in Estimated Number of Linguists	Fixed-Price Annual Rate (Fully burdened per FTE)	Total Price = Fixed-Price Annual Rate x Estimated Number of Linguists
LN/TCN	3,803*	3,381 to 4,225		
CAT I/IP	759	675 to 843		
CAT II	674	599 to 748		
CAT III	172	153 to 190		

\*\* The government may require an additional variance of – 40% to – 25.01%.

RFP § B. The RFP required the offerors’ fixed-price annual rates to be fully burdened and include all associated costs. RFP § L.4.3.3. Offerors were instructed to provide all “cost element breakdowns that lead to the fully burdened, fixed labor rate categories.”<sup>4</sup> Id.

<sup>3</sup> “LN” refers to a local national; “TCN” refers to a third country national; and Categories I (and IP), II, and III refer to linguists of the United States, United Kingdom, Canada, Australia, or New Zealand, with various language proficiency and security clearance levels specified for the different categories. See PWS §§ 2.2.3.1 - 2.2.3.5.

<sup>4</sup> The original RFP stated that the price evaluation would not include transition costs, and requested offerors to separately propose costs for a 30-day transition period. RFP § L.4.3.3. In response to questions, the Army informed offerors that its price evaluation would not include transition costs. Agency Report (AR), Tab 4, Question/Answer No. 7. Subsequently, the Army informed the offerors to include transition costs in their fully loaded annual rates and to separately identify projected transition costs. See RFP amend. 1, § L.4.3.3; see also RFP amend. 5, § L.4.3.3.

The RFP presented formulas to calculate weighted average annual rates for each linguist category in CLINs 6 and 6A for each contract year. That is, for example, for the LN/TCN linguist category, the RFP provided a formula that multiplied the annual rates for the LN/TCN linguists in CLIN 6 and CLIN 6A by the respective estimated quantity of linguists (*i.e.*, the CLIN 6 rate x 5,635 and CLIN 6A rate x 3,803); the resulting products were then added. That sum was divided by the sum of the two CLINs' estimated quantities (9,438) to obtain the weighted average annual rate for the LN/TCN linguist category.<sup>5</sup> See RFP amend. 5, § M.6.

The RFP specified that, for award purposes, the total price of the task order PWS effort, including options, would be evaluated. RFP amend. 5, § L.4.3.2. In response to questions, the agency provided that “[t]otal price is the sum total of all of the calculations covering the base year and all option years.” AR, Tab 4, Question/Answer No. 106.

The Army received five proposals, including Linc's and MEP's. MEP was found to have submitted the lowest-priced, technically acceptable offer, and the Army decided to issue the task order to MEP. Linc protested to our Office, challenging the agency's price evaluation. In response, the Army informed our Office that it would take corrective action. We dismissed that initial protest as academic.

The Army reevaluated the offerors' technical and price proposals. Linc's and MEP's proposals were again determined to be technically acceptable by the agency's technical evaluation team (TET). See Army Motion to Dismiss, Tab 21, TET Report, at 16. The firms' price proposals were reviewed by the agency's price evaluation team (PET), which reviewed the firms' proposed prices for reasonableness and realism. In particular, the PET compared the firms' proposed prices; used the formulas stated in RFP § M.6 to determine each contractor's evaluated, weighted average annual rate; calculated total prices based on the rates submitted under CLINs 6 and 6A; and verified that the proposed prices were not overly optimistic or impractically low. In addition, the PET assessed the realism of the firms' cost estimates and ODCs. The PET provided its realism assessment of the offerors' cost estimates to TET for its assessment of performance risk. Id., Tab 20, PET Report, at 9.

With respect to Linc's proposal, the PET found that Linc's proposed price was reasonable and realistic. Id. at 42. The PET noted, however, that Linc included costs for internet service ([deleted]) as an indirect cost in its fully-burdened annual rate, despite the fact that the RFP required communications costs (such as internet

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<sup>5</sup> The RFP stated the formula as follows: For the base year and each option year, Evaluated LN/TCN Price = [(CLIN 6 Fixed Price Annual Rate x 5,635) + (CLIN 6A Fixed Price Annual Rate x 3,803)] / 9,438. RFP amend. 5, § M.6.

service) to be proposed as an ODC, which would be excluded from the price evaluation. Id. at 47-48. The PET otherwise found Linc's proposed ODCs to be allowable. Id. at 51. The PET determined that Linc's evaluated (weighted average) price using the RFP § M.6 formulas was \$2,755,911.<sup>6</sup> Id., Appendix I, Breakdown of M.6 Formulas, at 74. Further, it calculated Linc's total task order price separately for CLINs 6 and 6A. Linc's total price for CLIN 6 was \$[deleted], and its price for CLIN 6A was \$[deleted]. Id., Appendix II, Proposed Prices and Price Analysis, at 78.

With respect to MEP's proposal, the PET found that MEP's proposed price was reasonable and realistic. Id. at 51. The PET noted, however, that MEP had proposed prices that were based upon [deleted] compensation levels. The PET noted that this allowed MEP to offer higher [deleted] while reducing the expense of [deleted]. The PET was concerned with whether this [deleted] was consistent with MEP's technical proposal.<sup>7</sup> Id. at 54. The PET found MEP's proposed ODC's to be allowable, with the exception of its proposed costs for language testing, which the PET found were not allowable as an ODC. Id. at 63. The PET determined that MEP's evaluated price using the RFP § M.6 formulas was \$[deleted]. Id. at 51, 75. MEP's total price for CLIN 6 was \$[deleted], and its price for CLIN 6A was [deleted]. Id., Appendix II, Proposed Prices and Price Analysis, at 78-79.

The PET's and TET's findings were presented to the Source Selection Authority (SSA), who agreed that MEP had submitted the lowest-priced, technically acceptable proposal. Army's Motion to Dismiss, Tab 24, Source Selection Decision, at 6. The Army affirmed its decision to issue the task order to MEP, and this protest followed a debriefing.

## DISCUSSION

Linc again raises numerous challenges to the agency's evaluation of proposals. We have considered all of Linc's arguments, although we only address its more significant arguments, and find that none provide a basis to object to the agency's selection of MEP for issuance of the task order.<sup>8</sup>

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<sup>6</sup> The PET refers to this as the "evaluated price." The PET added together the weighted average annual rates for the linguistics categories to obtain an overall weighted average annual rate.

<sup>7</sup> The PET provided its concerns with MEP's [deleted] of linguists to the TEP, which found that this was consistent with MEP's technical proposal and acceptable. Army Motion to Dismiss, Tab 21, TEP Report, at 15. In this regard, the record shows that Linc similarly proposed [deleted]. See AR, Tab 12, Linc Proposal at P-xxvii.

<sup>8</sup> On August 29, 2012, at the request of the protester and the agency, the cognizant GAO attorney conducted an outcome-prediction alternative dispute resolution  
(continued...)

In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency, but examine the record to determine whether the agency's judgment was reasonable and in accord with the solicitation's evaluation criteria. Abt Assocs. Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. Where a protester challenges the agency's evaluation and source selection, we will review the evaluation and award decision to determine if they were reasonable, consistent with the solicitation's evaluation scheme, as well as procurement statutes and regulations, and adequately documented. See, e.g., Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6; S4, Inc., B-299817, B-299817.2, Aug. 23, 2007, 2007 CPD ¶ 164 at 9.

### Evaluation of MEP's Price Proposal

Linc first complains that the agency's determination that MEP's proposal was the lowest-priced was unreasonably based upon evaluated unit prices, rather than a "total price of the task order PWS effort including options," as required by the RFP. Protest at 11; Protester's Comments at 3. In this regard, Linc argues that the SSA's selection decision mentions only unit prices. Supp. Protest at 11.

Linc's argument is without merit. The contemporaneous record shows that the PET evaluated prices "for award purposes" by calculating a total price for performance of the task order over the base and all option years (by extending the linguist rates by the estimated quantities under each CLIN, for each period of performance). See Army Motion to Dismiss, Tab 20, PET Report, Appendix II at 78-79. Thus, the PET calculated total prices to perform CLINs 6 and 6A for each offeror, and found that MEP's prices were lower than Linc's prices for both CLINs. Specifically for CLIN 6, MEP's evaluated price was \$[deleted], and Linc's price was \$[deleted] (more than \$[deleted] million higher than MEP's). For CLIN 6A, MEP's evaluated price was \$[deleted], and Linc's price was \$[deleted] (more than \$[deleted] million higher than MEP's). Id. The record also shows that the SSA in making his selection decision adopted the PET's price evaluation that included the offerors' evaluated prices. See id., Tab 24, Source Selection Decision, at 6.

Linc also argues that the PET's evaluation of the firms' CLINs 6 and 6A prices deviated from the RFP's price evaluation criteria because the PET "excluded CLINs X006A from any purported calculation of the total price" of the task order PWS

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(ADR) telephone conference. The GAO attorney informed the parties that the protest was likely to be denied, and explained the primary bases for this view. Notwithstanding the protester's representation that it was prepared to seriously consider withdrawing the protest if it was informed that the protest would likely be denied, Linc declined to take any action in response to the ADR conference.

effort. Protester's Comments at 3. Linc contends that, because the estimated quantities of CLINs 0006 and 0006A represent roughly a 60:40 ratio, the agency was required to apply these CLIN prices in that ratio in calculating the firms' total evaluated price for the PWS effort. See Protester's Comments at 3.

Again, we find no merit to Linc's argument. First, Linc's argued-for formula appears nowhere in the solicitation. Moreover, Linc provides no explanation or calculations showing that its argued-for price evaluation would result in Linc's evaluated prices being lower than MEP's. Our own calculations show that if 60 percent of the firms' CLIN 6 prices were added to 40 percent of their CLIN 6A prices, Linc's evaluated price would still be \$[deleted] million higher than MEP's.<sup>9</sup> In this regard, the record shows that no matter how the firms' prices are evaluated (whether their CLINs 6 and 6A prices are separately compared, or added together,<sup>10</sup> or calculated on a 60:40 ratio), MEP's evaluated price is lower than Linc's.

Linc raises a number of other challenges to the agency's price evaluation, none of which we find to have merit. For example, Linc complains that the agency's calculation of an evaluated, weighted average annual rate for each linguist category was unreasonable. This calculation, which was provided by the RFP in § M.6, resulted in an annual rate for each linguist category that was an average of the CLINs 6 and 6A rates. The agency used these weighted, average annual rates in assessing the reasonableness and realism of the firms' prices. Linc has not shown why the agency's use of these rates, which were explicitly provided for by the RFP, was unreasonable.

Linc also complains that the Army improperly included Linc's transition costs in its evaluated price "despite the [RFP]'s express exclusion" of transition costs from the firms' evaluated prices. Protest at 8. Linc's complaint, however, is based upon a misreading of the solicitation. Although the RFP, as originally issued, advised offerors that the price evaluation would not include transition period costs, see RFP § L.4.3.3, that provision was deleted by RFP amendment 1, and that amendment

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<sup>9</sup> We calculated the firms' prices for CLINs 6 and 6A based upon a 60:40 ratio as follows. We added 60 percent of MEP's CLIN 6 price (\$[deleted]) to 40 percent of MEP's CLIN 6A price (\$[deleted]) to obtain \$[deleted]. Similarly, we added 60 percent of Linc's CLIN 6 price (\$[deleted]) to 40 percent of Linc's CLIN 6A price (\$[deleted]) to obtain \$[deleted]. The difference between MEP's price of \$[deleted] and Linc's price of \$[deleted], based upon this calculation, is \$[deleted].

<sup>10</sup> If we add the firms' CLIN 6 and 6A prices together (which was not provided for by the RFP), MEP's total price would be \$[deleted], which is much less than Linc's price of \$[deleted].

and all other solicitation amendments advised offerors to include transition rates in their fully-loaded base-year rates.<sup>11</sup>

Linc also argues that the agency failed to consider that MEP's transition costs were unreasonable, as they arguably "exceeded Linc's proposed transition costs by more than \$125 million."<sup>12</sup> Protester's Preliminary Comments at 2. This argument, too, is refuted by the record. As instructed by the RFP, MEP incorporated its transition costs into its fully burdened labor rates for the base period, and then--again, as required by the RFP--it separately identified its projected transition costs, for review purposes only. See RFP amend. 5, § L 4.3.3; AR, Tab 14, MEP's Proposal, Vol. 3, at 18. MEP's identified transition costs were \$[deleted], see id., which, when added to the linguist salaries for the 90-day transition period, resulted in a price of \$[deleted] for the combined transition costs and transition-period salaries.<sup>13</sup> Id.

Linc argues that the agency failed to "apply appropriate price analysis techniques to MEP's proposal," including a review of MEP's historical pricing. Protester's Comments at 5. This argument appears based upon a concern with MEP's ability to provide the number of required linguists in the past. Linc generally argues in this

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<sup>11</sup> Although Linc apparently finds significant that one of the agency's answers to a vendor question, issued on the same day as amendment 1, cited the original RFP § L.4.3.3 provision that the agency's price evaluation would not include transition costs, Linc's reliance on this answer is misplaced, given that the solicitation as amended provided for consideration of transition costs in the fully-loaded base year rates. See, i.e., RFP amend. 5, § L.4.3.3.

<sup>12</sup> Further, apparently because MEP included in its proposal a chart showing its "total evaluated price excluding transition costs," AR, Tab 14, MEP Proposal, Vol. 3, at 44, Linc argues that MEP's proposal was evaluated without transition costs. Again, this is inaccurate. The record shows that MEP included its transition costs in its base year rates, as required by the RFP, and that the agency's evaluation was based on these rates. The price chart in MEP's proposal to which Linc refers in its arguments includes a column for each linguist category labeled "Transition Cost" and another labeled "Base Year," followed by additional columns for the option year rates (not relevant here). When the transition cost figure is added to the base year figure from this chart, it produces the exact figure for each linguist category that is listed in the PET report's price analysis as MEP's fully burdened base year rate. See Army Motion to Dismiss, Tab 20, PET Report, Appendix II, Proposed Prices and Price Analysis, at 78.

<sup>13</sup> In any event, the manner in which the two vendors identified transition costs in their proposals did not affect the evaluation of total prices, since the offerors included transition costs in their fully-loaded base-year labor rates and proposals were evaluated on the basis of those rates, not the separately-identified transition cost totals.

regard that “[g]iven the recognition of MEP’s historical non-performance, it was incumbent upon the Agency to, at least, engage in a historical pricing analysis as part of its price realism evaluation.”<sup>14</sup> Protester’s Comments at 8. There is no merit to this unsupported argument. Linc does not explain or show how the agency’s price realism analysis here was unreasonable, and the record shows that the PET examined MEP’s historic base year rates and compared them to MEP’s proposed base year rates and found the current rates realistic.<sup>15</sup> Army Motion to Dismiss, Tab 20, PET Report, at 53.

Linc also argues that MEP’s pricing was “materially and mathematically unbalanced” for numerous reasons. For example, Linc contends that MEP submitted [deleted] unit prices under CLINs 6 and 6A, “when the [RFP]’s required weighted average was 60/40” and that MEP proposed a pricing de-escalation slope from the base year through to the option years that exceeded 50% in all areas.” Protester’s Comments at 9. Although Linc makes numerous arguments in this regard, none of its arguments relate to unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated, as indicated by the application of cost or price analysis techniques. FAR § 15.404-1(g)(1); see, e.g., General Dynamics-Ordnance & Tactical Sys., B-401658, B-401658.2, Oct. 26, 2009, 2009 CPD ¶ 217. Here, the record does not show that MEP’s prices were overstated or understated; indeed, Linc’s arguments do not attempt to apply this standard.<sup>16</sup>

Linc also contends that the Army improperly adjusted MEP’s proposed price. Specifically, Linc claims that the agency’s “awarded/evaluated numbers for MEP appear nowhere in MEP’s pricing proposal,” and that consequently, the only way that the agency could have arrived at these numbers is by adjusting MEP’s price.

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<sup>14</sup> We find no support in the record for Linc’s characterization of the agency’s comments about MEP’s performance.

<sup>15</sup> The price evaluation was based upon a level of effort established by the RFP.

<sup>16</sup> Further, even disregarding Linc’s mischaracterization of the basis for its objections in this area, Linc’s arguments have no merit. For example, some of Linc’s arguments are refuted by the record (e.g., Linc’s de-escalation slope argument was based on misreading MEP’s proposal, AR, Tab 14, MEP Proposal Vol. II at 13, Table 3-2, which in fact proposed de-escalation rates [deleted], see AR, Tab 20, PET Report at 44), while others misrepresent the record (e.g., alleging that certain expenses were excluded by MEP, when MEP’s proposal stated they would be provided at no cost to the government, see AR, Tab 13, MEP’s Proposal, Vol. 2, at 34), or fail to state a valid basis for protest (e.g., alleging that MEP’s decision to propose [deleted] rates for CLINs 6 and 6A was improper, see Protester’s Comments at 9).

Protester's Comments at 10. Linc's argument in this regard is belied by the record.<sup>17</sup> Comparing each of the prices MEP submitted in its pricing schedule for each linguist category under each CLIN for each year of contract performance, see AR, Tab 14, MEP's Proposal, Vol. 3, at 42-43, with the agency's price analysis chart, see AR, Tab 20, PET Report, Appendix II, Proposed Prices and Price Analysis, at 78-79, we find that each number in MEP's pricing chart exactly matches the number the agency inserted in its price analysis chart.<sup>18</sup>

#### Evaluation of Linc's Price Proposal

Linc also challenges the evaluation of its own price proposal, arguing that the agency unreasonably failed to adjust its proposed price to exclude the internet-related costs that Linc included in annual rates. As noted above, the RFP identified "communications" among the categories of costs that were to be proposed as ODCs, and informed offerors that ODCs would not be included in an offer's total evaluated cost. Linc, however, included the cost of internet service in its annual rates. AR, Tab 12, Linc's Proposal, Vol. 3, at P-xxviii, xxx. Linc contends that the Army should have adjusted Linc's CLIN 6 and 6A rates to remove its internet costs of \$[deleted].

This argument has no merit. An agency is not permitted to use its price realism evaluation to adjust a proposed fixed price. See FAR § 15.404-1(d)(3); Powersolv, Inc., B-402534, B-402534.2, June 1, 2010, 2010 CPD ¶ 206 at 12. In any event, Linc does not show that removing its proposed internet costs from its CLIN 6 and 6A pricing would result in Linc's evaluated price being lower than MEP's. Thus, even accepting Linc's arguments in this regard, the protester was not prejudiced. See TMM Inv., Ltd., B-402016, Dec. 23, 2009, 2009 CPD ¶ 263 at 4; see, e.g., Restoration & Closure Servs., LLC, B-295663.6, B-295663.12, Apr. 18, 2005, 2005 CPD ¶ 92 at 6-7.

#### Evaluation of MEP's Technical Proposal

Linc argues that MEP materially deviated from the RFP's requirements such that its technical proposal should have been found unacceptable. A number of these arguments are based on concerns that the PET identified in its price evaluation, which the PET forwarded to the TET to determine whether they represented any risk or inconsistency between the offeror's price and its technical approach. In each

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<sup>17</sup> Despite having access to MEP's entire proposal and the evaluation record, Linc does not explain how the agency "adjusted" MEP's price.

<sup>18</sup> Moreover, to the extent that Linc is challenging the agency's calculation of MEP's weighted average annual rate under RFP § M.6, the PET's calculations in this regard match exactly the CLIN prices found in MEP's price proposal.

instance, the TET analyzed the identified concerns in the context of the offeror's technical proposal, and found no unacceptable performance risk. For example, Linc cites the PET's concern with MEP's use of [deleted] linguist compensation levels. The TET found that MEP's use of [deleted] was consistent with its technical proposal, and realistic for the work to be performed. Linc has not shown this to be unreasonable or inconsistent with the RFP.

Linc also contends that MEP took exception to a number of other solicitation requirements, including qualifications of key personnel, and language proficiency and security clearance requirements for linguists. Protester's Comments at 10. With respect to qualifications of key personnel, the RFP required offerors to provide resumes for certain key persons, such as a task order project manager, and prescribed certain levels of education, experience, skill, and security clearance for the key positions. PWS, § 2.3.1.1. The solicitation also provided, however, that "[c]ontractors can provide rational[e] for a candidate that has credentials that are not specifically stated . . . but in the contractor's opinion are equivalent to the stated credentials." Id. Here, the TET found that MEP's proposed key personnel satisfied the RFP's requirements, and Linc has not shown otherwise.

With respect to Linc's concern that MEP did not propose to satisfy language proficiency and security clearance requirements for linguists, this too is belied by the record, which shows that MEP did not take exception to these requirements in its technical proposal. See AR, Tab 13, MEP Proposal, Vol. 2, at 14. Although MEP stated in its price proposal that its fixed prices were based in part upon an assumption that, where appropriate, the agency would consider waivers to requirements, offerors were advised by the agency that such waivers were possible. AR, Tab 4, Question/Answer No. 41.

The protest is denied.<sup>19</sup>

Lynn H. Gibson  
General Counsel

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<sup>19</sup>Linc also contends that the agency's alleged evaluation errors demonstrate an impermissible bias for MEP. As noted above, however, the record does not show that the agency's evaluation was unreasonable, nor does it show that the agency was biased in favor of MEP or against Linc.