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**Comptroller General  
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**United States General Accounting Office  
Washington, DC 20548**

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## **Decision**

**Matter of:** The LEADS Corporation

**File:** B-292465

**Date:** September 26, 2003

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James J. McCullough, Esq., and Steven A. Alerding, Esq., Fried, Frank, Harris, Shriver & Jacobson, for the protester.

Craig S. King, Esq., Richard J. Webber, Esq., and Frederick D. McKalip, Esq., Arent Fox, for CACI, Inc.-Federal, an intervenor.

David A. Ridgely, Esq., and Lt. Col. Nathaniel P. Causey, Department of the Army, for the agency.

David A. Ashen, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### **DIGEST**

Contracting agency reasonably determined not to reject the quotation from the vendor selected to receive an order for augmentation of the agency's procurement staff on the basis of organizational conflicts of interest (OCI) where any potential OCI can be avoided by the careful assignment of work under the contract to ensure that the vendor's contracting specialists do not handle matters (procurements or contracts) in which the vendor has an interest.

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### **DECISION**

The LEADS Corporation protests the Defense Contracting Command-Washington's (DCC-W) issuance of an order (DASW01-03-F-0810) to CACI, Inc.-Federal for support services. The order was issued to CACI under its General Services Administration Federal Supply Schedule contract. LEADS challenges DCC-W's acceptance of CACI's organizational conflict of interest (OCI) mitigation plan and the evaluation of proposals.

We deny the protest.

DCC-W furnishes contracting support to numerous Department of Defense components in the Military District of Washington, processing over 10,000 contract actions in fiscal year 2002. Although the RFQ here generally described the required work as furnishing acquisition services, contract management oversight, evaluation services, and assisting DCC-W in receiving, tracking, and processing acquisition

packages, contracts, and delivery orders, RFQ § 1.2, the statement of work (SOW) specifically required the contractor to provide approximately 20 “contracting personnel,” equivalent to a GS-1102 contracting specialist, and set forth the following tasks: (Task 1) recommend the appropriate contracting strategy for any assigned requisitions, including whether to award a new contract, modify an existing contract, or place an order against a contract; (Task 2) implement the contracting strategy, including coordinating an approach with DCC-W assets (e.g., the legal department and small business office) and the requiring activity, reviewing statement of work packages for completeness and quality, and assuring that sole-source actions are justified; (Task 3) assure that award documents are detailed, clear and understandable, and that awards are made in a timely manner; (Task 4) perform contract administration functions, including monitoring contract performance, and assisting the agency in recording past performance evaluations and completing contract closeouts; (Task 5) furnish sufficient management, including a task manager and a full-time site/functional lead, who will provide direction and oversight to staff and “will also process a workload”; (Task 6) develop a system to allow monitoring of open contracts; (Task 7) review and assess the completeness of documentation, including statements of work and task packages; (Task 8) provide acquisition administrative support, including arranging travel, maintaining calendars, and maintaining files; and (Task 9) start full or near full performance within 2 weeks of award. RFQ §§ 1.2, 3.2; Question and Answer No. 13. Although the RFQ indicated that “[c]ontracting personnel will be responsible for all pre & post award functions,” it cautioned that in no circumstances would the contractor be responsible for the inherent government functions of a contracting officer. *Id.* All contracting personnel were required to be proficient in the use of the Standard Procurement System (SPS) (also known as the Procurement Desktop Defense (PD<sup>2</sup>)), a computer software system for automating the procurement process.

The RFQ provided that quotations would be evaluated on the basis of price and three technical factors, including (in descending order of importance) technical approach, personnel qualifications, and corporate capability/past performance. The technical factors when combined were approximately equal in importance to price. In addition, the RFQ provided for submission of a quality control plan and OCI mitigation plan to “be evaluated on a pass/fail basis.” RFQ § 16.2.

Three vendors submitted quotations. After one vendor subsequently withdrew its quotation, the remaining two--LEADS and CACI--made oral presentations. DCC-W then requested the submission of revised quotations. Based on its evaluation of revised quotations and oral presentations, DCC-W determined that CACI's quotation was most advantageous. CACI's evaluated price (\$14,270,376) was lower than LEADS's (\$[DELETED]), and while LEADS's quotation was evaluated as excellent under personnel qualifications and good under technical approach and corporate capabilities/past performance, CACI's was evaluated as excellent under all three technical factors.

Among CACI's strengths under the technical approach factor, DCC-W noted CACI's extensive familiarity with SPS; as a subcontractor to AMS, the developer of SPS, CACI had provided SPS training and would be able to train the 13 contracting specialists who were not proficient in SPS. In addition, CACI proposed to train its personnel at night and on weekends at no cost to the government. In contrast, DCC-W questioned whether LEADS had a clear plan for training its staff; the agency noted that, while LEADS stated that it could obtain the necessary training from AMS, the company had stated a preference for relying on the agency's license with AMS to provide training and using the agency's allocated spaces. The agency also found CACI's proposal of one functional lead for each of the three sites at which services were expected to be provided--for a total of three functional leads, rather than the one lead proposed by LEADS--to be an advantage. Likewise, with respect to the corporate capability/past performance factor, DCC-W viewed as strengths CACI's extensive knowledge of SPS and its corporate resources, as well as the fact that, as confirmed by the firm's clients, CACI had previously performed contracts under which it provided the same type of services as required here. In contrast, DCC-W noted that, as confirmed by several of its clients, LEADS's prior contracts were not for the specific contracting specialist work required here, but instead were focused on acquisition management, technology management and enterprise modernization. DCC-W determined that LEADS's presentation and answers during its oral presentation seemed to indicate a misunderstanding of the nature of the procurement, with LEADS viewing the procurement as one for project management--leading the firm to stress its acquisition planning and proposal evaluation experience--rather than simply as a procurement for contracting specialists.

Upon learning of the issuance of an order to CACI, LEADS filed this protest with our Office. LEADS challenges DCC-W's issuance of an order to CACI on a number of grounds. After considering all of its arguments, we find no basis for questioning DCC-W's determination that CACI's quotation overall was most advantageous. We discuss the most significant arguments below.

#### OCI

LEADS asserts that CACI had numerous OCIs such that CACI's OCI mitigation plan should have been rejected as unacceptable and, in any case, CACI's quotation should have been downgraded under the technical approach and corporate capability/past performance factors.

The RFQ as issued provided as follows:

The Contractor(s) awarded this contract are explicitly prohibited from providing any management, design, development, integration, training, operations, or maintenance tasks or contracts with any DCC-W entity for the completion of this task. It is understood that the contractor, to

include all subcontractors and consultants, shall comply with the provisions of [Federal Acquisition Regulation (FAR)] Subpart 9.5 Organizational Conflict of Interest.

RFQ § 11.5. In addition, as noted above, vendors were required to submit an OCI mitigation plan. Subsequently, in response to a question as to whether the above language applied to “any DCC-W entity” or to “any DCC-W supported entity,” DCC-W advised vendors as follows:

The Organizational Conflict of Interest is applicable to all contracts with offices supported by DCC-W due to the sensitive pre and post award information the contractor will be privy to. If a contractor wishes to submit a Mitigation Plan as to how they propose to handle a Conflict of Interest it will be addressed prior to award. The Mitigation Plan should at least address the support the contractor is providing agencies supported by DCC-W and types of non-contracting related services to DCC-W customers.

Question and Answer No. 7.

In its mitigation plan, CACI proposed a firewall, providing for the organizational, physical and electronic separation of personnel from the CDSI Business Management Division supporting DCC-W from other CACI business units, a continuous education program, nondisclosure agreements, document control, and semi-annual audits. In addition, CACI proposed to immediately notify DCC-W of any DCC-W acquisitions on which CACI planned to submit a proposal. As an initial step, CACI submitted a list of 29 ongoing contracts it had with DCC-W and 8 future DCC-W procurements in which CACI was interested, and it committed to keeping this list updated. CACI characterized the provisions of its mitigation plan as

methods by which business units of CACI other than the CDSI Business Management Division may . . . both propose on future acquisitions issued by DCC-W and continue to perform on existing contracts awarded to other business units of CACI by DCC-W. The CDSI Business Management Division that would provide the support services to DCC-W would be precluded from proposing on any solicitations issued by DCC-W, except for those specifically relating to internal contracting support services for DCC-W.

CACI OCI Risk Mitigation Plan at 1-3. DCC-W determined that CACI’s OCI mitigation plan was acceptable.

LEADS maintains that CACI’s OCI mitigation plan was unacceptable because it did not preclude the possibility of a CACI contracting specialist under the contemplated contract from working on a DCC-W procurement (or a DCC-W contract) in which

CACI was interested. According to the protester, this would create an OCI that would not be mitigated by CACI's proposed firewall.

Contracting officers are required to identify and evaluate potential OCIs as early in the acquisition process as possible, and to avoid, neutralize or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR §§ 9.504(a); 9.505. The situations in which OCIs arise, as addressed in FAR subpart 9.5 and the decisions of our Office, can be broadly categorized into three groups. The first group consists of situations in which a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition for another government contract by, for example, writing the statement of work or the specifications. In these biased ground rules cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself. FAR §§ 9.505-1, 9.505-2. These situations may also involve a concern that the firm, by virtue of its special knowledge of the agency's future requirements, would have an unfair advantage in the competition for those requirements. Aetna Gov't Health Plans, Inc.; Found. Health Fed. Servs., Inc., B-254397.15 et al., July 27, 1995, 95-2 CPD ¶ 129 at 13. The second group consists of "unequal access to information" situations in which a firm has access to nonpublic information as part of its performance of a government contract and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR § 9.505-4; Aetna Gov't Health Plans, Inc.; Found. Health Fed. Servs., Inc., supra, at 12. The third group comprises cases where a firm's work under one government contract could entail its evaluating itself or a related entity, either through an assessment of performance under another contract or an evaluation of proposals. FAR § 9.505-3. In these "impaired objectivity" cases, the concern is that the firm's ability to render impartial advice to the government could appear to be undermined by the relationship with the entity whose work product is being evaluated. Aetna Gov't Health Plans, Inc.; Found. Health Fed. Servs., Inc., supra, at 13.

The responsibility for determining whether an actual or apparent conflict will arise, and to what extent a firm should be excluded from the competition, rests with the contracting agency. RMG Sys., Ltd., B-281006, Dec. 18, 1998, 98-2 CPD ¶ 153 at 4. Contracting officers are to exercise "common sense, good judgment, and sound discretion" in assessing whether a significant potential conflict exists and in developing appropriate ways to resolve it. FAR § 9.505; Epoch Eng'g, Inc., B-276634, July 7, 1997, 97-2 CPD ¶ 72 at 5. We will not overturn a contracting officer's determinations in this area except where they are shown to be unreasonable. SRS Techs., B-258170.3, Feb. 21, 1995, 95-1 CPD ¶ 95 at 9.

As noted by the protester, while a firewall arrangement may resolve an "unfair access to information" OCI, it is virtually irrelevant to an OCI involving potentially impaired objectivity. See Aetna Gov't Health Plans, Inc.; Found. Health Fed. Servs.,

Inc., supra, at 16. Likewise, due to the ultimate relationship of one entity to another, a firewall would not resolve an organizational conflict of interest involving biased ground rules.

However, the record indicates that the OCI mitigation approach relied upon by DCC-W in determining to issue an order to CACI extended beyond CACI's proposed firewall. According to testimony at the hearing our Office conducted in this matter, the most important feature of the plan was CACI's proposal to notify the agency of procurements under which CACI was interested in competition, which would allow DCC-W to act to avoid an OCI. Hearing Transcript (Tr.) at 29, 131. Specifically, contracting officials testified, and the then Acting Director of Contracting confirmed, that potential OCIs on the part of CACI would be handled in the same manner where a government employee has an interest in a matter; CACI contracting specialists would not be assigned to a procurement for which CACI was expected to submit an offer or to a CACI contract, and if CACI submitted an offer for a procurement that already was assigned to a CACI contracting specialist, the procurement would be reassigned to a government contracting specialist. Tr. at 32, 37, 39-40, 61-62, 121-124, 138-40, 148, 183-84, 193, 196-97, 212-13; Agency Comments, September 4, 2003; Agency Comments, September 5, 2003, Statements of Contracting Officer and Former Acting Director of Contracting.<sup>1</sup> As a result, the mitigation approach addresses the unfair access to information and impaired objectivity OCIs by ensuring that CACI contracting specialists would not be in potential conflict positions.

LEADS asserts that CACI's mitigation plan was deficient because it did not mention the agency's reassigning CACI contracting specialists as a means of avoiding an OCI. This does not provide a basis to challenge the evaluation of CACI's plan, however, since the determination as to what procurements or contracts to assign to CACI contracting specialists is one that will be made by DCC-W, not by CACI. LEADS further notes that FAR § 9.504(d) provides for the contracting officer to document substantive issues concerning potential OCIs, and that the contemporaneous written record here does not explain the basis for the contracting officer's determination that potential OCIs were not a basis for denying CACI the order. However,

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<sup>1</sup> As noted by LEADS, at one point in the hearing, an agency supervisory procurement analyst testified that in the event that CACI was going to compete in a procurement, the agency "likely would" reassign a CACI contracting specialist. Tr. at 40. Although the answer was conditional rather than absolute, we note that the same procurement analyst testified that the contracting officer "would make sure that he or she did not assign that work to any CACI personnel," Tr. at 39, and that testimony from a more senior DCC-W official, as well as the statement from the then Acting Director of Contracting, was similarly definite that matters in which CACI had an interest would not be assigned to a CACI contracting specialist. Tr. at 121-124, 138-40, 148, 183-84, 193, 196-97, 212-13; Agency Comments, Sept. 5, 2003, Statement of Former Acting Director of Contracting.

contracting officials testified that the determination not to assign CACI contracting specialists to matters in which CACI had an interest was in fact a contemporaneous determination that had been discussed during the procurement and at the time of order. Tr. at 196-98; Agency Comments, Sept. 5, 2003, Statements of Contracting Officer and of Former Acting Director of Contracting.<sup>2</sup> We find no basis to conclude otherwise. In practice, DCC-W already has gone considerably further; shortly after issuing the order to CACI (and before LEADS's protest), on account of the fact that CACI had submitted a proposal in a large Tricare Management Activity (TMA) procurement, DCC-W determined not to assign any CACI contracting specialists to the office responsible for supporting TMA, not just for the specific procurement.

We conclude that DCC-W reasonably determined that CACI's mitigation plan was acceptable; the agency reasonably concluded that any potential OCI can be avoided by the careful assignment of work under the contract to ensure that CACI contracting specialists do not handle matters in which CACI has an interest. Research Analysis and Maint., Inc., B-272261; B- 272261.2, Sept. 18, 1996, 96-2 CPD ¶ 131 at 12; Deloitte & Touche, B-238371, May 18, 1990, 90-1 CPD ¶ 486 at 8; cf. Epoch Eng'g., Inc., supra, at 7 (contracting agency reasonably determined that awardee's OCI mitigation plan adequately avoided or mitigated OCIs where the awardee proposed to avoid assigning work under task orders to a subcontractor with potential conflict).

LEADS asserts that even if there was no basis for rejecting CACI's quotation based on its mitigation plan, it should have been downgraded under the technical approach and corporate capability/past performance factors. According to the protester, DCC-W should have taken into account in the technical evaluation the fact that, on account of potential OCIs, DCC-W would be limited in the work it could assign CACI.

This argument is without merit. Because the RFQ clearly provided for vendors' OCI mitigation plans to "be evaluated on a pass/fail basis," RFQ § 16.1, and the solicitation's description of the technical approach and corporate capability/past performance evaluation factors nowhere indicated that OCI considerations would be taken into account, there was no basis for taking OCI into account in the relative

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<sup>2</sup> LEADS also cites the provision in FAR § 9.507-2(a) which provides that "[i]f, as a condition of award, the contractor's eligibility for future prime contract or subcontract awards will be restricted or the contractor must agree to some other restraint," the solicitation shall contain a proposed clause specifying both the nature and duration of the proposed restraint and the contract shall include the clause (after "first negotiating the clause's final terms with the successful offeror, if it is appropriate to do so"). This provision, however, appears to have no applicability here, since as discussed above DCC-W reasonably intended to avoid OCIs by not assigning or by reassigning CACI contracting specialists, not by precluding CACI from competing for future contract awards.

evaluation under the technical factors. See Epoch Eng'g., Inc., *supra*, at 7.<sup>3</sup> In any case, DCC-W maintains that any OCI restrictions on DCC-W's use of CACI contracting specialists was insignificant. The agency explains that the approximately 20 contracting specialists being procured here were intended as an augmentation of the agency's current staff of approximately 85 contracting officers and specialists, and that CACI was involved in relatively few (only approximately 30) of the 6,300 actions handled by the agency in fiscal year 2003 through August 2003. Tr. at 189.<sup>4</sup> Thus, the agency maintains that it can simply assign government contracting personnel to handle matters in which CACI has an interest and use CACI contracting specialists instead for other matters.

#### CORPORATE CAPABILITY/PAST PERFORMANCE FACTOR

LEADS challenges the evaluation under the corporate capability/past performance evaluation factor. DCC-W rated CACI's quotation as excellent under this factor on the basis of CACI's extensive knowledge of SPS, demonstrated ability to hire personnel with outstanding technical expertise, demonstrated flexibility in moving personnel as needed, corporate resources, "glowing" ratings of CACI's performance by its customers and overall good past performance, and highly relevant specific experience performing contracts in which it provided the same type of services as required here. Source Selection Decision at 3-4; Evaluation Memorandum, May 12, 2003, at 3-4. In contrast, DCC-W rated LEADS's quotation as good under the corporate capability/past performance evaluation factor on the basis that, although its past performance was exemplary, LEADS's prior contracts were not for the specific, contracting specialist work required here, but instead were focused on acquisition management, technology management and enterprise modernization. Source Selection Decision at 5; Evaluation Memorandum, May 12, 2003, at 4. LEADS primarily questions its rating on the basis that it had previously performed work that was the same or quite similar to the work under the RFQ here.

We find no basis to question DCC-W's evaluation under the corporate capability/past performance evaluation factor. LEADS generally claimed during its oral presentation that it was "[c]urrently performing on 4 similar, active contracts managing \$1.9 billion in Federal procurements," and included some relevant responsibilities in a general list of various types of work it had performed. LEADS

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<sup>3</sup> The RFQ provided for evaluation under the technical approach factor of a vendor's "[u]nderstanding of the Standard Procurement System, adequacy of the transition plan, and adequacy of overall plan to perform the work." RFQ § 16.2. The RFQ provided for evaluation under the corporate capability/past performance factor of the "overall record in managing projects of comparable complexity and scope," and "overall capability to finance and manage this project." *Id.*

<sup>4</sup> DCC-W's authorized staff is 120 contracting personnel.

Oral Presentation, Slides No. 5-6. However, the specific descriptions of the three contracts described in LEADS's revised quotation support DCC-W's determination that the focus of LEADS's experience was with tasks other than those that would be assigned to contracting specialists under the contemplated contract. For example, in describing its contract with the Federal Communications Commission (FCC) (valued at in excess of \$800,000 per year), LEADS mentioned some responsibilities that might be assigned to a contracting specialist, but described its responsibilities in terms that reasonably indicated a focus on other types of work. In this regard, according to LEADS's revised quotation:

LEADS is supporting the FCC with a range of acquisition, business management and training support services. Primarily supporting the Managing Director (OMD), LEADS is assisting the FCC through various acquisition initiatives including performance based contracting, acquisition planning and strategies, contract management, budgeting, and training. The FCC's most recent initiative with the LEADS Corporation is to implement Panoptic FMS--an enterprise-wide fiscal management tool integrating key FCC processes into one browser-based software solution . . . Tasked support includes Program Management; Performance Metrics/Earned Value; Budgeting and Execution; Pre-award, award and post-award acquisition support; Policy Support; Contract Management; and Past performance.

LEADS Revised Quotation, attach. 5, at 2. Likewise, in its revised quotation, LEADS described its contract supporting TMA (valued at approximately \$1.85 million in fiscal year 2003) as follows:

LEADS is supporting the [Department of Defense] [TMA] with a range of acquisition support services. Primarily supporting the Acquisition Management Division (AMD), LEADS is assisting the AMD to receive, review, track, and conduct all enterprise-level surveillance activities associated with overall management of non-managed healthcare requirements totaling \$1.2 billion. Acquisition Management, Administration Support, and [Information Technology] Support are included in this effort. Tasked support includes Acquisition Management; Contract Oversight; Analysis and Evaluation Services; Establishment of Operating Instructions; Training; Contract Closeout, including Past Performance; Administrative Support; and Enhancement, Maintenance, and Management of the Contract Information Management System.

Id. Further, although LEADS stated with respect to the third contract described in its revised quotation that it had supported the National Institutes of Health in awarding a section 8(a) contract, the value of this contract was relatively insignificant, amounting to only \$23,500.

Moreover, beyond the description of its responsibilities under the three contracts described in its revised quotation, the record indicates that several of LEADS's clients confirmed to the agency that LEADS's performance focused on acquisition management, technology management and enterprise modernization, rather than on the specific contracting specialist work required here. In this regard, DCC-W was advised that, under its FCC contract, LEADS has only a single, full-time equivalent contracting specialist plus a "temporary," while under its TMA contract LEADS was assembling purchase requisition packages, statements of work, and government cost estimates, and developing management programs. Source Selection Decision at 5; Evaluation Memorandum, May 12, 2003, at 4. We find that, while the record indicates LEADS had performed contracting specialist work, DCC-W reasonably concluded that the overall focus of LEADS's experience was elsewhere. It follows that the agency reasonably determined that LEADS's quotation did not warrant the same excellent rating assigned CACI's quotation under the corporate capability/past performance evaluation factor.

#### PERSONNEL QUALIFICATIONS

LEADS challenges the evaluation under the personnel qualifications factor, under which both CACI's and LEADS's quotations received excellent ratings. LEADS apparently believes it should have received some advantage in this area. CACI named and included resumes for all 20 of its proposed contracting specialists; DCC-W evaluated the qualifications of the proposed personnel as excellent. LEADS named and furnished resumes for 16 of its 20 proposed contracting specialists; DCC-W evaluated the proposed personnel as meeting all of the SOW standards except for proficiency in the use of the SPS, in regards to which the agency was concerned that LEADS lacked a "solid plan" to train staff not proficient with SPS. In addition, the agency evaluation panel indicated that it would have been more comfortable if LEADS (like CACI) had named and furnished resumes for all 20 of the proposed contracting specialists. Source Selection Decision at 3-5; Evaluation Memorandum, May 12, 2003, at 3; DCC-W Debriefing letter to LEADS, June 9, 2003, at 2.<sup>5</sup>

LEADS questions the reasonableness of the agency's concern with respect to SPS proficiency, noting that a number of CACI's contracting specialists also would require SPS training, since only seven were proficient with SPS, and that LEADS had

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<sup>5</sup> DCC-W also expressed concern in its evaluation under the personnel qualifications factor as to the extent of time LEADS's single, lead contract specialist would spend performing problem resolution rather than contract specialist duties. This appears to be a concern encompassed by the technical approach factor rather than the personnel qualification factor.

made arrangements for SPS training. In this latter regard, LEADS states that it advised the agency during its oral presentation that it “had gotten AMS’[s] tentative agreement to ‘put on a class just for LEADS.’” LEADS Comments, July 28, 2003, at 29. (LEADS also raised the possibility during its oral presentation of using training spaces allotted to DCC-W.) LEADS also challenges any downgrading of its proposal with respect to SPS proficiency on the basis that it would be patently unfair because DCC-W knew or should have known that “only a handful of SPS-experienced personnel were available to any offeror, including CACI, and SPS training could only be obtained from CACI or AMS, CACI’s strategic partner.” LEADS Comments, Sept. 4, 2003, at 34.

LEADS’s arguments do not furnish a basis to question the evaluation ratings under the personnel qualifications factor. First, while the record indicates that CACI, as well as LEADS, needed to obtain SPS training for a number of its staff, LEADS overlooks the fact that CACI, unlike LEADS, could more readily ensure that its staff received SPS training; unlike LEADS, CACI, a subcontractor to the developer of SPS (AMS), reportedly was the source of most of the SPS-certified training instructors and could itself conduct the training. In addition, CACI’s quotation indicated that its staff included over 85 personnel who completely understood SPS; thus, CACI had a greater pool of SPS proficient staff. CACI Revised Quotation, Technical Proposal, at 8-9. Further, to the extent that LEADS questions consideration of a vendor’s ability to furnish staff proficient with SPS, its arguments amount to an untimely challenge to the terms of the solicitation, which both required SPS proficiency and provided for the evaluation of personnel qualifications. 4 C.F.R. § 21.2(a)(1) (2003). We conclude that LEADS DCC-W reasonably assigned CACI and LEADS the same evaluation rating under the personnel qualifications factor.

The protest is denied.

Anthony H. Gamboa  
General Counsel