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Decision

Matter of: Qwest Government Services, Inc. d/b/a CenturyLink QGS

File: B-416658.4; B-416658.5

Date: June 17, 2019

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David B. Dempsey, Esq. and James L. D'Agostino, Esq., Dempsey Fontana, PLLC, for AOC Connect, LLC, the intervenor.

Emily Vartanian, Esq., Library of Congress, for the agency.

Charmaine A. Stevenson, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of proposals and selection decision is denied where the record shows that both were reasonable and consistent with the terms of the solicitation.

2. Protest that discussions were misleading and unequal is denied where the protester has not demonstrated that it was prejudiced as a result.

DECISION

Qwest Government Services, Inc. d/b/a CenturyLink QGS (CenturyLink), of Arlington, Virginia, protests the award of a contract to AOC Connect, LLC (AOC), a small business of Chantilly, Virginia, under request for proposals (RFP) No. 030ADV18R0186, issued by the Library of Congress for dense wavelength division multiplexing (DWDM) enabled multi-path wide area network (WAN) services. The protester contends that the Library misevaluated proposals, engaged in unequal and misleading discussions, and failed to make a reasonable best-value tradeoff decision.

We deny the protest.

BACKGROUND

The RFP was initially issued on March 15, 2018, using the commercial item procedures of Federal Acquisition Regulation (FAR) part 12, to modernize the Library's data center

operations by providing long-haul telecommunications network connectivity between a new computing facility (referred to as DC4) and three existing Library data centers (referred to as DC1, DC2, and DC3).¹ Agency Report (AR), Att. 3, RFP, at 5-6. AOC filed a protest challenging the agency's initial decision to award the contract to CenturyLink, which our Office sustained. AOC Connect, LLC, B-416658, B-416658.2, Nov. 8, 2018, 2018 CPD ¶ 384 at 2, B-416658.3, Feb. 12, 2019, 2019 CPD ¶ 79. On December 13, the Library issued a revised solicitation to CenturyLink and AOC, and advised that the prior award would be terminated, a new award made, and that the revised solicitation "incorporate[d] the answers from previously posted Questions and Answers ('Q&A's) into [s]ection C, 'Statement of Work', to clarify the performance requirements and also include[] minor revisions reflecting changed business needs since the time of the original solicitation issuance (March 15, 2018)." ² AR, Att. 3, RFP and Amendments, Cover Email, Dec. 13, 2018.

As revised, the RFP required offerors to submit a primary proposal addressing the minimum requirement--the network connection between DC2 and DC4. RFP at 8. Offerors could also submit an alternate proposal addressing desirable network connections between DC4 and DC3, DC3 and DC2, DC1 and DC3. Id. The solicitation provided information about the agency's existing network, and the Library's "preferred solution" with respect to the minimum requirement, explained as follows:

[Minimum Requirement:] Resilient network connection between DC2 and DC4 that should failover or switchover automatically.

[Preferred Solution:] The Library seeks a multi-path WAN solution. This type of solution has been referred to as "active-active" or "[s]oftware [d]efined WAN technologies with multi-path capabilities". The preferred solution will provide reliable connectivity between sites even if there are unexpected outages in any single path between sites. . . . The Library refers to all these capabilities as multi-path WAN.

¹ DC1 is the Madison Memorial Building in Washington, D.C.; DC2 is the Alternate Computing Facility in Manassas, Virginia; DC3 is the National Audio Visual Conservation Center in Culpepper, Virginia; and DC4 is the Mineral Gap Data Center in Wise, Virginia. See RFP, attach. J1, Price Schedule.

² Prior to AOC's protest, the RFP was amended five times to provide answers to offerors' questions. When the Library issued the revised RFP to CenturyLink and AOC, it did not assign a new solicitation number, and identified the reissued solicitation as amendment 0001. The RFP was subsequently amended three more times, and each amendment provided a conformed copy of the RFP. Unless otherwise indicated, citations to the RFP are to the conformed RFP provided in the final amendment issued by the agency on January 15, 2019.

Id. at 7. The RFP additionally specified the minimum bandwidth requirements for the network connection between DC2 and DC4, as well as the desirable network connections between the four data centers. Id.

Regarding the minimum requirement, the RFP described the existing and new network equipment at DC2 and DC4, and stated that it was desirable for an offeror to leverage this equipment in its approach. Id. The RFP also stated that a proposal to modernize or repurpose existing equipment at DC2 would be entertained “if it provides enhanced capability and is cost effective,” and that other standards and options would be considered “if it can be proven that it is interoperable and cost effective.” Id. The RFP also noted as follows: “At some point in the future the Library may wish to pursue an expanded bandwidth, but as there has been no decision on this and there are multiple possibilities, such bandwidth expansion costs should NOT be included as part of the offeror’s Technical or Price proposals in response to this solicitation.” Id. at 7. The RFP further stated that the maximum allowable schedule for completion of installation and operational status of the initial network links would be 180 days, and that an accelerated schedule would be preferable to the Library and “may result in a more favorable technical proposal rating.” Id. at 6, 36.

Award was to be made to the proposal determined to offer the best value to the government. Id. at 36. The RFP included the following technical evaluation factors, in descending order of importance: technical approach, staffing, past performance, and price. Id. The RFP further stated that a tradeoff analysis would be performed through an integrated assessment between non-price factors and price, and that when combined, the non-price factors were more important than price. Id.

Century Link and AOC both timely submitted primary proposals for the minimum requirement, as well as alternate proposals for the agency’s desirable network connections. Contracting Officer’s Statement (COS) at 1. The agency engaged in discussions with offerors and received final proposal revisions. The offerors’ final evaluation ratings and proposed prices for the minimum requirement (primary proposal) and desirable connections (alternate proposals) were as follows:

	CenturyLink Primary	AOC Primary	CenturyLink Alternate	AOC Alternate
Technical Approach	Good	Good	Good	Outstanding
Staffing	Outstanding	Good	Outstanding	Good
Past Performance	Low Risk	Low Risk	Low Risk	Low Risk
Price	\$5,772,304	\$3,964,977	\$13,736,499	\$7,879,899

AR, Att. 22, Definitive Contract Award Determination, at 6-7.

The source selection official, who also served as the contracting officer, concluded that AOC’s alternate technical approach was rated higher for seven reasons, including its utilization of existing hardware and infrastructure. Id. at 8. The selection official also concluded that although CenturyLink’s staffing for both its primary and alternate

proposals was outstanding, AOC provided a staffing plan with key personnel with direct experience supporting the Library in operating its current DWDM network. Id. The selection official concluded that both offerors received low risk ratings for past performance and demonstrated successful completion of recent efforts similar in size and scope. Id. at 9. Finally, the selection official concluded that AOC's alternate proposal offered the best value to the government. Id. On February 28, 2019, the Library notified CenturyLink of the award to AOC. On March 5, CenturyLink received a debriefing. This protest followed.

DISCUSSION

CenturyLink argues that the Library improperly waived or relaxed the RFP requirements when evaluating the AOC proposal. The protester also contends that the Library engaged in misleading and unequal discussions. The protester additionally raises multiple arguments challenging the evaluation of proposals and the best-value tradeoff decision. Although our decision does not specifically discuss all of the protester's arguments, we have considered them all and find no basis to sustain the protest.

Technical Evaluation

The protester argues that AOC's proposal does not comply with the RFP, and that the agency waived or relaxed its requirements in the evaluation of AOC's proposal. Specifically, the protester contends that the revised solicitation "made clear that [the agency] would not accept the 100 [Gigabits per second (Gbps)] circuit originally sought in the prior procurement and instead required a series of individual links at different bandwidths supported by two active links." Comments & Supp. Protest at 14. According to the protester, "given the history of this procurement, the revised solicitation and the specific questions and answers, no reasonable offeror could have determined that it would be acceptable to propose a 100 Gbps circuit rather than the individual circuits with discrete bandwidth requirements." Id. at 15.

The Library argues that the protester's allegation reflects a misunderstanding of the RFP. The Library explains that the initial solicitation specified that 100 Gbps bandwidth connections were desired, but the revised solicitation provided a tailored description of the required bandwidths based on the "zones" of traffic in the Library's network.³ Supp. Memorandum of Law (MOL) at 1. The Library argues that it refined the bandwidth

³ The initial solicitation issued by the Library on March 15, 2018, stated as follows regarding the required DC2 to DC4 connection and each of the desirable connections: "Desire a [100 Gigabyte (GB)] wavelength link with > eight 10 GB connections per wavelength – upgradeable to [200 GB] via software upgrade option." See RFP (Solicitation No. 030ADV18R0186), Mar. 15, 2018, at 9-10 (available at <https://www.fbo.gov/spg/LOC/CS/CS/030ADV18R0186/listing.html> (last visited June 11, 2019)). This uniform requirement for each connection was removed from the revised RFP.

requirements in the revised RFP to reflect the minimum requirement for each data connection, having determined that the prior requirement for 100 Gbps connections between each data link was not optimal, but did not otherwise preclude an offeror from proposing a solution that included 100 Gbps connections. Id. at 2. The Library also argues that AOC's proposal to satisfy the requirement using 100 Gbps connections complies with the RFP because it provides more than the minimum bandwidth and redundancy between the data centers as specified in the solicitation. Id. at 3-4.

It is a fundamental principle of government procurement that competitions must be conducted on an equal basis, that is, offerors must be treated equally and provided with a common basis for the preparation of their proposals. Continental RPVs, B-292768.2, B-292768.3, Dec. 11, 2003, 2004 CPD ¶ 56 at 8. Contracting officials may not announce in the solicitation that they will use one evaluation scheme and then follow another without informing offerors of the changed plan and providing them an opportunity to submit proposals on that basis. Fintrac, Inc., B-311462.2, B-311462.3, Oct. 14, 2008, 2008 CPD ¶ 191 at 6. Our Office will sustain a protest that an agency improperly waived or relaxed its requirements for the awardee where the protester establishes a reasonable possibility that it was prejudiced by the agency's actions. Datastream Sys., Inc., B-291653, Jan. 24, 2003, 2003 CPD ¶ 30 at 6.

Further, where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. Intelsat Gen. Corp., B-412097, B-412097.2, Dec. 23, 2015, 2016 CPD ¶ 30 at 8. Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. Crew Training Int'l, Inc., B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. Colt Def., LLC, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8. A solicitation is not ambiguous unless it is susceptible to two or more reasonable interpretations. See WingGate Travel, Inc., B-412921, July 1, 2016, 2016 CPD ¶ 179 at 7. If the solicitation language is unambiguous, our inquiry ceases. Id.

Here, as noted, the agency issued a revised solicitation to CenturyLink and AOC. As relevant to this allegation, the revised RFP explained the requirements as follows:

C.4.3. Fiber Path Requirements

The contractor must provide optimum routing and end-to-end connections that employ physical path diversity, circuit redundancy, and resilient communications. Connections currently exist between DC1, DC2, and DC3 and may be used until replaced by other connectivity. The following requirements describe the critical connection path using dark/dim/lit fiber to a new segment (DC4) connecting at a minimum to DC2. A connection from DC4 to DC3 is desirable for path diversity also with multi-path WAN connection supporting high availability and overall network load balancing.

Alternative solutions may be proposed and should be submitted as separate packages, each subject to the submission guidelines.

RFP at 8; see also id. at 7 (“The preferred solution will dynamically route traffic for marginal error conditions where one path may be experiencing marginal issues but has not yet failed completely.”). The agency provided offerors with the opportunity to submit questions about the revised requirements, and ultimately provided answers to 24 questions submitted by offerors in amendments to the RFP. For example, in response to questions regarding the fiber path requirements, the Library explained that its requirement “centers around the concept that a single fiber cut (or loss of service) event does not take out more than one inter-datacenter connection,” and identified four “zones” in its network that would be the “users” of the connections between the data centers. See id., Questions and Answers (Q&A) No. 15; see also id., Q&A No. 17 (“The overriding requirement for building a network that interconnects all of the Library of Congress datacenters is to make sure there is no single point of failure.”).

Another question specifically inquired about the “driving factor” (e.g., cost, schedule, technical) that led the Library to revise the requirements, and specifically asked, “What advantage does multiple [10 GB] and [40 GB] circuits have over the original [100 GB] requirement?” See id., Q&A No. 16. The agency’s answer to this question, as well as those discussed above, was substantively incorporated into the RFP by amendment, as follows:

The business drivers, in the months since the original solicitation was released, have solidified and the uniformity of 100 Gbps connections interconnecting the datacenters are not optimal for the Library requirements. The Library [internet protocol] network is organized into Zones. The CORE Zone carries end user device traffics, the DCI Zone is where the data intensive server to server traffic resides, while the EDGE Zone is where the Library interfaces with entities outside of the four datacenters including Internet, Internet 2, and CapNET. There is also a “zone” for SAN and SAN interconnection via Fiber Channel.⁴

Id. at 7. In addition, as noted, the RFP specified the minimum bandwidth requirements and network zone for each of the required and desirable connections between the four data centers. Specifically, for connections between data centers in the CORE Zone, the RFP specified a bandwidth of “2 x 10 Gbps Ethernet”; for the DCI Zone, the RFP specified a bandwidth of “2 x 40 Gbps Ethernet”; for the EDGE Zone, the RFP specified

⁴ As noted, the initial solicitation contained a uniform requirement for each connection. As revised, the RFP identifies zones and specifies the required connections in each zone. The CORE and DCI zones both require six links between all four data centers. RFP at 7. The EDGE zone requires links for DC1-DC4 and DC2-DC4 and the SAN zone requires a link for DC3-DC2. Id.

a bandwidth of “2 x 10 Gbps Ethernet”; and for the SAN Zone, the RFP specified a bandwidth of “2 x 16 Gbps Fiber Channel.” RFP at 7.

We find nothing in the RFP that could reasonably be interpreted to preclude an offeror from proposing an approach that included 100 Gbps connections. Rather than specify the bandwidth connection required or desired between data centers, the revised RFP informed offerors that the Library’s objective was to build a reliable and redundant network between all four data centers such that network connectivity would not be lost in the event of a single point of failure, and stated the minimum bandwidth required for each connection. Simply put, the RFP provided the Library’s minimum bandwidth requirements and afforded the offerors’ discretion to propose a technical approach consistent with those requirements and the other criteria set forth in the RFP.

We further find no basis to conclude that the Library either waived or relaxed any of the requirements when evaluating the AOC proposals. The RFP stated that offerors’ technical approaches would be evaluated as follows:

The Library will evaluate the degree to which the Offeror’s technical approach will ensure fulfillment of all minimum requirements stated in section C and minimize risk to the government. The [t]echnical [r]equirements in [s]ection C reference both “minimum” [required] and “preferred” and/or “desirable” functional requirements and fiber path features. The “minimum” requirements MUST be met in order for an offeror’s technical approach to be deemed acceptable. While offerors will not be penalized for not proposing on “preferred” or “desired” features for their [t]echnical [a]pproach, those offerors who propose the “preferred” and/or “desired” items listed in the [t]echnical [r]equirements of [s]ection C may be rated more favorably for their [t]echnical [a]pproach.

RFP at 36. Regarding its technical approach, the AOC alternate proposal stated as follows: “The proposed network will provide [100 Gbps] of initial capacity and performance and be quickly upgradeable, at a very low incremental cost to the Library, to meet future requirements. . . . [T]he required capacity per link and the proposed solution will meet the bandwidth requirement for the CORE, DCI, EDGE and SAN network zones.” AR, Att. 5, AOC Alternate Proposal, at 9. The proposal also stated that AOC’s “solution will provide the aggregate bandwidth necessary to meet the Library’s requirements for capacity and support requirements for the CORE, EDGE and DCI network zones. [A table in the proposal] lists AOC Connect’s proposed utilization of the Library’s existing legacy [] system channels for DC1-DC2, DC2-DC3 and DC3-DC1 spans.” Id. at 13.

In its evaluation of AOC’s alternate proposal, the Library identified multiple strengths consistent with the RFP evaluation criteria, and assigned a rating of outstanding. AR, Att. 19, Proposal Evaluation Summary Form, at 5-6. For example, as noted, the RFP encouraged the use of existing equipment to the extent it would be cost effective,

advised offerors that the Library anticipated future expansion beyond the present procurement, and would more favorably evaluate an accelerated schedule. RFP at 6-8, 36. Among other things, the Library identified strengths in AOC's alternate proposal because the proposed solution "leverages and integrates with existing Library owned DWDM infrastructure and [] hardware at DC1, DC2, and DC3 to reduce non-recurring costs"; "makes it feasible to upgrade network capacity with reduced additional investment in the future when more bandwidth is required"; and "[a]ccelerated delivery of bandwidth with required links delivered within 80 days and desired links within 120 days of approval and notice to proceed, sooner than the [statement of work] stated maximum allowable window of 180 days." Att. 19, Proposal Evaluation Summary Form, at 5. On this record, we find the agency's evaluation of AOC's alternate proposal to be reasonable.

Discussions

The protester argues that the agency failed to conduct meaningful discussions, and did not lead CenturyLink to areas of its proposal that could have enhanced its chances for award. Specifically, CenturyLink argues that the agency should have advised that the proposed price for its alternate proposal was too high, as well as inquired about its proposed accelerated schedule. Protest at 19-20. The Library argues that it reasonably did not discuss the proposed price of CenturyLink's alternate proposal because it was consistent with its proposed technical approach, and it did not discuss CenturyLink's proposed schedule because the Library concluded the proposed schedule presented a strength in the proposal. MOL at 3-6.

In a negotiated procurement where the agency conducts discussions, those discussions must be meaningful--that is, they must be sufficiently detailed so as to lead the offeror into the areas of its proposal requiring revision. Gonzales Consulting Servs., Inc., B-416676, B-416676.2, Nov. 20, 2018, 2018 CPD ¶ 396 at 11. In connection with the requirement that discussions be meaningful, offerors may not be treated unequally; that is, offerors must be afforded equal opportunities to address the portions of their proposals that require revision, explanation, or amplification. Unisys Corp., B-406326 et al., Apr. 18, 2012, 2012 CPD ¶ 153 at 7. However, the requirement for equal treatment does not mean that discussions with offerors must, or should, be identical. To the contrary, discussions must be tailored to each offeror's own proposal. FAR § 15.306(d)(1); Metropolitan Interpreters & Translators, Inc., B-403912.4 et al., May 31, 2011, 2012 CPD ¶ 130 at 7. While discussions must address deficiencies and significant weaknesses identified in proposals, the precise content of discussions is largely a matter of the contracting officer's judgment. Cyber Protection Techs., LLC, B-416297.2, B-416297.3, July 30, 2018, 2018 CPD ¶ 270 at 8. To satisfy the requirement for meaningful discussions, an agency need only lead an offeror into the areas of its proposal requiring amplification or revision; all-encompassing discussions are not required, nor is the agency obligated to "spoon-feed" an offeror as to each and every item that could be revised to improve its proposal. Id.

Regarding price, the RFP required that offerors propose fixed prices for each of seven contract line item numbers (CLINs), which consisted of a CLIN for installation, configuration, and testing of the network, and six CLINs for the operational costs of the network for the base year and five option years of performance. RFP at 4-5, 35. The RFP additionally stated as follows: “Pricing should be consistent with the technical approach proposed [dark fiber, dim fiber or lit solution] and include all necessary equipment costs associated with the encryption requirements associated for the solution(s) proposed.” Id. at 36. The RFP further stated that the proposed price for all CLINs would be added to establish a total evaluated price, and that prices would be evaluated for reasonableness using the price analysis techniques in FAR § 15.404-1(b). Id. at 37.

The record shows that AOC’s alternate proposed price for installation and base year maintenance was \$2,941,720, and maintenance for the option years was \$4,938,179, for a total evaluated price of \$7,879,899. AR, Att. 20, Initial Proposal Pricing and Ratings; AR, Att. 21, Final Proposal Pricing and Ratings. By comparison, CenturyLink’s alternate proposed price for installation and base year maintenance was \$3,560,094, and maintenance for the option years was \$10,176,404, for a total evaluated price of \$13,736,499. Id.

Here, CenturyLink’s argument, that the Library should have raised in discussions that its proposed price for its alternate proposal was too high, is premised on a conclusion that is not supported by the record. To this end, the agency argues that the protester’s proposed price “may have been noncompetitive, but it was not unreasonable on its face.” MOL at 4. The agency further argues that AOC “was able to achieve cost savings through its use of existing hardware and infrastructure, and this was one of the seven key technical advantages attributed to AOC” by the source selection official.⁵ Id. Unless an offeror’s proposed price is so high as to be unreasonable or unacceptable, an agency is not required to inform an offeror during discussions that its proposed price is high in comparison to a competitor’s proposed price, even where price is the determinative factor for award. Centerra Grp., LLC, B-414768, B-414768.2, Sept. 11, 2017, 2017 CPD ¶ 284 at 6. Since the Library did not conclude that CenturyLink’s price was so high as to be unreasonable or unacceptable, the Library was not required to discuss CenturyLink’s comparatively high price with the firm during discussions.

Likewise, we find reasonable the Library’s decision not to discuss CenturyLink’s proposed schedule. The record reflects that the Library in fact identified the accelerated

⁵ The agency further explains that the protester’s preferred solution proposed a point-to-point approach in which CenturyLink would provide 30 separate circuits for each separate link between data centers. Supp. MOL at 4. In contrast, AOC proposed a ring network topology that interconnected the data center with four 100 Gbps connections and one existing dark fiber, and AOC’s solution additionally utilized existing infrastructure, resulting in a much lower price. Id.

schedule proposed by CenturyLink as a strength in its proposal because it would “[m]eet the delivery schedule for circuit connection and service operations in 60 days for the primary and 180 days for the redundant segments.” AR, Att. 19, Proposal Evaluation Summary Form, at 7. Since the Library did not conclude that CenturyLink’s schedule presented a deficiency or significant weakness in the proposal, the Library was not required to discuss CenturyLink’s accelerated schedule during discussions. Cyber Protection Techs., LLC, supra.

The protester also argues that the agency engaged in unequal discussions by discussing its concerns regarding diverse paths and points of entry for DC2 and DC4 with only AOC, but not CenturyLink, although it had the same concern with both offerors’ proposals. Comments & Supp. Protest at 16-17. The agency argues that it discussed its concerns with only AOC because, unlike CenturyLink, AOC did not include aerial images in its initial proposal submission. The agency further argues that it was not required to raise the issue with CenturyLink in discussions because the concern with CenturyLink’s proposals was considered to be a minor weakness, and was not a factor in the evaluators’ recommendation of the AOC alternate proposal for award or the source selection official’s best-value tradeoff. Supp. MOL at 7.

As noted, the fiber path requirements of the RFP stated that offerors “must provide optimum routing and end-to-end connections that employ physical path diversity, circuit redundancy, and resilient communications.” RFP at 8. Regarding physical path diversity, CenturyLink included in its proposals figures that it represented depicted the diverse points of entry into DC2 and DC4. AR, Att. 6, CenturyLink Primary Proposal, at 10-11 (“Figure 1.3.1-2 and Figure 1.3.1-3 shows the diverse building entrances for DC2 and DC4 respectively.”); Att. 7, CenturyLink Alternate Proposal, at 16 (same). In its evaluation, citing to figure 1.3.1-2, the Library identified as a weakness that the proposals “appear[ed] to have two points of overlap and are not diverse paths into DC2.” AR, Att. 19, Proposal Evaluation Summary Form, at 3, 7. In its final evaluation, the Library identified 15 strengths and 5 weaknesses in CenturyLink’s primary proposal, 16 strengths and 6 weaknesses in CenturyLink’s alternate proposal, and assigned a rating of good to both proposals. Id. at 3-4, 7-8.

Unlike CenturyLink, AOC’s proposals did not include any depiction of the points of entry for DC2 or DC4, but stated generally that it would “provide optimum fiber routing and end-to-end connections that employ physical path diversity, circuit redundancy, and resilient communications.” See AR, Att. 5, AOC Alternate Proposal, at 10. In its discussions with AOC, the agency requested as follows: “Please provide specific images showing pathways in to DC2 and DC4 facilities.” AR, Att. 8, AOC Discussions Communications, at 2. In response, AOC provided the requested aerial depictions of the points of entry to DC2 and DC4 along with a narrative that explained that each data center would have “two lateral entrances.” Id. at 8-9.

Although the Library provides an explanation for why it raised this issue only with AOC, we need not address this question here, because any error in this regard would not be a sufficient basis for our Office to sustain the protest. Competitive prejudice is an

essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. HP Enter. Servs., LLC, B-411205, B-411205.2, June 16, 2015, 2015 CPD ¶ 202 at 6; see also CSI Aviation, Inc., B-415631 et al., Feb. 7, 2018, 2018 CPD ¶ 68 at 15-16 (finding that the protester was not prejudiced by unequal discussions).

As noted, CenturyLink's proposals were assigned multiple strengths and received ratings of good, and there is no basis in the record to conclude that elimination of this weakness would have resulted in its proposals having a substantial chance for award. As discussed below, the source selection official found that "[a]lthough both primary offers were acceptable, the Technical Evaluation Panel decided that the alternate offers from both vendors addressed all of the minimum and preferred and desirable requirements," and identified the reasons why the technical approach in AOC's alternate proposal was more highly rated. AR, Att. 22, Definitive Contract Award Determination, at 8. The source selection official did not discuss the protester's weakness regarding the points of entry in the decision. See id. Thus, the record shows that this weakness did not have a material effect on the source selection official's tradeoff analysis. Moreover, the protester has not demonstrated how removal of this sole weakness would overcome the significant price premium. Without the possibility of prejudice, this protest ground is denied.⁶

Source Selection

The protester argues that the Library failed to conduct a proper tradeoff analysis that compared the proposals for the minimum contract requirements. CenturyLink argues that the agency's tradeoff did not include an apples-to-apples comparison because the offerors' alternate proposals did not include the same scope of work. CenturyLink argues that it offered the lowest price for the primary contract scope, which the agency failed to consider when selecting AOC's alternate proposal for award. Protest at 17-19. The agency argues that the source selection official reasonably compared all four proposals in the tradeoff analysis, and reasonably selected AOC's alternate proposal for award. MOL at 2.

⁶ The protester also argues that the Library engaged in unequal discussions by failing to "advise CenturyLink that it was willing to accept a 100 Gbps service despite its revision to the Solicitation requiring individual links with specific bandwidth." Comments & Supp. Protest at 16. As noted, agencies are required to address deficiencies and significant weaknesses in discussions, but are not obligated to identify every item that an offeror can revise to improve its proposal. FAR § 15.306(d)(1); Cyber Protection Techs., LLC, supra. As a result, we find no requirement for the Library to have advised CenturyLink that it could alternatively include 100 Gbps connections in its proposed solution since it did not constitute a significant weakness or deficiency in the proposal, and as discussed above, was not prohibited by the RFP.

Nothing in the record suggests that the source selection official did not understand the differences between the scope of work proposed in the primary and alternate proposals. In its evaluation, the agency found that both offerors' alternate proposals provided a technical approach that included all of the desirable connections included in the RFP. The record shows that the source selection official considered all four proposals, and identified seven strengths in AOC's alternate proposal that justified its higher rating of outstanding relative to the other proposals. AR, Att. 22, Definitive Contract Award Determination, at 8. The source selection official explained the award decision as follows:

AOC Connect's [a]lternate [o]ffer provides the best value to the government. Although AOC's [a]lternate total price of \$7,879,899.30 is approximately \$4 million higher than the lowest priced proposal, AOC's [p]rimary, and approximately \$2 million higher than the second lowest priced proposal, CenturyLink's [p]rimary, AOC's [a]lternate provided a better technical approach. AOC's [a]lternate proposal has been determined to be worth the premium that the Library will pay to obtain better services when compared to lower priced offers and is otherwise better rated when compared to the higher priced CenturyLink [a]lternate of \$13,736,499.16.

Id. at 9.

As a general matter, source selection officials enjoy broad discretion in making tradeoffs between the comparative merits of competing proposals in a best-value evaluation scheme; such tradeoffs are governed only by the test of rationality and consistency with the solicitation's evaluation criteria. Coastal Int'l Sec., Inc., B-411756; B-411756.2, Oct. 19, 2015, 2015 CPD ¶ 340 at 14.

The RFP explained that offerors who proposed the desirable connections listed could be rated more favorably for their technical approach. RFP at 36. The solicitation therefore provided that the agency would consider the alternate proposals and the desirable connections in the selection decision. Here, as noted, the selection official considered the technical merit of all of the proposals relative to the scope of work proposed as well as price, and concluded that AOC's alternate proposal was worth the price premium when compared to both offerors' primary proposals because it was more highly rated and provided more services. Further, with respect to the offerors' alternate proposals, since AOC's alternate proposal was higher technically rated and lower priced than CenturyLink's, no tradeoff was required. See Alliance Tech. Servs., Inc., B-311329, B-311329.2, May 30, 2008, 2008 CPD ¶ 108 at 3.

The protest is denied.

Thomas H. Armstrong
General Counsel