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Decision

Matter of: Technology and Telecommunications Consultants, Inc.

File: B-415029

Date: October 16, 2017

Michael A. Gordon, Esq., Michael A. Gordon PLLC, and Wayne A. Keup, Esq., Wayne A. Keup, PLLC, for the protester.

Maria L. Panichelli, Esq., Edward T. DeLisle, Esq., and Casey J. McKinnon, Esq., Cohen Seglias Pallas Greenhall & Furman PC, for Constellation West, the intervenor. Colonel C. Taylor Smith, and Captain Justin D. Haselden, Department of the Air Force, for the agency.

Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency misevaluated technical proposals is denied where the record shows that the agency evaluated proposals consistent with the terms of the solicitation.

DECISION

Technology and Telecommunications Consultants, Inc. (TTC), of Alexandria, Virginia, protests the award of a task order to Constellation West (CW), of Fairfax, Virginia, under task order request for proposals (TORP) No. FA4890-17-R-0021, issued by the Department of the Air Force for information technology services to support the Air Combat Command Personnel Recovery Division. TTC, the incumbent contractor, alleges that the agency unreasonably evaluated the awardee's proposal as technically acceptable.

We deny the protest.

BACKGROUND

The Air Force Combat Command Personnel Recovery Division conducts time-sensitive personnel recovery missions throughout the world under varying threat levels. Performance Work Statement (PWS) at ¶ 1.0. Real-time location and identification data is critical. Id. For these missions to be successful, the agency makes location and

identification data available through the personnel recovery mission software (PRMS) system. Id.

On June 14, 2017, the agency issued the TORP under the General Services Administration 8(a) Streamlined Technology Acquisition Resources (STARS) II Constellation I government-wide acquisition contract in order to acquire information technology services to support the PRMS system. The TORP contemplated the award, on a best-value tradeoff basis, of a fixed-price contract with one cost reimbursable contract line item number for travel to be performed over one 12-month base period, four 12-month option periods, and one 6-month extension period. Contracting Officer's Statement of Facts at 3. Services would be provided at Selfridge Air National Guard Base, Michigan; Davis-Monthan Air Force Base, Arizona; and Hurlburt Field, Florida. PWS at ¶ 4.0.

The PWS detailed the tasks the awardee would be expected to perform. PWS ¶ 4.0. Primary tasks included site administration, PRMS training and test support, and providing operational and technical support to PRMS system users. Id. at ¶¶ 4.1, 4.2, 4.3, 4.4. For each primary task, the PWS provided lists of subtasks.¹

With regard to the PRMS training and test support task, the awardee would be expected to support development of training guidelines and standards to facilitate third party development and integration activities, participate in project management and other team meetings, and support the developers and systems personnel to create or update training-related materials. PWS at ¶ 4.2. As for subtasks, the awardee would be expected to provide mobile training teams, as well as to perform system integration and testing. Id. at ¶¶ 4.2.1, 4.2.2. The PWS also specified that the awardee would be expected to provide "support via task 4.2 to [Air Force Special Operations Command (AFSOC)] at Hurlburt Field, FL." Id. at ¶ 4.0. Finally, the PWS specified personnel qualifications for those employees providing any PRMS training and test support task or subtask, which included the following: possess a bachelor's degree in information technology, business management, or related field; minimum of three years of personnel recovery experience; minimum of three years Department of Defense or other government agency experience; appropriate security clearance; and excellent oral and presentation skills. Id. at ¶ 4.2.3.

Proposals were to be evaluated based on three evaluation factors: technical, past performance, and price. TORP, Evaluation Criteria at ¶ 3.0. The agency would first evaluate proposals for technical acceptability based on two subfactors, including management plan and staffing approach, and technical approach and mission understanding. Under the management plan and staffing approach subfactor,

¹ As discussed below, these subtasks included providing PRMS training and test support mobile training teams, and system integration and testing; the remaining subtasks are not relevant to this decision.

proposals were required to provide a staffing plan that satisfied the entire range of task requirements in the PWS, and a transition plan. Id. at ¶ 4.1. For the technical approach and mission understanding subfactor, proposals were required to provide a technical approach to meeting the entire range of task requirements in the PWS. TORP, Evaluation Criteria at ¶ 4.1.2. Further, proposals had to detail the offeror's strategy for providing an adequate labor mix of qualified personnel. Id. Among those proposals rated technically acceptable, the agency would conduct a best-value tradeoff analysis between past performance and price. Id.

Prior to the closing date set for receipt of proposals, the agency held a pre-proposal conference. During the conference, industry officials inquired whether the AFSOC position was funded and still a requirement. Declaration of Contracting Officer's Representative at 3. The Contracting Officer's Representative responded that the "AFSOC position is still funded and yes, it is still a requirement." Id.

The agency received three proposals by the closing date. Agency Report (AR), Fair Opportunity Decision Document at 3. It rated all offerors as technically acceptable. Id. On the basis of its tradeoff analysis involving past performance and price, the agency concluded that CW offered the best value to the government, and awarded CW the contract at a price of \$11,189,259.54. After TTC received its debriefing, it filed the instant protest.²

DISCUSSION

TTC asserts that the agency should have found CW's proposal technically unacceptable because, in TTC's view, CW failed to propose an employee specifically dedicated to providing PRMS training and test support to the AFSOC. We note at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. ManTech Advanced Sys. Int'l., Inc., B-413717, Dec. 16, 2016, 2016 CPD ¶ 370 at 3.

TTC asserts that the solicitation requires offerors to propose at least one employee whose sole job is to perform PRMS training and test support for the AFSOC. The agency responds that the solicitation did not require offerors to propose an employee specifically dedicated to AFSOC support.

² The awarded value of the task order exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple award, indefinite-delivery/indefinite-quantity (ID/IQ) contracts established by civilian agencies. See 41 U.S.C. § 4106(f)(2); HP Enterprise Services, LLC, B-413382.2, Nov. 30, 2016, 2016 CPD ¶ 343.

Where a protester and an agency disagree over the meaning of solicitation language, we will resolve the matter by first assessing whether each posited interpretation is reasonable. Anders Constr., Inc., B-414261, Apr. 11, 2017, 2017 CPD ¶ 121 at 3. An interpretation is reasonable when it is consistent with the solicitation when read as a whole and gives effect to each of its provisions. Id. Furthermore, we defer to the plain meaning of the solicitation and its provisions. Id.

On its face, the solicitation did not require any particular staffing plan, and did not require offerors to propose at least one employee dedicated to PRMS training and support for the AFSOC. Instead, the solicitation utilized a performance-based contracting method because the PWS requirements were stated in terms of functional or performance requirements, which permitted offerors the option to propose their own unique approach to fulfilling the technical requirements of the PWS. See Federal Acquisition Regulations (FAR) § 37.101 (“Performance-base contracting means structuring all aspects of an acquisition around the purpose of the work to be performed as opposed to either the manner by which the work is to be performed[.]”); see also Federal Mgmt. Sys., Inc., B-293336, Feb. 20, 2004, 2004 CPD ¶ 41 at 4. While the PWS stated that offerors were expected to provide PRMS training and test support to the AFSOC, this is merely another performance requirement because paragraph 4.0 did not specify any particular manner for that subtask to be performed. Indeed, the protester’s argument is devoid of any reference to particular language in the PWS that requires offerors to adopt a specific staffing plan.

Instead, TTC primarily argues that the AFSOC function cannot be accomplished unless an offeror has an employee specifically dedicated for this function. For support, TTC relies on its experience as the incumbent contractor. In our view, that allegation lacks merit. TTC’s argument does not demonstrate that the protester’s interpretation is reasonable based on the plain language of the solicitation; rather, it challenges the likelihood that CW’s staffing plan will prove successful. To that end, our cases have explained that whether an awardee’s approach proves successful is an issue of contract administration, and is not for our Office’s consideration. See United HealthServ, Inc., B-232640 et al., Jan. 18, 1989, 89-1 CPD ¶ 43 at 7 (explaining that whether the awardee actually meets the PWS requirements is “a matter of contract administration which we will not review”).

TTC also argues that the statement made by the contracting officer’s representative at the pre-proposal conference³ demonstrates that the solicitation required an employee specifically dedicated to AFSOC support.⁴ Contrary to TTC’s position, however, our

³ As provided above, the contracting officer stated at the pre-proposal conference that “the AFSOC position is funded and yes, it is still a requirement.” Declaration of Contracting Officer’s Representative at 3.

⁴ TTC did not allege that its interpretation of the solicitation was affected by the contracting officer’s statement until it filed its comments on the agency report. Protester’s Comments on the Agency Report at 13. A protester must raise all protest

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cases frequently have concluded that offerors rely upon oral advice from an agency at their own risk. Douglas M. Andrews, B-218687, May 17, 1985, 85-1 CPD ¶ 571 at 3; see also Digital Imaging Acquisition Networking Assoc., Inc., B-285396.3, Nov. 8, 2000, 2000 CPD ¶ 191 at 5, n.6 (“To the extent the protester believes that something the agency personnel said at the pre-proposal conference misled the firm, oral advice, even if given, does not operate to amend the solicitation or otherwise legally bind the agency.”); Nomura Enter., Inc., B-271215, May 24, 1996, 96-1 CPD ¶ 253 at 4. This is particularly the case, where as here, the oral advice directly conflicts with the plain language of the solicitation. Environmental Aspectic Servs. Admin., B-221316, Mar. 18, 1986, 86-1 CPD ¶ 268 at 3. As a result, TTC cannot use the erroneous oral advice effectively to revise the solicitation’s plain language in order to support its interpretation. See id.

Thus, based on the solicitation’s plain language, we decline to interpret the solicitation as requiring offerors to propose at least one employee specifically dedicated to providing PRMS training and test support to the AFSOC. The solicitation stated PWS requirements in terms of performance requirements. It did not contain any language requiring offerors to propose a particular staffing plan and did not require offerors to propose one employee specifically dedicated to PRMS training and test support for the AFSOC. Accordingly, we find the agency’s interpretation reasonable and the protester’s interpretation unreasonable.

Turning to the agency’s evaluation, we find that it reasonably evaluated CW’s technical proposal. The record shows that CW proposed two full-time employees to perform PRMS training and test support and that both proposed employees met the requisite qualifications.⁵ AR, Tab 4, CW Proposal at 2-3, 10. CW’s proposal also explained that

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arguments in its initial protest filing; otherwise the later raised arguments constitute piecemeal protests which are untimely and not tolerated by the bid protest system. AAA Eng’g & Drafting, Inc., B-236034.3, Apr. 6, 1993, 93-1 CPD ¶ 295 at 4. Here, TTC was aware that the statement had affected its interpretation of the solicitation when it filed its initial protest alleging that the solicitation required an employee dedicated to AFSOC support. Despite that knowledge, TTC did not use this argument as support in its response to the agency’s request for dismissal, and therefore, its subsequent attempt to raise this argument in its comments and supplemental comments constitutes a piecemeal protest which is untimely. Furthermore, to the extent that the protester argues that it was materially misled by the contracting officer’s representative’s statement, we note that it failed to raise this in its initial protest and thus also constitutes a piecemeal protest and is not for consideration.

⁵ The protester’s allegation that the solicitation required both employees to be stationed at Hurlburt Field, Florida, is in direct conflict with paragraph 11.2 of the PWS, which allows PRMS training and test support employees to be stationed at any of three duty locations. PWS at ¶ 11.2 (“[T]he PRMS Training and Test Support Contractor (Para.

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it would meet all of the requirements under the PWS and also specifically provide PRMS training and test support for the AFSOC. Id. at 2-3, 9-10. TTC's argument that CW's proposal did not explain with sufficient particularity how it would perform the PRMS training and test support duties simply disagrees with the agency's evaluation, which does not, without more, constitute a basis to sustain a protest. Walden Security; Akal Security, Inc., B-413523.6 et al., Mar. 22, 2017, 2017 CPD ¶ 105 at 15. Accordingly, the agency reasonably concluded that CW proposed an adequate staffing plan and labor mix to meet the PRMS training and test support duties in the solicitation.

Finally, the protester alleges that the agency improperly relaxed a material requirement when the agency did not require CW's proposal to include an employee dedicated to AFSOC support. Additionally, TTC asserts that the agency unreasonably evaluated CW's transition plan because the plan did not include an employee dedicated to AFSOC support. In our view, these arguments presuppose that the solicitation required offerors to propose at least one employee dedicated to AFSOC support. These derivative arguments do not establish independent bases of protest.

The protest is denied.

Susan A. Poling
General Counsel

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4.2) may be located at [Selfridge Air National Guard Base], [Davis-Monthan Air Force Base], or Hurlburt Field, Florida.”).