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Decision

Matter of: Lovelace Scientific and Technical Services

File: B-412345

Date: January 19, 2016

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Robert M. Webb, Esq., Department of Homeland Security, for the agency.

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DIGEST

1. Protest that agency improperly evaluated protester's technical proposal is denied where proposal ratings are supported by the record and consistent with the solicitation.

2. Protest that awardee has unequal access to information type organizational conflict of interest is denied where record reflects that any advantage arising from awardee's prior contract performance was normally occurring incumbent advantage, and the agency did not give the incumbent preferential treatment.

DECISION

Lovelace Scientific and Technical Services, located in Albuquerque, New Mexico, protests the award of a contract to Battelle National Biodefense Institute (BNBI), located in Columbus, Ohio, under request for proposals (RFP) No.

HSHQDC-15-R-00050, issued by the Department of Homeland Security (DHS), for the operation and management of DHS's National Biodefense Analysis and Countermeasures Center (NBACC), located in Frederick, Maryland. Lovelace argues that the agency unreasonably evaluated its proposal and failed to mitigate an apparent organizational conflict of interest.

We deny the protest.

BACKGROUND

The RFP was issued on March 16, 2015, and contemplated the award of a cost-reimbursement hybrid contract, consisting of cost-plus-fixed-fee and cost-plus-award-fee line items, for the operation and management of the NBACC, which is a Federally Funded Research and Development Center.¹ The NBACC was established to develop technologies, products, and capabilities to support DHS in fulfilling its mandates with respect to countering terrorist attacks and other major disasters involving human biological agents. Contracting Officer's (CO's) Statement at 2.

Award was to be made on the basis of a best-value tradeoff selection, considering the following five factors: (1) management and technical approach; (2) past performance; (3) small business participation; (4) earned value management system approach; and (5) cost/price. RFP at M-4. The five evaluation factors were listed in descending order of importance. Id. at M-16. The RFP provided that factors one through four, when combined, were more important than the cost/price factor. Id. The management and technical approach factor was comprised of the following four subfactors, which were considered to be of equal importance: (1) management approach; (2) technical approach; (3) quality control and regulatory compliance plans; and (4) transition approach.² Id. The solicitation provided that the agency might elect not to conduct discussions, and thus encouraged offerors to include their best terms, from both a cost and technical perspective, in their proposals. RFP at L-12.

¹ Prior to the issuance of the RFP, the agency issued a draft solicitation, hosted a site visit, conducted a pre-proposal conference, and responded to questions submitted by prospective offerors. Agency Report (AR) at 6.

² Possible ratings under the management and technical approach subfactors ranged from outstanding to unacceptable. RFP at M-17. The RFP defined a rating of satisfactory as follows:

Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

RFP at M-17. The RFP defined a rating of marginal rating as follows:

Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.

Id.

As relevant here, the solicitation established that, under the management approach subfactor, the agency would evaluate, among other things, security clearances, education, and relevant experience for all proposed labor categories. RFP at M-6. In addition, the agency would evaluate whether the NBACC laboratory director had the proper authority, responsibility, and accountability needed to direct, assign resources, and manage the successful accomplishment of all aspects of program management, including schedule management, quality workmanship, and cost control. Id.

Regarding the technical approach subfactor, the solicitation advised offerors that DHS would evaluate the extent to which the offeror showed an understanding of the technical requirements and magnitude of work provided in the statement of work (SOW), as well as the extent to which the offeror's approach to emergency operations and consequence management showed an understanding of the critical nature of the work. Id. at M-8.

Under the quality control and regulatory compliance subfactor, the RFP provided that the agency would evaluate each offeror's quality control plan to determine the extent to which the plan provided discernible metrics for the operation of the facility through all contract phases and addressed the authority of the offeror's quality control manager. RFP at M-8. The agency would also evaluate each offeror's quality assurance processes, procedures, and management, as well as each offeror's regulatory compliance plan. RFP at M-9.

Regarding the transition approach subfactor, the RFP provided that the agency would evaluate proposals to determine an offeror's understanding, approach to, and ability to meet the solicitation requirements for the transition approach. Id. Under this subfactor, the agency would assess the offeror's technical proposal with respect to compliance with the solicitation's requirements. Id. The agency would also evaluate the extent to which the offeror's proposal and transition plan provided for a seamless move to management, scheduling, phasing, and cost functions, while still meeting milestone dates. Id. Finally, the agency would evaluate the extent to which the transition plan addressed specific elements listed in the solicitation. Id.

The agency received proposals from the protester and BNBI by the RFP's June 4 closing date.³ CO's Statement at 7. Thereafter, the source selection evaluation board (SSEB), which was comprised of subject matter experts, evaluated proposals under the management and technical approach factor and the past performance factor. Id. The contracting officer evaluated proposals under the remaining factors, and conducted a cost realism analysis of each proposal. Id. at 8. The evaluation results for BNBI and Lovelace were as follows:

³ These were the only two proposals received.

Evaluation Factor	BNBI	Lovelace
Management and Technical Approach	Good	Satisfactory
Management Approach	Good	Marginal
Technical Approach	Good	Satisfactory
Quality Control and Regulatory Compliance	Good	Satisfactory
Transition Approach	Good	Marginal
Past Performance	Relevant/ Very Good	Relevant/ Very Good
Small Business Participation	Acceptable	Acceptable
Earned Value Management System Approach	Acceptable	Acceptable
Cost/Price		
Proposed Total Estimated Cost	\$480,569,436	\$459,829,786
Evaluated Estimated Cost	\$480,571,040	\$459,829,786

AR, Tab K, Source Selection Decision, at 5.⁴

The SSEB and the CO provided their evaluation findings to a source selection advisory council (SSAC). *Id.* The SSAC reviewed the proposals, as well as the SSEB and CO evaluations, and conducted a tradeoff analysis. *Id.* Based on its review, the SSAC recommended award to BNBI. The SSAC then reported its findings to the source selection authority (SSA). The SSA conducted an independent review of proposals, as well as reviewing the evaluation findings of the SSEB, CO, and SSAC. The SSA concurred with the SSAC's recommendation that BNBI's proposal represented the overall best value to the government. *Id.* at 9.

The protester was notified of the award to BNBI on September 21 and received a debriefing on October 6. CO's Statement at 9. This protest followed on October 13.

⁴ The SSEB identified two minor strengths and three major weaknesses in the protester's proposal under the management approach subfactor; eight minor strengths and two major weaknesses under the technical approach subfactor; three minor strengths, two major weaknesses and two minor weaknesses under the quality control and regulatory compliance subfactor; and one minor strength and one major weakness under the transition approach subfactor. Agency Report, Tab I, Lovelace Evaluation, at 6-28.

DISCUSSION

Lovelace's protest raises numerous issues regarding the agency's evaluation and resulting award decision. The protester challenges the agency's findings of major weaknesses under each management and technical approach subfactor, as well as the overall management and technical approach rating assigned to its proposal. In addition to specific challenges to the substance of the agency's findings, the protester generally alleges that the agency was biased in favor of BNBI, which is the incumbent contractor, and, as a result, subjected the protester to disparate treatment. The protester also alleges that BNBI had an unfair competitive advantage because the agency failed to mitigate an unequal access to information organizational conflict of interest. As discussed below, we find the protester's arguments to be without merit.

Management and Technical Approach Evaluation Allegations

Lovelace challenges each of the agency's findings of major weakness.⁵ For example, the protester disputes the reasonableness of the following three findings under the management approach subfactor:

- The proposed laboratory director does not have the authority needed to manage the NBACC because this individual is not a Lovelace employee. The proposed "work around" overly complicates the management approach and could potentially impact the NBACC's ability to respond to emergent requirements.
- Several of the proposed key staff do not have security clearances.
- The protester proposed to use its offsite consortium regional business staff to generate reports, which was inconsistent with the solicitation requirement that all NBACC staff be located at the NBACC facility at Ft. Detrick.

⁵ The protester also makes a general objection to the solicitation's adjectival rating scheme, complaining that per the terms of the RFP, a proposal did not need to include all of the attributes of the rating definitions in order to be eligible for the specified adjectival ratings. RFP at M-16. This complaint constitutes an untimely challenge to the terms of the solicitation. Our Bid Protest Regulations specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). To the extent the protester had concerns about the adjectival rating scheme presented in the solicitation, Lovelace should have challenged the terms of the solicitation prior to closing.

Protest at 16, 18; Protester's Comments at 9-10.

In reviewing a protest challenging the agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency, as the evaluation of proposals is generally a matter within the agency's discretion. Del-Jen Educ. & Training Group/Fluor Fed. Solutions LLC, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 8. Rather, we will review the record to determine whether the agency's evaluation was reasonable; consistent with the stated evaluation criteria, applicable procurement statutes, and regulations; and adequately documented. Shumaker Trucking & Excavating Contractors, Inc., B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3.

Regarding the first weakness above, Lovelace argues that it was inconsistent with the terms of the solicitation and unreasonable for the agency to find the laboratory director's lack of authority a major weakness. We find the protester's complaint of inconsistency with the terms of the RFP to be unfounded given that the RFP explicitly provided that the agency would evaluate whether the proposed laboratory director had the proper authority, responsibility, and accountability needed to direct, assign resources, and manage the successful accomplishment of all aspects of program management, including schedule management, quality workmanship, and cost control. RFP at M-7.

With regard to the allegation that the finding was unreasonable, Lovelace's proposal indicated that the protester's management approach contained three separate but interconnected components: overall governance, contractual management, and technical management. AR, Tab H, Lovelace's Proposal at 17. The proposal also described individual roles, noting, for example, that the laboratory director would have overall responsibility for the appropriate conduct and successful completion of the entire body of work encompassed by the task, but also indicating that Lovelace's president would be responsible for overall program leadership. Id. Additionally, the proposal explained that the business operations manager and laboratory director would be the center of contractual and technical communication between the NBACC and the consortium team, and all administrative and contractual requirements would flow up through the laboratory director to Lovelace's president.⁶ Id. In this regard, Lovelace's proposal explained that because the laboratory director is a subcontractor, the ultimate executor of all legally binding contract actions would rest with the prime contractor, which would include Lovelace's president and the business operations manager. Id. at 17, 51.

⁶ Lovelace proposed to perform the services sought by the agency using what it refers to as a consortium, composed of Lovelace as the prime contractor, as well as a number of subcontractors. AR, Tab H, Lovelace's Proposal, Executive Summary, at 1.

The SSA provided a detailed narrative setting out its concerns about the authority given to the laboratory director. AR, Tab K, Source Selection Decision at 16-17. Among other things, the SSA noted that Lovelace's management approach divided roles and responsibilities among members of its consortium without making the various subcontractors directly accountable to the laboratory director, and found that the laboratory director and business operations manager had differing responsibilities with no single line of authority. Id. Additionally, the SSA found that Lovelace's statement that its president would be responsible for overall program leadership raised further questions about the laboratory director's authority. Finally, citing the inability of the laboratory director to enter into binding contracts, the SSA concluded that the protester failed to clearly provide the laboratory director with the authority needed to manage all aspects of program management, and found that the proposed workaround provided in Lovelace's proposal overly complicated the management approach and could potentially impact the NBACC's ability to promptly respond to emergent requirements. Id. at 16-18.

The protester disagrees with the agency's findings, and contends that it would be inappropriate for the laboratory director to exercise contractual authority in certain situations or to have unilateral authority for all functions of the laboratory. Protester's Comments on the AR at 14-15. According to the protester, the fact that the laboratory director and the business operation manager have to collaborate to enter into contracts should actually be considered a strength because the collaboration would provide a sort of check and balance system that would avoid fraud, waste, and abuse. Protest at 18. The protester's arguments amount to nothing more than disagreement with the agency's conclusions, and, as we have previously held, an offeror's disagreement with an agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. Birdwell Bros. Painting & Refinishing, B-285035, July 5, 2000, 2000 CPD ¶ 129 at 5.

Next, Lovelace challenges the finding of a major weakness related to the security clearances of its proposed key personnel.⁷ According to Lovelace, the agency

⁷ We note that the agency also assigned major weaknesses to the protester's proposal under the technical approach and the quality control/regulatory compliance subfactors related to the lack of security clearances. AR, Tab K, Source Selection Decision, at 19-22, 33. In concurring with the finding of major weakness under the technical approach subfactor, the SSA noted that Lovelace's failure to appropriately recognize the need for specific key personnel to have security clearances could indicate a failure to understand, plan for, and carry out the mission of NBACC in its management and technical approaches. AR, Tab K, Source Selection Decision at 33. The SSA also concurred in the finding of major weakness under the quality control and regulatory compliance subfactor, noting that the lack of properly cleared key personnel would have an impact under this subfactor because appropriate

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ignored portions of its proposal that addressed the clearances of its personnel in a general way, reached unreasonable conclusions regarding the risk posed by Lovelace's proposal, used unstated evaluation criteria in requiring that these individuals should have clearances, and erred in its decision not to afford Lovelace the opportunity to provide clarifications on this point.⁸ The record does not support the protester's assertions.

The solicitation provided that the agency would evaluate clearances, education, and relevant experience for all proposed labor categories under the management approach subfactor. RFP at M-6. The RFP required offerors to include the current level of security clearance, as well as the status of the clearance (final, interim, or pending) in their key personnel resumes.⁹ Id. at L-29-30.

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clearance levels are essential for key personnel tasked with ensuring the compliance of laws and regulations that govern the establishment and operation of the facility. Id. at 40. We have held that an agency may properly downgrade a firm under more than one criterion based on the same information or deficiency where, as in the present case, the deficiency affects the acceptability of the firm's proposal in more than one area. Greenbrier Industries, Inc., B-252943, Aug. 11, 1993, 93-2 CPD ¶ 91 at 3.

⁸ While the protester argues that the agency's evaluation of its proposed security clearances, or lack thereof, generally provides an example of bias against the protester, the protester's assertion, as well as other arguments alleging bias raised by the protester, are not supported by the record. As a general matter, government officials are presumed to act in good faith, and a protester's contention that procurement officials were motivated by bias or bad faith must be supported by clear and convincing evidence. Career Innovations, LLC, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-9. Where a protester alleges bias, it must not only provide credible evidence clearly demonstrating bias against the protester or in favor of the awardee, but must also show that this bias translated into action that unfairly affected the protester's competitive position. Global Integrated Sec. (USA) Inc., B-408916.3 et al., Dec. 18, 2014, 2014 CPD ¶ 375. Given that the agency's evaluation is reasonable and clearly documented, there is no support for the protester's arguments in this regard.

⁹ The protester contends that the agency should have specified the required levels of clearance for key personnel in the RFP. Protester's Comments at 8. To the extent the protester felt that the RFP did not contain sufficient information in this regard, Lovelace should have raised that issue prior to the closing time for the receipt of proposals, consistent with our Bid Protest Regulations. See 4 C.F.R. § 21.2(a)(1). The argument now proffered by the protester is untimely.

Lovelace submitted key personnel resumes, as required by the solicitation. Rather than listing a clearance status for the proposed business operations manager and environmental, health, and safety manager, however, it included the words “not applicable” under “security clearance and status” for those two positions. AR, Tab H, Lovelace’s Proposal at G-11 and G-17. Lovelace provided no information at all with regard to the clearance level on the resume of the leader of the consortium that would be performing the work, leaving that section blank. Id. at G-1.

Because Lovelace proposed key personnel without security clearances, the SSEB assigned a major weakness to Lovelace’s proposal under the management approach subfactor, noting that an appropriate clearance level is essential for key personnel, and citing specific instances where the lack of a clearance would be an impediment to performance. AR, Tab I, SSEB Report at 7. The SSA agreed, concluding that the need for clearances could potentially cause delays that would create risks for the agency and speculating that Lovelace lacked an understanding of the duties and responsibilities of those staff members.¹⁰ AR, Tab K, Source Selection Decision, at 20-21.

Lovelace contends that the agency ignored portions of its proposal that generally indicated that it would comply with regulations regarding classified personnel and materials, and that it would assist new staff in obtaining clearances as needed. Protest at 19. Lovelace also argues that the agency should have known that it would comply with security requirements based upon its previous experience and the experiences of its consortium members, and argues that during the transition period, all key personnel who needed clearances would have been able to obtain them. Id. Additionally, Lovelace disagrees with the potential for problems and delays identified by the agency arguing, for example, that the environmental, health, and safety manager would not be hampered from doing his job based on a lack of security clearance. Comments on the AR at 13. Finally, Lovelace contends that the agency could have and should have sought a clarification regarding its proposed security clearances for key personnel.

As discussed above, when reviewing an agency’s evaluation, we will review the record to determine whether the agency’s evaluation was reasonable; consistent with the stated evaluation criteria, applicable procurement statutes, and regulations; and adequately documented. Shumaker Trucking & Excavating Contractors, Inc., supra. Here, there is nothing in the record to indicate that the agency’s evaluation was unreasonable.

¹⁰ For example, the SSA noted that the environmental, safety, and health manager had to be capable of entering all spaces, including, among other things, top secret/sensitive compartmented information spaces, in order to carry out the duties of the position. Id. at 21.

We think that the agency reasonably viewed Lovelace's failure to provide information about the clearance held by Lovelace's president, and its explicit indications that clearances were not applicable for the business operations manager and the environmental, safety, and health manager, as showing that Lovelace did not believe the personnel in those positions were required to have clearances. It was further reasonable, in our view, for the agency to regard the absence of information pertaining to security clearances as a weakness, given the information provided in the RFP regarding clearances, the nature of the work, and the potential risks to the agency should there be delays in the start of performance. To the extent the agency's understanding did not accurately reflect the protester's intent regarding the need for clearances for those positions, we note that it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. Mike Kesler Enters., B-401633, Oct. 23, 2009, 2009 CPD ¶ 205 at 2-3. An offeror runs the risk that a procuring agency will evaluate its proposal unfavorably where it fails to do so. Int'l Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7. Additionally, to the extent the protester contends that the agency should have known that it would be able to get additional clearances during the transition period, as needed, this assertion does nothing to allay the agency's concerns regarding the potential for delays as Lovelace waited for additional clearances to be granted.

The protester also argues that the agency should have given it an opportunity to address this pervasive weakness through clarifications.¹¹ Protester's Reply to Agency Response to Comments on the AR at 2. We disagree. Federal Acquisition Regulation (FAR) § 15.306 describes a range of exchanges that may take place when the agency decides to conduct exchanges with offerors during negotiated procurements. Clarifications are limited exchanges between the agency and offerors that may occur when, as in the present case, contract award without discussions is contemplated; an agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. Dellew Corp., B-410251.3, May 13, 2015, 2015

¹¹ The protester argues that the agency's decision not to seek clarifications from Lovelace regarding its proposed security clearances is another example of bias against the protester. As discussed above, a protester's contention that procurement officials were motivated by bias or bad faith must be supported by clear and convincing evidence. Career Innovations, LLC, *supra*. Here, the agency identified a number of strengths and weaknesses in both offerors' proposals. As such, we fail to see how the agency's decision to limit clarifications to price realism-related issues for both offerors could be seen as evidence of bias favoring one offeror over other.

CPD ¶ 169 at 7; see FAR § 15.306(a). In any case, clarifications are not to be used to cure proposal deficiencies or material omissions, or materially alter the technical or cost elements of the proposal, or otherwise revise the proposal. American Material Handling, Inc., supra; see eMind, B-289902, May 8, 2002, 2002 CPD ¶ 82 at 5. Here, while the protester concedes that there appear to have been limited and allowable clarifications relating to the agency's price realism analysis, the agency was under no obligation to seek information from Lovelace regarding its proposed security clearances. Protester's Reply to Agency Response to Comments on the AR at 2.

Regarding the third finding of major weakness, Lovelace contends that it was unreasonable for the evaluators to identify its proposed use of its offsite consortium regional business staff to generate reports as a major weakness, while failing to identify a similar major weakness in BNBI's proposal for its proposed use of subject matter experts and consultants located offsite to provide additional support on an as needed basis. To the extent the SSA found that Lovelace merited a major weakness while BNBI only merited a minor weakness for its proposed use of offsite personnel, that difference is clearly explained by the distinction the SSA makes between key personnel and those providing subject matter expertise or consulting on an as needed basis. Id. According to the SSA, subject matter experts and consultants would not necessarily need to be permanently stationed at the NBACC facility at all times given the nature of their work, while key personnel would have to be at the facility in order to perform their duties. In both cases, the SSA consistently considered the use of offsite personnel to be a weakness, but Lovelace's situation merited a greater weakness due to the nature of the work to be done offsite. Where a protester alleges disparate treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. INDUS Technology, Inc., B-411702 et al., Sept. 29, 2015, 2015 CPD ¶ 304 at 6. Lovelace has not made this showing.¹²

Organizational Conflict of Interest (OCI) Allegations

The protester contends that the agency failed to mitigate an OCI based on unequal access to information. Specifically, the protester argues that the agency provided a favorable evaluation to BNBI based on its use of information not available to the protester.¹³ In support of this proposition, as discussed above, the protester alleges

¹² While we do not address the protester's other objections to the agency's evaluation in this decision, we considered all of the arguments and find that none of them provides a basis for sustaining the protest.

¹³ Lovelace initially argued that an unequal access to information OCI arose because BNBI had information about the performance of the current contract that the agency did not provide to Lovelace during a question and answer session. Protest at 12.

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that the agency was biased in various aspects of its evaluation of the protester's proposal under the technical and management approach factor. In addition, to support its argument that the awardee had unequal access to information, Lovelace refers to the statement in the SSEB evaluation that "[t]he BNBI proposal is well organized, easy to follow, is complete in the information provided and where appropriate is based on assumptions determined by the current operating environment or derived from their past experience operating NBACC." AR Tab I, SSEB Report, at 1. We do not find that the protester's OCI allegation has merit.

It is well settled that an offeror may possess unique information, advantages, and capabilities due to its prior experience under a government contract--either as an incumbent contractor or otherwise; further, the government is not necessarily required to equalize competition to compensate for such an advantage, unless there is evidence of preferential treatment or other improper action. See FAR § 9.505-2(a)(3); CACI, Inc.-Fed., B-403064.2, Jan. 28, 2011, 2011 CPD ¶ 31 at 10; MASAI Techs. Corp., B-298880.3, B-298880.4, Sept. 10, 2007, 2007 CPD ¶ 179 at 8. The existence of an advantage, in and of itself, does not constitute preferential treatment by the agency, nor is such a normally occurring advantage necessarily unfair. Council for Adult & Experiential Learning, B-299798.2, Aug. 28, 2007, 2007 CPD ¶ 151 at 6; Government Bus. Servs. Group, B-287052 et al., Mar. 27, 2001, 2001 CPD ¶ 58 at 10.

In an attempt to allege something beyond mere incumbent advantage, the protester argues that the record includes evidence of preferential treatment toward BNBI. In particular, Lovelace cites an e-mail sent from the chair of the SSAC to the contracting officer and the chairman of the SSEB that included the following statement regarding the evaluation of Lovelace's proposal: "[I]t would be good to include in the report if any of the contracts reported as part of past performance included any classified work. If so, it will create a glaring hole in the proposal that they do classified work, especially [top secret/sensitive compartmented information], but did not think the management team should be equally classified." AR, Tab J, SSAC Report at 4-5. While the protester argues that this language constitutes an

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For example, Lovelace asked the agency to provide a listing of all current positions by labor category and experience level, noting that the current incumbent might have a competitive advantage because it possessed that information. Protest at 14. The agency declined to provide the information noting that it did not find Lovelace's claim that BNBI might have a competitive advantage in this regard to be valid, and noting that it was the responsibility of the offeror to propose a staffing plan and approach to fully perform the technical requirements outlined in the SOW. Id. To the extent the protester's arguments focused on a lack of information in the solicitation, we partially dismissed this protest ground on November 3, as an untimely challenge to the terms of the solicitation.

attempt by the evaluators to write the evaluation in such a manner as to make it appear that Lovelace's proposal was flawed, it is equally, if not more, reasonable to interpret this as an attempt to make certain that the flaws already identified in Lovelace's proposal were adequately documented. Additionally, we note that the SSA, who was not included in the e-mail thread, conducted an independent review of the proposal and similarly concluded that Lovelace's proposal demonstrated a weakness in its failure to propose key personnel with appropriate security clearances. AR, Tab K, Source Selection Decision at 20-21, 33, 40.

The protest is denied.

Susan A. Poling
General Counsel