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Decision

Matter of: STG, Inc.

File: B-411415; B-411415.2

Date: July 22, 2015

David S. Cohen, Esq., John J. O'Brien, Esq., Gabriel Kennon, Esq., and Daniel Strouse, Esq., Cohen Mohr LLP, for the protester.

Scott E. Pickens, Esq., Scott N. Godes, Esq., and Devin J. Stone, Esq., Barnes & Thornburg LLP, for SRA International, Inc., the intervenor.

Peter G. Hartman, Esq., and Robin Overby, Esq., Department of Homeland Security, for the agency.

Heather Weiner, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest is denied where the agency reasonably found the protester's proposal was technically deficient and ineligible for award based on assumptions in the protester's proposal.
 2. Protest is denied where the record shows that the agency did not unequally conduct clarifications, and that any exchanges regarding the assumptions in the protester's proposal would have constituted discussions.
 3. Protest is denied where the record shows that the agency reasonably evaluated proposals consistent with the stated criteria.
 4. Protest alleging that awardee engaged in an improper bait and switch scheme regarding its proposed personnel is denied where the record does not demonstrate that awardee knowingly or negligently represented that it would rely on specific personnel that it did not reasonably expect to furnish during contract performance.
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DECISION

STG, Inc., of Reston, Virginia, protests the issuance of a task order to SRA International, Inc., of Fairfax, Virginia, under task order request for proposals (RFP) No. HSHQDC-15-R-00014, issued by the Department of Homeland Security (DHS), for internet technology (IT) support services to manage DHS's Next Generation

Enterprise Operations Center (NextGen EOC).¹ STG protests DHS's evaluation of technical proposals, and of SRA's price proposal. In addition, STG argues that DHS was required to seek clarifications related to assumptions in its proposal, and contends that the agency treated the offerors disparately by failing to do so. The protester also argues that clarifications with certain other offerors constituted discussions which obligated DHS to engage in discussions with all offerors, including STG. Finally, the protester contends that the awardee engaged in an improper bait and switch scheme by proposing key personnel that it did not intend to provide.

We deny the protest.

BACKGROUND

On December 24, 2014, DHS issued the RFP under the provisions of Federal Acquisition Regulation (FAR) subpart 16.5² to existing EAGLE II contract holders, to provide professional services and support for DHS's NextGen EOC, including the OneNet Network Operations Center. RFP at 13. Specifically, the solicitation sought performance management capabilities, with associated advanced technologies and integrated tools to support the NextGen EOC. Id. The RFP anticipated the issuance of a fixed-price task order with time-and-materials and cost reimbursement contract line item numbers (CLINs), for a base period of one year, with three 1-year options. Id. at 78.

The solicitation provided for award on a best-value basis, considering the following five factors, in descending order of importance: (1) technical approach and understanding of the requirements, (2) management approach and personnel, (3) past performance, (4) small business participation, and (5) price/cost. Id. at 80-81. All non-price factors, when combined, were significantly more important than price. Id. To be eligible for award, large businesses were required to be rated acceptable under the small business participation factor. Id. In addition, the solicitation directed offerors to include any deviations or assumptions applicable to the RFP in the proposal's cover letter. Id. at 73.

DHS received proposals from seven offerors, including STG and SRA, by the closing date of January 22, 2015. Contracting Officer (CO) Statement at 2. STG is the incumbent contractor for the requirement. After an initial review of proposals,

¹ References herein to the RFP are to the most current version that is conformed through the first amendment.

² The RFP was issued under an existing multiple-award, indefinite-delivery, indefinite-quantity (ID/IQ) contract known as the Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) II.

the agency provided clarification questions to three offerors, including SRA, regarding their pricing reports. As relevant here, the technical evaluation team (TET) issued a clarification to SRA regarding a rounding error, which resulted in SRA's price increasing by 26 cents. AR, Tab 13, Price Negotiation Memo, at 18. In addition, SRA received a clarification asking why SRA did not price its transition-out plan³ for the base period. Id. The agency concluded that SRA's pricing in this regard complied with the agency's instructions to offerors that they should not include transition-out pricing during the base period, but only during the option periods. Id.; RFP Q&A No. 94, at 15 (confirming that offerors need not price transition-out during the base period).

After evaluating proposals, the TET assigned the following adjectival ratings to STG's and SRA's proposals:⁴

	STG	SRA
Technical Approach	Acceptable	Acceptable
Management Approach & Personnel	Good	Good
Past Performance	Outstanding	Good
Small Business Participation	Good	Good
Price/Cost	\$21,911,592.76	\$19,638,276.27

AR, Tab 12, TEP Consensus Memo, at 7; Tab 13, Price Negotiation Memo, at 18.

As discussed in detail below, with regard to the technical approach and understanding factor, the TET assigned STG's proposal an acceptable rating. AR, Tab 12, TEP Consensus, at 16. The TET stated that STG's proposal "reflected a detailed knowledge and understanding of the DHS EOC technical requirements, DHS policy, and organizational culture," and that STG's "technical proposal provides numerous strengths, denoting that STG is potentially able to support the requirements cited in the Statement of Work." Id. The TET also found, however, that "STG stipulated numerous assumptions that significantly limit their performance and are seen as risks and deficiencies to the government." Id. Specifically, the TET listed the following two deficiencies:

³ The solicitation's Statement of Work (SOW) § 2.5.2 required that offerors provide a transition-out plan, for approval 60 calendar days before the end of period of performance of the last exercised option period, to provide services and information for a smooth transition of operations to a follow on Contractor. RFP at 27.

⁴ The TET assessed the technical proposals as outstanding, good, acceptable, or not acceptable. AR, Tab 12, Technical Evaluation Panel (TEP) Consensus Memo, at 3.

- The offeror stated they will not be accountable for large variations (“will not deviate more than 10% in 2 months”), associated with the volume of tickets. This presents a cost and staffing risk (cover letter, page 2).
- The offeror placed limits on the number of presentations per month. There is no mitigation plan to deal with technical limits and the variable operational demands of an Operations Center (cover letter, page 5).

Id. at 17. The TET also identified numerous risks based on the assumptions in STG’s proposal including, for example, that “[t]he offeror makes the assumption that ‘for resource planning purposes, they will only do[.]’” (1) two presentations per month, (2) one briefing/meeting minutes per week, (3) one after action report per week, (4) one engineering change request report per month, (5) one ad-hoc task order progress meeting per quarter, and (6) two network problem reports and documentation per month. Id. at 16-17.

Although STG received a consensus rating of acceptable under the technical understanding and approach factor, the task order decision official (TODO) eliminated STG from consideration for award, concluding that “[STG] included assumptions that the Government will not agree to such as:”

[T]he number of assets will not deviate by more than 5%, actual number of tickets will not deviate more than 10% for more than two months and they will not be accountable for large variations associated with the volume of tickets which presents a cost and staffing risk to the Government.

AR, Tab 5, Source Selection Decision Document (SSDD), at 3. The TODO explained: “I concur with the Technical Evaluation Team that the assumptions STG provided in [its] proposal narrowed [its] ability to meet the requirements outlined in the Statement of Work.” Id. The TODO also stated that “STG did not provide a mitigation plan that discussed how they would manage the assumptions provided in their proposal.” Id. The TODO concluded: “As a result, the assumptions provided by STG were properly documented by the [TET] as deficiencies and risks to the Government.” Id.

The TODO also eliminated three other offerors from consideration for award due to their unacceptable ratings in the technical approach and understanding factor. Id. In addition, the TODO stated that a fourth offeror was eliminated from award consideration based on an unacceptable rating in the management approach and personnel factor because it “failed to provide specific information about COOP [contingency and continuity of operations plan] recovery which presented risk to the Government.” Id. The TODO also explained that a fifth offeror was not considered for award because it provided incomplete pricing. Id. at 4.

With regard to SRA, the TODO stated that “SRA provides an acceptable technical and price proposal that is advantageous to the Government.” *Id.* Specifically, the TODO found that SRA’s proposal offered cost savings, technical advantages, and strengths, such as SRA’s “ability to exceed the requirements in the Statement of Work for the Service Level Objectives (SLOs) criteria, SRA’s ability to provide [DELETED], their ability to [DELETED] and their proposed staff efficiencies will result in cost savings to the Government.” *Id.* Accordingly, the TODO concluded that SRA’s proposal provided the best value under the terms of the solicitation, and awarded the task order to that firm. *Id.* On April 9, 2015, STG received a debriefing. AR, Tab 16, Debriefing Slides, at 1. This protest followed.⁵

DISCUSSION

STG challenges the evaluation of its and SRA’s technical proposals, as well as the evaluation of SRA’s price proposal. With regard to its own proposal, STG challenges the deficiencies and risks assessed under the technical approach and understanding factor, arguing that DHS unreasonably interpreted the expressed assumptions as exceptions to the RFP’s requirements. In addition, STG argues that DHS was required to seek clarifications related to those assumptions, and contends that the agency treated the offerors disparately by failing to do so. The protester also argues that the agency’s clarifications with certain other offerors constituted discussions which obligated DHS to engage in discussions with all offerors, including STG. Finally, the protester contends that the awardee engaged in an improper bait and switch scheme by proposing key personnel that it did not intend to provide. For the reasons discussed below, we conclude that the agency properly found that STG’s proposal was technically deficient and therefore ineligible for award. Accordingly, while we have considered all of STG’s allegations, and find that none provides a basis to sustain the protest, we address only a representative sampling herein.

In reviewing protests challenging an agency’s evaluation of proposals, our Office does not independently evaluate proposals; rather, we review the agency’s evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. SOS Int’l, Ltd., B-402558.3, B-402558.9, June 3, 2010, 2010 CPD ¶ 131 at 2. We have long held that the evaluation of proposals is a matter within the discretion of the procuring agency; we will question the agency’s evaluation only where the record shows that the evaluation does not have a reasonable basis or is inconsistent with the RFP. Hardiman Remediation Servs., Inc., B-402838, Aug. 16, 2010, 2010 CPD ¶ 195 at 3. An offeror risks

⁵ The value of the task order at issue is in excess of \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f)(1)(B).

having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. Recon Optical, Inc., B-310436, B-310436.2, Dec. 27, 2007, 2008 CPD ¶ 10 at 6.

Technical Evaluation of STG

STG challenges the two deficiencies and nine risks assessed to its proposal under the technical approach and understanding factor. STG argues that DHS unreasonably interpreted the expressed assumptions as exceptions to the RFP's requirements.

STG's Assumptions

As relevant here, the agency defined "deficiency" as "[a] material failure of a proposal to meet a Government requirement, as established in the RFP, and renders the proposal unacceptable; for example, omits data, making it impossible to assess compliance with the evaluation factors, or contains ambiguities that must be clarified before an assessment of compliance can be made." AR, Tab 11, Technical Evaluation Plan, at 13.

DHS assessed two deficiencies to STG's proposal under the technical approach and understanding factor. AR, Tab 12, TEP Consensus, at 17. Both deficiencies were based on assumptions in STG's proposal, which the agency evaluated as taking exception to the terms of the RFP. The first deficiency was based on STG's stated assumption relating to network problem identification, troubleshooting and identification tasks under SOW § 2.4.1.1. RFP at 18-19; AR, Tab 12, TEP Consensus, at 17. This portion of the solicitation stated that "[t]he [c]ontractor is responsible for identifying, defining, performing, and documenting . . . remedial actions taken to resolve network connectivity issues affecting OneNet core devices and services in the production environment." RFP at 19. To fulfill this requirement, the solicitation stated that the contractor shall "[c]reate a ticket . . . as soon as a condition is detected that has a performance impact on network services." Id. The RFP also included statistics which showed that the number of tickets deviated more than 10% between July and September 2014. RFP at 19, 41.

In response to this requirement, STG's proposal included an assumption that the "[a]ctual number of tickets will not deviate more than 10% for more than 2 months." AR, Tab 9a, STG Technical Proposal, at 2. The agency evaluated STG's assumption to mean that STG "will not be accountable for large variations . . . associated with the volume of tickets" (to include any variations exceeding 10% for more than a two-month period). AR, Tab 12, TEP Consensus, at 17. The TET concluded that this assumption "presents a cost and staffing risk," and, therefore, assessed a deficiency to STG's proposal. Id.

The second deficiency was based on an assumption regarding the RFP's requirement to provide presentations under SOW §§ 2.5.6 and 6.6. Specifically, the solicitation stated that the contractor shall prepare and deliver presentations "as requested" to cover the work described in the SOW. RFP at 29, 33. STG's proposal included an assumption that, "[f]or resource planning purposes, we have assumed a quantity as follows . . . [p]resentations (2 per month)." AR, Tab 9a, STG Technical Proposal, at 5. The TET concluded that STG's assumption "placed limits on the number of presentations per month." AR, Tab 12, TEP Consensus, at 17. In addition, the TET found that STG's proposal included "no mitigation plan to deal with technical limits and the variable operational demands of an Operations Center." Id.

STG asserts that its assumptions were intended solely to provide the agency with a basis of estimate for its pricing, and therefore, that it was unreasonable for the agency to interpret them as an indication that STG was imposing limitations on the work it would perform. In support of this argument, STG points out that its proposal "never stated that it would not be accountable or would refuse to address trouble tickets in excess of the assumption stated in its proposal," or that it would "[place] a limit on the number of presentations per month." Protester's Comments (May 26, 2015), at 4.

We conclude that the agency reasonably assessed the two deficiencies to STG's proposal. With regard to the first deficiency, the solicitation required the creation of tickets upon network problem identification, and the RFP included statistics which showed that the number of tickets deviated more than 10% between July and September 2014. RFP at 19, 41. The protester does not dispute the solicitation's requirements, or that STG's proposal assumed that the "[a]ctual number of tickets will not deviate more than 10% for more than 2 months." AR, Tab 9a, STG Technical Proposal, at 2. As for the second deficiency, the RFP required the delivery of presentations "as requested," and the protester does not dispute that STG's proposal stated in its assumptions that, "[f]or resource planning purposes, we have assumed a quantity as follows . . . [p]resentations (2 per month)." Id. at 5.

Although the protester contends that the agency's interpretation of STG's assumptions as a limitation on STG's performance was unreasonable, STG does not assert or demonstrate that its proposal provided any information to explain or support the bases for the assumptions. See Recon Optical, Inc., supra (it is an offeror's burden to submit an adequately written proposal with sufficiently detailed information to clearly demonstrate the merits of its proposal; an offeror risks rejection of its proposal if it fails to do so). Here, the agency found that STG's assumptions "presents a cost and staffing risk," AR, Tab 12, TEP Consensus, at 17, and "narrowed [STG's] ability to meet the requirements outlined in the Statement of Work." AR, Tab 15, Best Value Decision Document, at 3. Based on this record, we find nothing unreasonable regarding the agency's assessment of the deficiencies as a failure of STG's proposal to comply with the solicitation's technical requirements,

and its conclusion that STG's proposal was ineligible for award.⁶ To the extent the protester contends that its proposal submission was sufficient or should have been interpreted differently, the protester's disagreement with the agency's evaluation provides no basis to sustain the protest. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7 (mere disagreement with the agency's conclusions does not render the evaluation unreasonable).

Clarifications

STG next argues that DHS treated STG disparately with regard to clarifications.⁷ The protester points to the agency's clarification requests to SRA and two other offerors regarding their pricing reports, and asserts that the agency's failure to seek clarifications from STG regarding its assumptions constituted unequal treatment. The protester also contends that the agency's clarifications constituted discussions which triggered a duty for DHS to hold discussions with all offerors. For the reasons discussed below, we find no merit to these arguments.

In a negotiated procurement conducted pursuant to FAR part 15 (which is not directly applicable here), clarifications are "limited exchanges" between the government and offerors that may occur when award without discussions is contemplated. FAR § 15.306(a)(1). Such exchanges may allow offerors to clarify certain aspects of proposals or to resolve minor clerical errors. FAR § 15.306(a)(2). In contrast to discussions, requesting clarification from one offeror does not trigger a requirement that the agency seek clarification from other offerors. See Priority One Servs., Inc., B-288836, B-288836.2, Dec. 17, 2001, 2002 CPD ¶ 79 at 5. Although agencies have broad discretion as to whether to seek clarifications from offerors,

⁶ Because we find reasonable the agency's assessment of the two deficiencies and the conclusion that STG's proposal was ineligible for award, we need not address the nine risks also assessed by the agency for other assumptions included in STG's proposal. We note, however, that the agency's assessed risks essentially reflect the agency's concerns regarding other assumptions for which the agency concluded that the protester's proposal took exception to the RFP's requirements. While we do not discuss the protester's allegations regarding these risks in detail, we have reviewed each and conclude that none provides a basis to sustain the protest.

⁷ As noted above, this procurement was conducted as a competition between ID/IQ contract holders and, as such, was subject to the provisions of FAR § 16.505, 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; Uniband, Inc., B-289305, Feb. 8, 2002, 2002 CPD ¶ 51 at 3-4.

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 the technical or cost elements of the proposal, and/or otherwise revise the proposal. A.G. Cullen Constr., Inc., B-284049.2, Feb. 22, 2000, 2000 CPD ¶ 45 at 5-6.

We find no merit to STG's contentions that DHS was required in this procurement to seek clarifications from the firm with respect to its proposal assumptions. As noted above, even in a FAR part 15 procurement, an agency is permitted, but not required, to obtain clarifications from offerors. Moreover, requesting clarification from one offeror does not trigger a requirement that the agency seek clarification from other offerors. See Serco Inc., B-406061, B-406061.2, Feb. 1, 2012, 2012 CPD ¶ 61 at 13. The clarifications issued to SRA and several of the other offerors involved omissions or errors in their pricing reports, which were detected by DHS during its evaluation of the proposals. AR, Tab 13, Price Negotiation Memo, at 18. For example, the clarifications issued to SRA involved a rounding error in SRA's pricing report, and confirmation regarding SRA's transition-out pricing for the base period. Id. The clarifications with SRA and the two other offerors did not involve the technical acceptability of the proposals.⁸ Although the protester contends that, given the opportunity by the agency, STG could have "clarified" its intent with regard to its assumptions, there is no indication in the record that the agency had any reason to question the validity of the information submitted in STG's assumptions. See Environmental Quality Mgmt., Inc., B-402247.2, Mar. 9, 2010, 2010 CPD ¶ 75 at 5 (noting that the alleged error reasonably was not detected by the agency).

Furthermore, any exchanges between the agency and STG regarding STG's assumptions would have concerned the acceptability of STG's proposal and would have required that STG, at a minimum, revise its proposal in some manner, either by eliminating or modifying the assumptions, such that the assumptions no longer rendered STG's proposal technically deficient. See FAR § 15.306(d) (discussions under FAR part 15 occur when an agency communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal, or provides the offeror with an opportunity to revise or modify its proposal in some material respect); see also Environmental Quality Mgmt., Inc., supra; Supp. AR (June 5, 2015), at 30. Accordingly, we find no basis to sustain the protest.

We also conclude that the agency's clarifications did not constitute discussions. Where, like here, there is a dispute regarding whether exchanges between an agency and an offeror constituted discussions, we look at whether an offeror has been afforded an opportunity to revise or modify its proposal in some material

⁸ As discussed below, although the pricing proposal of one of the offerors was determined to be incomplete, the offeror was not permitted to revise or modify its proposal, and therefore, the agency did not engage in discussions with this offeror.

respect. Booz Allen Hamilton, Inc., B-405993, B-405993.2, Jan. 19, 2012, 2012 CPD ¶ 30 at 12. Communications that do not permit an offeror to revise or modify its proposal, but rather permit the offeror to explain or clarify what the offeror has already proposed to do, are clarifications and not discussions. Allied Tech. Grp., Inc., B-402135, B-402135.2, Jan. 21, 2010, 2010 CPD ¶ 152 at 6; SRS Techs., B-291618.2, B-291618.3, Feb. 24, 2003, 2003 CPD ¶ 70 at 3 n.4.

As discussed above, the agency issued clarifications to SRA and two other offerors regarding their pricing reports. The agency's clarifications to the two other offerors (Offeror A and Offeror B) concerned several CLINs in their pricing reports that were blank. The agency asserts that these exchanges were not discussions, but clarifications, because the offerors were not permitted to provide any missing information in response to the clarifications, but only to clarify whether the blank CLINs were intended to mean "zero." Supp. AR at 5. STG argues that the blank CLINs were material omissions, and therefore, that the exchanges constituted discussions.

Based on our review of the record, there is no indication that Offeror A or B were permitted to revise or modify their proposals in response to the agency's clarifications. Offeror A responded that the empty transition CLIN field in its pricing report reflected a cost of zero dollars to the Agency.⁹ AR, Tab 18, Clarifications Emails, at 1. We do not view this response as a change to Offeror A's pricing or a revision to the proposal; rather Offeror A clarified and confirmed the pricing report it had already submitted to DHS. Offeror B responded that it would provide pricing for some of the empty CLINs at a later date, and that it would provide transition to the government at no cost. Id. at 38. Rather than allow Offeror B to provide pricing for the empty CLINs, however, the agency concluded that Offeror B's price proposal was incomplete, and eliminated Offeror B from the competition. AR, Tab 13, Price Negotiation Memo, at 18.

Evaluation of SRA

STG raises numerous challenges to the agency's evaluation of SRA's technical and price proposals. While we do not address all of the protester's arguments in detail, we have reviewed each and conclude that none provides a basis to sustain the protest. We discuss some of STG's principal contentions below.

⁹ The agency states that Offeror A was later eliminated from the competition due to an unacceptable technical rating, but explains that the information that Offeror A provided in response to clarifications did not factor into the acceptability determination. Supp. AR at 4-5.

SRA's Staffing Plan

STG argues that DHS failed to evaluate STG's and SRA's proposals on a common basis. According to the protester, SRA's proposal included assumptions, which the protester contends were not evaluated in the same manner as the assumptions in STG's proposal. In support of this argument, the protester points to SRA's proposed staffing plan, which involved [DELETED]. Protester's Comments (May 26, 2015), at 28. STG contends that, because [DELETED], they were essentially the same as an assumption, and should have been evaluated in the same manner the agency evaluated STG's assumptions. STG contends that the [DELETED] created a serious risk of mission failure, and that if DHS had evaluated the offerors' assumptions equally, it would have found that SRA's staffing plan rendered SRA's proposal unacceptable.

As relevant here, the RFP requested that offerors propose innovative approaches to staffing. Supp. CO Statement (June 4, 2015) at 1; RFP at 13 ("The proposed solutions shall include innovative ideas regarding staffing, software and hardware monitoring tools, processes, types and content of reports and documentation, and any other element which could make the NextGen Enterprise Operation Center more effective and efficient."). SRA's proposed staffing plan stated that [DELETED]. Supp. CO Statement (June 4, 2015) at 1; AR, Tab 7c, SRA Technical Proposal, at 3-15. SRA's staffing plan [DELETED]. Id. As the contracting officer explains, "SRA provided the details of the [DELETED] as well as [DELETED]." ¹⁰ Supp. CO Statement (June 4, 2015) at 2.

In evaluating SRA's proposal, the agency assessed two strengths for SRA's proposed staffing plan. See AR, Tab 12, TEP Consensus, at 8 ("[DELETED]."); id. at 9 ("[DELETED]."). ¹¹ Overall, SRA's proposal received an acceptable rating under factor 1 (technical acceptability and understanding of the requirements) and a good rating under factor 2 (management approach and personnel). Id.

Based on our review of the record, we find nothing to indicate the agency's evaluation treated the offerors unequally or was otherwise unreasonable. The record reflects that the agency considered SRA's staffing plan to be consistent with the RFP's request for "proposed solutions . . . includ[ing] innovative ideas regarding staffing." RFP at 13. In this regard, SRA's proposal provided detailed information and explanation regarding the rationale behind SRA's staffing plan. AR, Tab 7c, SRA Technical Proposal, at 3-15. SRA's proposal did not take any exceptions to the RFP's stated requirements. Id. In contrast, as discussed above, the agency

¹⁰ For example, the contracting officer states: "They defined . . . innovation through their [DELETED]." Supp. CO Statement (June 4, 2015) at 2.

¹¹ The TET also assessed one risk and one weakness associated with SRA's staffing plan. AR, Tab 12, TEP Consensus, at 8-9.

found that STG's proposal took exception to the terms of the RFP. AR, Tab 12, TEP Consensus, at 16-17. The protester has failed to demonstrate that DHS's evaluation here was improper. On this record, we find no basis to sustain the protest.

Cost/Benefit Service Level Objectives (SLOs)

Next, the protester argues that the agency disparately evaluated similar statements in STG's and SRA's proposals. As discussed above, DHS assessed a risk to STG's proposal based on the following stated assumption in STG's proposal: "[T]here are no . . . SLOs that commit [us] to 'improved cost/benefit' resources." AR, Tab 12, TET Consensus, at 16. The protester notes that SRA's proposal included a similar statement, which was not assessed a risk by the agency:

There is currently no SLO identified to manage the Surge tasks described in the SOW; the SRA Team will work with ESD [Enterprise Services Division] after contract award to define and implement a SLO that can measure the performance of this task, if ESD wishes.

AR, Tab 7b, SRA Technical Proposal, at 2-8.

DHS disagrees that the two statements are similar: "While SRA's statement is positive and seeks to work to mitigate risk, STG's assumption is an attempt to shirk a contract requirement." Supp. AR (June 5, 2015), at 16. DHS contends that it was reasonable for the agency to determine that STG's assumption presented a risk to the agency, and that SRA's statement did not. The contracting officer states that the difference between the two statements is that SRA "proactively added that [it] would work with ESD after contract award to define and implement a SLO that can measure the performance of the task," whereas, "STG completely removed themselves of the responsibility of defining any SLOs and providing improved cost/benefit resources." Supp. CO Statement (June 4, 2015), at 2. Based on this record, we find nothing unreasonable or unequal regarding the agency's evaluation.

SRA's Contingency and Continuity of Operations Plan (COOP)

STG also challenges the agency's evaluation of SRA's COOP. As discussed above, the RFP required the submission of an offeror's COOP--which is a plan "in the event of a natural or man-made disaster that may disrupt service capabilities"--and stated that this plan would be evaluated under the management approach and personnel factor. RFP at 74, 80. In response to several questions regarding the level of detail required for evaluation of the COOP, the agency advised that "a high level description will suffice." RFP, Q&A No.11, No.18.

STG does not assert that SRA's COOP failed to meet the RFP's requirements. Rather, the protester contends that DHS evaluated SRA's COOP unequally compared to the agency's evaluation of another offeror's COOP. Specifically, STG

contends that the agency should have assigned a deficiency, rather than a weakness, for SRA's COOP under the management approach and personnel factor because, according to the protester, SRA's COOP contained much less detail than the other offeror's COOP, which was assessed a deficiency by the agency for "fail[ing] to provide any specific informational details and time frame for COOP recovery." AR, Tab 12, TEP Consensus, at 21.

DHS responds that SRA's COOP was "specific to DHS," while the other offeror's COOP was "a generalized corporate plan and not specific to DHS," and that this is why the evaluations differed for the two offerors. Supp. AR (June 5, 2015), at 26; AR, Tab 7c, SRA Proposal, at 14; Tab 27, Offeror C COOP, at 3. In addition, the agency asserts that the protester's argument fails for a lack of prejudice. We agree. The protester does not argue, and there is no evidence in the record to indicate, that SRA's COOP fails to comply with the RFP's requirements. Accordingly, because STG's proposal still would have been ineligible for award even if the other offeror's proposal had similarly been assessed a weakness, rather than a deficiency, for its COOP, we find that the protester has failed to establish prejudice. See CACI Techs., Inc., B-408552, Nov. 1, 2013, 2013 CPD ¶ 255 at 10 (competitive prejudice is a necessary element of any viable bid protest). In sum, we find no basis upon which to sustain the protest.

Price Evaluation

STG argues that the solicitation required the conduct of a price realism evaluation, and that DHS improperly failed to perform a price realism evaluation of the proposals. DHS disagrees, arguing that the solicitation did not require the agency to conduct a price realism assessment. For the reasons discussed below, we conclude that the RFP did not require the evaluation of price realism.

An agency's concern in making a price reasonableness determination focuses on whether the offered prices are too high, rather than too low. Vital Link, Inc., B-405123, Aug. 26, 2011, 2011 CPD ¶ 233 at 6. Where there is no evaluation factor providing for consideration of price realism, a determination that an offeror's price is too low generally concerns the offeror's responsibility. PAE Gov't Servs., Inc., B-407818, Mar. 5, 2013, 2013 CPD ¶ 91 at 6. While an agency may conduct a price realism analysis in awarding a fixed-price contract for the limited purposes of assessing whether an offeror's low price reflects a lack of technical understanding or risk, see FAR § 15.404-1(d)(3), offerors must be advised that the agency will conduct such an analysis.¹² Emergint Techs., Inc., B-407006, Oct. 18, 2012, 2012

¹² As discussed above, this procurement was conducted as a competition between ID/IQ contract holders and, as such, was subject to the provisions of FAR part 16, not FAR part 15. However, to the extent the solicitation requires the agency to

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CPD ¶ 295 at 5-6. As our Office has held, in the absence of an express price realism provision, we will only conclude that a solicitation contemplates a price realism evaluation where the RFP expressly states that the agency will review prices to determine whether they are so low that they reflect a lack of technical understanding, and where the RFP states that a proposal can be rejected for offering low prices. DynCorp Int'l LLC, B-407762.3, June 7, 2013, 2013 CPD ¶ 160 at 9. Absent a solicitation provision providing for a price realism evaluation, agencies are neither required nor permitted to conduct one in awarding a fixed-price contract. Emergint Techs., Inc., supra.

The RFP's price evaluation factor here makes no mention of a price realism evaluation. The RFP's provision relating to the agency's evaluation of price provides, in pertinent part, "[p]ricing will be evaluated to determine whether it is reasonable for the conduct of the proposed task order, reflects a clear understanding of the requirements, and is consistent with the methods of performance described in the Offeror's proposal." RFP at 82. Nothing in the RFP stated that the agency planned to evaluate proposed prices to determine whether they were so low that they reflected a lack of technical understanding, and nothing in the RFP stated that the agency could reject a proposal for offering unrealistically low prices. We therefore find that the RFP's price evaluation criteria contemplated the evaluation of price proposals for reasonableness, and not for realism.¹³

Bait and Switch

Finally, STG contends that SRA engaged in an improper bait and switch scheme by proposing key personnel that it did not intend to provide during contract performance. We find no merit to this argument.

The solicitation identified four key personnel, including a program manager. RFP at 74-75. The RFP set forth required qualification and education requirements for each, and required offerors to submit resumes for proposed key personnel. Id. STG contends that, immediately upon contract award, SRA begin soliciting STG

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perform a price realism analysis, we will consider whether the agency's evaluation was reasonably conducted.

¹³ STG argues that the agency failed to evaluate SRA's pricing to determine whether it "reflects a clear understanding of the requirements, and is consistent with the methods of performance described in the Offeror's proposal," as required by the RFPs price evaluation criteria. However, because an agency may not evaluate an offeror's proposed technical approach based on the realism of the proposed prices without expressly advising that such an evaluation will be performed, the protester's argument here provides no basis to sustain the protest. See Milani Constr., LLC, B-401942, Dec. 22, 2009, 2010 CPD ¶ 87 at 5.

personnel for key personnel management positions, including the program manager position. STG alleges that, in light of these recruitment efforts, SRA is likely not providing the key personnel it proposed and upon which the agency based its evaluation, which the protester asserts demonstrates that SRA's proposal either intentionally or negligently misled DHS's evaluators.

In response to the protest, the contracting officer states that the agency learned shortly after contract award that SRA's proposed program manager was not available for the job. CO Statement (May 14, 2015), at 13-14. SRA contends, however, that at the time of proposal submission, SRA reasonably expected that the program manager would be available for contract performance.

An offeror may not propose to use specific personnel that it does not expect to use during contract performance, as doing so would have an adverse effect on the integrity of the competitive procurement system. AdapTech Gen. Scientific, LLC, B-293867, June 4, 2004, 2004 CPD ¶ 126 at 5. To establish an improper bait and switch scheme, a protester must show a firm either knowingly or negligently represented that it would rely on specific personnel that it did not reasonably expect to furnish during contract performance, and that the misrepresentation was relied on by the agency and had a material effect on the evaluation results. Data Mgmt. Servs. JV, B-299702, B-299702.2, July 24, 2007, 2007 CPD ¶ 139 at 10.

Here, we find that STG's protest furnishes no basis to conclude that SRA either knowingly or negligently represented that it would rely on specific personnel that it did not expect to furnish during contract performance. See AdapTech Gen. Scientific, LLC, supra. The record shows that SRA's proposal included named resumes for all four proposed key personnel. AR, Tab 7c, SRA Technical Proposal, at A-1-A-12. Although SRA's proposed program manager was not available for performance at the kick-off meeting after contract award, the protester points to nothing in the record indicating that this individual (or any of the other named key personnel) was unavailable, unwilling, or unlikely to perform under the contract when SRA submitted its proposal. Instead, the record reflects that SRA's proposed program manager had been an SRA employee since 2009, and was an SRA employee at the time of proposal submission.¹⁴ See AR, Tab 7c, SRA Technical Proposal, at 3-16; app. A, at A1-A-12; Intervenor's Comments (May 26, 2015), at 5, n.1. STG simply does not provide any evidence that demonstrates that SRA made a misrepresentation with regard to its proposed key personnel.

In addition, to the extent SRA is replacing its proposed program manager with STG's incumbent program manager, as STG alleges, the record reflects that the agency evaluated STG's program manager as better qualified than SRA's program

¹⁴ Similarly, two of the other personnel proposed by SRA have been long-term SRA employees. See AR, Tab 7c, SRA Technical Proposal, at 3-16; app. A, at A-1-A-12.

manager. Compare, AR, Tab 12, TET Consensus, at 9, with, id. at 17 (showing TET's assessment of a strength for STG's proposed program manager). Accordingly, even assuming for the sake of argument that there is evidence of an intent to switch, STG's argument that an impermissible bait and switch occurred must fail because there is no evidence of baiting. See AT&T Gov't Solutions, Inc., B-406926 et al., Oct. 2, 2012, 2013 CPD ¶ 88 at 15. That is, because the substitution of personnel that are equally or better qualified than those designated in a proposal could not have had a material effect on the evaluation results, such substitution does not constitute an impermissible bait and switch. Id.

With regard to STG's allegations regarding the awardee's post-award recruiting efforts, we do not find that the record here demonstrates that the awardee's proposal was based on an improper bait and switch scheme. See AT&T Gov't Solutions, Inc., supra (“[I]t is neither unusual nor inherently improper for an awardee to recruit and hire personnel previously employed by an incumbent contractor.”).

SRA's proposal stated that [DELETED].” AR, Tab 7c, SRA Technical Proposal, at 3-3. In addition, the solicitation contemplated that the successful contractor might have to replace key personnel. RFP at 53 (4.2 Substitution of Key Personnel). Accordingly, the mere fact that SRA was recruiting incumbent personnel after award does not establish that SRA's proposed key personnel were, or are, unavailable to perform the contract work. See AT&T Gov't Solutions, Inc., supra, at 12. In addition, SRA's recruiting efforts do not demonstrate that SRA either knowingly or negligently represented that it would rely on specific personnel that it did not expect to furnish during contract performance. See Veda Inc., B-278516.2, Mar. 19, 1998, 98-1 CPD ¶ 112 at 16-17. Moreover, to the extent that the agency has permitted SRA to replace key personnel after award, this is a matter of contract administration, which our Office does not review. See 4 C.F.R. § 21.5(a); United Concordia Cos., Inc., B-404740, Apr. 27, 2011, 2011 CPD ¶ 97 at 6. For these reasons, we find no basis to sustain the protest.

The protest is denied.

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General Counsel