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Decision

Matter of: ProActive Technologies, Inc.; CymSTAR Services, LLC

File: B-412957.5; B-412957.6; B-412957.7; B-412957.8

Date: August 23, 2016

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DIGEST

1. Protest is denied where the agency's evaluations of the awardee's technical proposal and past performance were not unreasonable.
 2. Protest is denied where the agency did not waive a material solicitation requirement in evaluating the awardee's proposal.
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DECISION

ProActive Technologies, Inc., of Oviedo, Florida, and CymSTAR Services, LLC, of Broken Arrow, Oklahoma, protest the award of a contract by the Department of the Air Force for B-52 training systems to Aviation Training Consulting, LLC (ATC), of Altus, Oklahoma, under request for proposals (RFP) No. FA8621-15-R-6338. ProActive, the incumbent on the current contract, and CymSTAR challenge the Air Force's technical and past performance evaluations.

We deny the protests.

BACKGROUND

On May 28, 2015, the Air Force issued the solicitation as a small business set-aside to acquire the services to operate, maintain and support the B-52 training system in support of the Air Force Global Strike Command and the Air Education and Training Command. The solicitation was to be conducted as a best-value procurement under the procedures of Federal Acquisition Regulation (FAR) Part 15. RFP § M ¶ 1.1.

The RFP provided for evaluation of proposals under three factors: technical capability, past performance, and price. Id. ¶ 2.1. The technical capability factor comprised four subfactors: program management, contractor logistics support, training systems support center, and trainer modifications. Id.¹ Although these four evaluation areas were termed subfactors, for purposes of evaluation they carried varying weights that—in some cases—were equal to other factors. In this regard, the RFP anticipated award to the offeror proposing the best value to the agency, according the following evaluation scheme:

The trainer modification subfactor is as important as the past performance factor, and each is more important than the training systems support center subfactor;

The training systems support center subfactor is more important than either the program management subfactor or the contractor logistics support subfactor;

The program management subfactor and the contractor logistics support subfactor are of equal importance; and

The program management subfactor and the contractor logistics support subfactor are each more important than price.

Id. (acronyms and internal capitalization removed). The RFP provided the following graphic to illustrate this methodology:

¹ The contractor logistics services and associated contract line item numbers (CLINs) have a base performance period of one year, with three 1-year options, for a 4-year total period of performance. The remaining CLINs have a base performance period of one year, with seven 1-year option periods, for an 8-year period of performance.

Higher Importance ↓ Lower Importance	Trainer modifications subfactor	Past performance factor
	Training systems support center subfactor	
	Program management subfactor	Contractor logistics support subfactor
	Price factor	

Id. (simplified). Under the program management and the contractor logistics support subfactors, offerors were to be rated as either acceptable or unacceptable. Id. ¶ 2.2. The RFP expressly provided that “[n]o extra consideration will be given to an offeror that exceeds technical requirements for [these s]ubfactors.” Id.

The training systems support center and trainer modification technical subfactors were assigned one of five adjectival ratings: outstanding, good, acceptable, marginal, or unacceptable. Id. As relevant to the protest, these adjectival ratings were defined as follows:

Outstanding - Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Proposal contains multiple strengths and no deficiencies.

Good - Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.

Id. All four technical capability subfactors also received a risk rating of low, moderate or high risk. Id.

All technical subfactors were evaluated against defined measures of merit. Id. For the training systems support center and trainer modifications subfactors, the RFP allowed evaluators to award a total of four strengths--two under each subfactor--when a proposal was considered to have exceeded a measure of merit in a specific manner. Id. ¶¶ 2.2.3-4. The solicitation also provided that “[n]o extra consideration will be given to an offeror that exceeds technical requirements” for any measure of merit that did not explicitly provide for award of a strength. Id. The training systems support subfactor contained three measures of merit, as described below:

1: Proposes a sound and comprehensive Baseline Management approach, including an efficient and effective labor matrix for all [training systems support center] requirements which includes: maintaining and merging multiple concurrent software and hardware development efforts, configuration management functions, and mission planning.

2: Proposes a sound and comprehensive approach for the [training systems support center] to accomplish Distributed Mission Operations Mission Package (DMO/MP) standards updates, including a detailed annual manpower staffing throughout the life of the contract and to ensure the completion of 2 DMO/MP standards per year, through MP15 [mission package 15] within the [training systems support center]'s base year and first 2 option years.

3: Proposes a sound and comprehensive approach for the [training systems support center] to accomplish B-52 Software Block updates to the trainer Offensive Avionics System.

RFP § M ¶ 2.2.3. Offerors could earn one strength under the training systems support center subfactor, measure of merit 2, if “the offeror proposes DMO/MP standards updates through MP15 to be accomplished in less time than the 3-year time period” Id. Offerors could earn a second strength under the [training systems support center] subfactor for measure of merit 3 if an offeror “identifie[d] strong preemptive activities that provide B-52 software block updates in a manner designed to meet the simulator ready for training objective of 60 days prior to first operational aircraft readiness date.” Id.

The trainer modifications subfactor contained four measures of merit, as described below:

1: Proposes a sound and comprehensive understanding of each upgrade by proposing a realistic systems engineering approach for each in accordance with the PWS.

2: Proposes three separate, sound and comprehensive risk identification and mitigation plans for the three required upgrades.

3: Proposes a single development schedule and a single production schedule for all CONECT required upgrades.

4: Proposes a sound and comprehensive approach for removing the System Integration Laboratory (SIL) from the current location, moving it to a new location, and completing install to operational readiness prior to being needed for development efforts.

Id. ¶ 2.2.4. Offerors could earn one strength under the trainer modifications subfactor, measure of merit 1, “when the offeror’s approach identifies innovative planning and scheduling which provides an overall exceptional approach to accomplishing testing for all three upgrades in a manner designed to minimize trainer downtime.” Id. Offerors could earn a second strength under the trainer modifications subfactor, measure of merit 3, when the “offeror proposes credible

separate development and production schedules for CONECT that result in delivering capability to the field sooner than required.” Id.

Under the past performance factor, the solicitation provided that offerors’ contract references would be evaluated for recency, relevance, and performance quality, with a focus on the four technical subfactors. Id. ¶ 2.3.1. Offerors would receive a consolidated adjectival rating of substantial confidence, satisfactory confidence, limited confidence, no confidence or unknown confidence (neutral). Id. As relevant here, the RFP provided the following definitions for these adjectival ratings:

Substantial Confidence - Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence - Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Id. ¶ 2.3.1. Contract references found both relevant and recent would receive one of six performance quality ratings: exceptional, very good, satisfactory, marginal, unsatisfactory, or neutral. Id. ¶ 2.3.2.3. As relevant to these protests, the performance quality ratings were defined as follows:

Satisfactory – During the contract period, contractor performance is meeting (or met) all contract requirements. For any problems encountered, contractor took effective corrective action.

Marginal – During the contract period, contractor performance is not meeting (or did not meet) some contract requirements. For problems encountered, corrective action appeared only marginally effective, not effective, or not fully implemented. Customer involvement was required.

Id.

In addition to the evaluation factors, the RFP provided that, in order to be eligible for contract award, offerors must possess a U.S. facility security clearance at the top secret level and storage capability at the secret level. Id. ¶ 1.9.

The Air Force received six proposals by the due date of July 13, 2015. ProActive Memorandum of Law (MOL)/Contracting Officer Statement (COS) at 11.² After

² ProActive’s protest and CymSTAR’s protest were consolidated for decision after conclusion of separate briefing. Where documents in the records are identical,

(continued...)

performing an initial evaluation, the agency established a competitive range consisting of four of the six offerors, including ATC, CymSTAR and ProActive, on October 28, 2015. Id. The Air Force conducted discussions, and final proposals were due on December 15, 2015. Id. at 20.

In January 2016, the Air Force re-opened discussions to query ATC about its apparent lack of required security clearances. Id. at 20. All offerors were permitted to submit a new final proposal.

On February 16, 2016, the Air Force informed offerors that ATC was the apparent successful offeror. ProActive MOL/COS at 22. On February 23, 2016, the agency received two small business size protests. Id. On March 30, 2016, the Small Business Administration concluded that ATC was a small business, and the agency awarded the contract to ATC on March 31, 2016, with notices to unsuccessful offerors sent on April 1, 2016. Id.

The unsuccessful offerors, including Proactive and CymSTAR, filed protests at our Office. On April 26, the Air Force requested that we dismiss the protests on the basis that it intended to take corrective action. See, e.g. ProActive, Air Force Notice of Corrective Action, Apr. 26, 2016; CymSTAR, Air Force Notice of Corrective Action, April 26, 2016. We dismissed the protests. ProActive Techs., Inc., B-412957, Apr. 28, 2016 (unpublished decision); CymSTAR Servs. LLC, B-412957.2; B-412957.3, Apr. 28, 2016 (unpublished decision).

As part of its corrective action, the agency re-evaluated offerors' past performance, technical merit, and cost/price. ProActive MOL/COS at 23. Of the four available technical subfactor strengths, ATC's proposal earned all four, while CymSTAR's and ProActive's proposals each received three strengths. AR, Tab 144, Proposal Analysis Report, at 27, 40, 49. Neither ProActive nor CymSTAR received a strength under the trainer modifications subfactor, measure of merit 1, because the agency considered that neither had demonstrated an overall exceptional approach to accomplishing testing for all three upgrades with minimal trainer downtime. Id.

The Air Force assigned the following ratings to the offerors' proposals (shown here using the RFP's graphic to illustrate the relative importance of the evaluation factors):

(...continued)

there is no notation in the citation. However, where necessary, the citation to the record distinguishes between the protests.

		ATC		CymSTAR		ProActive	
Trainer mods.	Past perf.	Outstanding Low Risk	Substantial Confidence	Good Low Risk	Substantial Confidence	Good Low Risk	Satisfactory Confidence
TSSC		Good Low Risk		Good Low Risk		Good Low Risk	
Program mgmt.	CLS	Acceptable Low Risk	Acceptable Low Risk	Acceptable Low Risk	Acceptable Low Risk	Acceptable Low Risk	Acceptable Low Risk
Price		\$105,171,566		\$92,013,478		\$86,390,938	

AR, Tab 147, Source Selection Decision Document (SSDD), at 2.

The agency performed a new best-value tradeoff determination and again awarded the contract to ATC. *Id.* at 6-7. The Air Force provided debriefings to ProActive and CymSTAR on May 12, 2016, and these protests followed. ProActive MOL/COS at 26; CymSTAR MOL/COS at 31.

DISCUSSION

The protesters raise multiple challenges to the Air Force’s technical and past performance evaluations. We have reviewed all of the protest grounds and find that none provides a basis to sustain either protest. However, we discuss several of the most significant allegations below.³

Unequal Evaluation of ProActive’s and ATC’s Proposals

ProActive contends that the agency conducted an unequal evaluation by failing to award it a strength under the trainer modifications subfactor, measure of merit 1, when ATC’s proposal received a strength for an allegedly similar approach. ProActive Supp. Protest at 2; RFP § M ¶ 2.2.4.⁴ In this respect, ProActive asserts

³ ProActive withdrew its allegation of unbalanced pricing. ProActive Comments at 1.

⁴ Although ProActive also argues that it should have received additional strengths under measure of merit 3 (ProActive Protest at 7), we do not agree that the solicitation required the agency to award multiple strengths for exceeding a single measure of merit. In four instances, the RFP states that a measure of merit “may be exceeded (assessed to contain strength(s)) when” a proposal offered a specific benefit to the agency. RFP § M ¶ 2.2.4. To the extent there was any conflict between a singular finding of exceeding the measure of merit and the potential plural in the word “strength(s),” this was a patent ambiguity in the RFP and ProActive’s argument is an untimely challenge to the terms of the solicitation. *See* 4 C.F.R. § 21.2(a)(1); *MEDI/e-Imagedata Corp.*, B-410018, Sept. 30, 2014 2014

(continued...)

that ATC received a strength for minimizing trainer downtime by [DELETED]. ProActive Supp. Protest at 2. ProActive argues both that ATC's proposal is, in fact, unclear as to whether it intends to [DELETED], and that, in contrast, ProActive itself proposed to [DELETED]. ProActive Supp. Protest at 2, 4-5.

In reviewing protests of an agency's evaluation, our Office does not reevaluate proposals, rather, we review the record to determine if the evaluation was reasonable, consistent with the solicitation's evaluation scheme and procurement statutes and regulations, and adequately documented. See Wackenhut Servs., Inc., B-400240, B-400240.2, Sept. 10, 2008, 2008 CPD ¶ 184 at 6; Cherry Road Techs.; Elec. Data Sys. Corp., B-296915 et al., Oct. 24, 2005, 2005 CPD ¶ 197 at 6. The evaluation of technical proposals is primarily the responsibility of the contracting agency, because the agency is responsible for defining its needs and identifying the best method of accommodating them. Wyle Labs., Inc., B-311123, Apr. 29, 2008, 2009 CPD ¶ 96 at 5-6.

The RFP allowed the agency to conclude that an offeror had exceeded the trainer modifications subfactor, measure of merit 1, "when the offeror's approach identifies innovative planning and scheduling which provides an overall exceptional approach to accomplishing testing for all three upgrades in a manner designed to minimize trainer downtime." RFP § M ¶ 2.3.4.

The Air Force's evaluation described in detail why ProActive's proposal did not warrant this strength. Agency Report (AR), Tab 144, Proposal Analysis Report, at 48.⁵ As to ProActive's claim that it proposed concurrent software upgrades, the record shows that ProActive "[DELETED]." Id. While ProActive endorsed the possibility of a concurrent approach, details as to how this would be accomplished were only to be "[DELETED]." ProActive AR, Tab 73B, ProActive Technical Proposal, at 220. We find that the agency therefore had a reasonable basis to conclude that concurrent upgrades were "not the offeror's baseline solution . . . but rather a feature it could implement if the Government desires it." AR, Tab 144, Proposal Analysis Report, at 48.

(...continued)

CPD ¶ 286 at 4 (where a patent ambiguity is not challenged prior to the submission of proposals, we will dismiss as untimely any subsequent challenge to the meaning of the term). Furthermore, the record shows that the agency applied its methodology consistently, as no offeror received more than one strength under any of the four available measures of merit.

⁵ For certain documents in the record, the agency prepared one redacted version for the ProActive protest and another version for the CymSTAR protest, as indicated by an "a" or "b" following the tab number. In this decision, the consolidated document is referred to by tab number without the letter protest designation.

Furthermore, ProActive has not demonstrated that the agency erred in not finding that ProActive had proposed “innovative planning and scheduling which provides an overall exceptional approach to accomplishing testing for all three upgrades in a manner designed to minimize trainer downtime.” RFP § M ¶ 2.3.4. In this respect, as part of the concurrent testing approach it wished to discuss with the agency, ProActive offered to “[DELETED].” AR, Tab 144, Proposal Analysis Report, at 48. The agency concluded that this was “a solution the Government is unlikely to support” (*id.*) due to the fact that the [DELETED] proposed “would have required Air Force aircrew members and Government civilian personnel to [DELETED].” ProActive Supp. MOL/COS at 10 (parentheticals removed). Thus, not only has ProActive failed to demonstrate error in the agency’s evaluation, but the record also shows that the agency had an adequate basis for its decision not to award the strength. A protester’s mere disagreement with the agency’s evaluation judgments does not render those judgments unreasonable. Smiths Detection, Inc.; Am. Sci. & Eng’g, Inc., B-402168.4 et al., Feb. 9, 2011, 2011 CPD ¶ 39 at 6-7.

We also find that the agency had an adequate basis to award ATC’s proposal a strength for exceeding the measure of merit. As to ProActive’s claim that ATC did not propose concurrent schedules, the record shows that ATC proposed a “[DELETED].” AR, Tab 43, ATC Final Technical Proposal, at 99.

Furthermore, as part of its justification for awarding a strength, the agency found that “ATC proposed to exceed [the technical modifications subfactor, measure of merit 1,] by using several innovative methods to reduce testing time, such as [DELETED].” AR, Tab 144, Proposal Analysis Report, at 28. ProActive has failed to demonstrate that the agency was unreasonable in assigning ATC’s proposal this strength.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors’ proposals. See Paragon Sys., Inc.; SecTek, Inc., B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 9. ProActive has not made this showing. ATC’s proposal was materially different in multiple respects, and the agency had a reasonable basis to conclude that ATC’s proposal merited this strength, while ProActive’s did not. This protest ground is denied.

ProActive Past Performance

ProActive next challenges the Air Force’s past performance evaluation, arguing that the agency erred in assigning it a rating of marginal for performance quality on the incumbent contract. ProActive Comments at 12-15. ProActive argues that, without this rating, it would have received a rating of substantial confidence--rather than satisfactory confidence--for the past performance subfactor. Id.

The evaluation of an offeror's past performance, including the agency's determination of the relevance and scope of an offeror's performance history, is a matter of agency discretion, which we will not find improper unless it is unreasonable and inconsistent with the solicitation's evaluation criteria. National Beef Packing Co., B-296534, Sept. 1, 2005, 2005 CPD ¶ 168 at 4; MFM Lamey Grp., LLC, B-402377, Mar. 25, 2010, 2010 CPD ¶ 81 at 10. A protester's disagreement with an agency's past performance evaluation provides no basis to question the reasonableness of the evaluator's judgments. Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11.

The RFP provided that a rating of marginal would be assigned where the past performance record showed that contractor performance was not meeting (or did not meet) some contract requirements. RFP § M ¶ 2.3.2.3. For problems encountered, any corrective action appeared only marginally effective, not effective, or not fully implemented. Id.

Here, the Air Force based its rating of marginal in part on three issues of concern related to a 2014 contractor performance assessment report (CPAR): (1) counterfeit part prevention; (2) poor proposal adequacy, and (3) program security. AR, Tab 144, Proposal Analysis Report, at 50. The record shows that, "[b]ecause of these issues, the Program Executive Officer for Agile Combat Support directed the B-52 TS team in July 2014 to not award future ECPs [engineering change proposals] and to expedite the award of a new contract as quickly as possible." AR, Tab 131, Technical Subfactor Evaluation, at 723. Ultimately, the agency concluded that "[w]hile Pro[A]ctive did demonstrate [v]ery [g]ood performance in two of the four [m]easures of [m]erit which define this [s]ubfactor, ProActive's documented problems in the remaining two [m]easures [o]f [m]erit were so sufficiently significant and detrimental to the government that the PPET [past performance evaluation team] is comfortable assessing Pro[A]ctive's performance in this [s]ubfactor only as [m]arginal." Id. at 722-723.

Acknowledging that there were some performance problems on the incumbent contract, ProActive contends that it fully implemented its corrective action, and thus the agency could not find ProActive's performance marginal under the RFP. ProActive Comments at 13-14. But in its investigation, the agency found otherwise:

To conclude that ProActive's performance had improved from Marginal to Satisfactory on CPARs and thus corrective action must have been effective would be incorrect. Thus, the definition of Marginal as it pertains to this solicitation (Section M, Table 7) was still appropriate.

AR, Tab 144, Proposal Analysis Report, at 51.

In sum, the record shows that the agency performed a comprehensive review of past performance, had a reasonable basis for its evaluation, and documented its evaluation. ProActive's arguments are mere disagreement with the agency's judgement. See Citywide Managing Servs., supra. This protest ground is denied.⁶

Past Performance Evaluation of ATC

Next, ProActive contends that the Air Force unreasonably and unequally evaluated ATC's subcontractor Rockwell's past performance. ProActive Comments at 25. In this regard, ProActive contends that ATC's subcontractor Rockwell received 12 marginal performance ratings across two different contracts, rated very relevant or relevant, and yet only one of the 12 marginal ratings was substantively addressed by the past performance evaluation team. ProActive Supp. Protest at 14. ProActive argues that the agency failed to consider Rockwell's prior past performance marginal ratings. ProActive Comments at 28; ProActive Supp. Protest at 14-17.

Our review of the record shows that the agency did, in fact, consider these ratings. See generally ProActive AR, Tab 113, ATC CPARs and Past Performance Questionnaires. As to Rockwell's 11 marginal ratings that were reviewed but not extensively considered, the agency has explained that it evaluated past performance against the RFP's measures of merit. ProActive Supp. MOL/COS at 21. In this respect, because the agency did not consider cost control to be relevant to any of the measures of merit, Rockwell's marginal rating under this metric was not weighed as part of its past performance evaluation. Id. at 25.

As to the marginal rating that was initially of concern to the agency, the record shows that the Air Force found that, "[d]uring one contract period, Rockwell Collins' performance did not meet some contract requirements and was rated 'Marginal'" on a CPAR due to an improper reliance on software reuse and temporary realignment of staff that led to unanticipated levels of effort and schedule delays." AR, Tab 144, Proposal Analysis Report, at 31. Due to the lack of a current CPAR, the Air Force twice contacted the program manager on this contract (once on January 8, 2016, and again on April 29, 2016) to inquire whether Rockwell had taken corrective action. Each time, the project manager confirmed that Rockwell had addressed the issue and that the rating on the next CPAR would be satisfactory in this area. Id. On this basis, the agency concluded that "Rockwell's performance met the definition of [s]atisfactory for this [r]elevant contract." Id.

⁶ ProActive also claims that the Air Force attempted to circumvent the terms of an Armed Services Board of Contract Appeals settlement, entered as a consent judgement, in respect of the contents of the 2015 CPAR for the incumbent contract, by relying on the contents of the 2014 CPAR. ProActive Comments at 18. To the extent that ProActive challenges the contents of the CPAR, this raises a matter of contract administration, which we do not review. 4 CFR § 21.5(a).

The RFP allows for a rating of satisfactory for past performance quality where the agency concludes that, “[f]or any problems encountered, [the] contractor took effective corrective action.” RFP § M ¶ 2.3.2.3. The record here shows that the agency had an adequate basis for its evaluation, and ProActive has failed to demonstrate how its challenge extends beyond mere disagreement with the agency. See Citywide Managing Servs., supra. This protest ground is denied.

CymSTAR

CymSTAR also raises several challenges to the agency’s evaluation, which, as noted above, do not provide a basis to sustain the protest.⁷ Primarily, it alleges that the Air Force improperly waived a material solicitation requirement for classified facility clearance and storage capability with respect to ATC’s proposal. CymSTAR Protest at 47.⁸ For the reasons below, we deny the protest.

The solicitation provided as follows:

Offerors must have a valid U.S. Facility Security Clearance of Top Secret (Draft DD Form 254, Section 1.a.) and storage capability at the Secret level (Draft DD Form 254, Section 1.b.) in order to be eligible for contract award. Offerors shall submit evidence of clearance levels at proposal submission. Offerors who fail to supply evidence of clearance levels by proposal submission may be deemed ineligible for award. The Government shall not be liable if the requested clearance is not obtained in a timely manner to submit by the proposal due date.

RFP § M ¶ 1.9.

The record shows that, during review of proposals in January 2016, the agency became aware that ATC lacked evidence of its top secret facility clearance or the secret storage capability. CymSTAR MOL/COS at 21. The Air Force re-opened discussions with offerors to discuss ATC’s lack of security clearances, but ATC did not have the clearances by January 28, the end of the discussion period. AR, Tab 144, Proposal Analysis Report, at 33. Before final proposal revisions were due, ATC filed an agency-level protest challenging the requirement to submit evidence of its clearance at the time of final proposals. Id.; see also CymSTAR MOL/COS at 22. The record reflects that, “[b]ased on further review and consultation with

⁷ CymSTAR also withdrew two of its protest bases. CymSTAR Comments at 2 n.2.

⁸ CymSTAR filed an initial protest and a supplemental protest. In filing the latter, it submitted a single document consolidating all bases of protest; this is the document cited herein.

applicable case law, the Contracting Officer resolved the [agency-level] protest by allowing ATC to remain in the competitive range.” AR, Tab 144, Proposal Analysis Report, at 33. The agency based its decision on the facts that the final evaluation briefing to the source selection authority was scheduled for February 10, 2016, and the mandatory 5-day waiting period to allow for Small Business Administration size challenges would run through February 16 (considering the federal holiday on February 15). CymSTAR AR, Tab 136, Air Force Response to ATC’s Agency-Level Protest, at 3. ATC received all security clearances by February 16, and these approvals were entered into government systems the following day. CymSTAR AR, Tab 112, Contracting Officer Mem. for File, Mar. 1, 2016, at 4. The agency made award to ATC on March 31, 2016. CymSTAR AR, Tab 158, Signed Contract Cover Page.

The protester argues that, nevertheless, the language of the RFP requires that ATC be disqualified from the competition for failure to possess the required security clearances at the time final proposals were due. CymSTAR Cons. Protest at 47.

As a general matter, where a dispute exists as to the meaning of a particular solicitation provision, our Office will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of the provisions; to be reasonable, an interpretation must be consistent with such a reading. ArmorWorks Enters. LLC, B-405450, Oct. 28, 2011, 2011 CPD ¶ 242.

The solicitation states that offerors must have the required clearances “in order to be eligible for contract award.” RFP § M ¶ 1.9. There is no disagreement that ATC possessed the clearances at the time of award. Although the next sentence indicates that evidence of clearance shall be submitted at time of proposal submission, the following sentence clearly states that offerors who fail to supply such evidence by proposal submission may—not must—be deemed ineligible. We find that, together, these sentences allow the agency to receive evidence regarding the clearances after proposal submission, and prior to award, at its discretion.

As a result, we do not agree with CymSTAR that the agency waived a material solicitation requirement by allowing ATC to provide evidence of the clearances after the time set for receipt of proposals, but before contract award.

The protests are denied.

Susan A. Poling
General Counsel