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Decision

Matter of: Vencore, Inc.

File: B-416994.2; B-416994.3

Date: June 17, 2019

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DIGEST

1. Protest that the awardee's proposal failed to follow the solicitation's font and page requirements is denied where the protester's proposal also failed to follow the instructions, and the waiver of this requirement for both offerors did not result in prejudice to the protester.
2. Protest challenging the agency's evaluation of technical proposals is denied where the agency's evaluation was reasonable and consistent with the solicitation, with the exception of two non-prejudicial instances of unequal treatment.

DECISION

Vencore, Inc., of Chantilly, Virginia, protests the issuance of a task order to BAE Systems Technology Solutions & Services Inc., of Rockville, Maryland, by the Department of Homeland Security (DHS), under request for proposals (RFP) No. 70QS0118R00001003, which was issued for systems engineering and integration (SE&I) support services. Vencore argues that DHS improperly and prejudicially waived the solicitation's font and page limit requirements for the awardee, and also argues that the agency unreasonably and unequally evaluated the protester's and awardee's technical proposals.

We deny the protest.

BACKGROUND

DHS issued the solicitation on May 25, 2018, seeking proposals to provide SE&I support services in support of DHS's Office of Cybersecurity and Communications (CS&C). Contracting Officer's Statement (COS) at 1. The successful offeror¹ will be required to provide "architecture planning, planning, requirements management, data management, systems engineering, modeling and simulation, security management, testing, post implementation review, system training management and quality and process management support" for the DHS Network Security Deployment (NSD) division, which is the "cybersecurity engineering and acquisition 'Center of Excellence' within CS&C." Agency Report (AR), Tab B.2, Statement of Work (SOW), at 7, 14. Vencore is the incumbent contractor for these requirements. Protest at 6.

The competition was limited to firms who hold one of the General Services Administration's Alliant multiple-award IDIQ contracts. AR, Tab B.2, RFP, at 2.² The RFP anticipated the issuance of a cost-plus-fixed-fee task order with a base period of 6 months, four 1-year options, and one 6-month option. Id. at 5. The solicitation stated that proposals would be evaluated based on cost, and the following three non-cost factors, which were listed in descending order of importance: (1) technical approach, (2) key personnel, and (3) management approach. Id. at 68. For purposes of award, the non-cost factors were, when combined, "significantly more important" than cost. Id.

DHS received proposals from two offerors, Vencore and BAE, by the closing date of June 28. COS at 1. The agency initially issued the task order to BAE in September 2018. Id. Vencore filed a protest with our Office challenging the award on October 9. On November 7, prior to filing its report on the protest, the agency advised our Office that it would take corrective action in response to the protest by reevaluating proposals. Vencore, Inc., B-416994, Nov. 8, 2018, at 1 (unpublished decision). Based on the agency's notice, our Office dismissed the protest on November 8. Id.

After reevaluating proposals as part of the corrective action, the agency assigned the following strengths and weaknesses to Vencore's technical proposal: for the technical approach factor, one significant strength, three strengths, no significant weaknesses, and 11 weaknesses; for the key personnel factor, one significant strength, two strengths, one significant weakness, and one weakness; for the management approach factor, no significant strengths, five strengths, no significant weaknesses, and four weaknesses. AR, Tab E.1, Technical Evaluation Team (TET) Report, at 12. The

¹ Although firms that compete for task orders under indefinite-delivery, indefinite quantity (IDIQ) contracts are generally referred to as "vendors," the record and the parties' briefing primarily use the term "offerors." For the sake of consistency, we refer to the firms that competed for the award as offerors.

² Citations to the RFP are to the version labeled "Final" and dated June 22, 2018.

agency assigned the following strengths and weaknesses to BAE's technical proposal: for the technical approach factor, one significant strength, four strengths, no significant weaknesses, and four weaknesses; for the key personnel factor, no significant strengths, three strengths, one significant weakness, and no weaknesses; for the management approach factor, no significant strengths, one strength, no significant weaknesses, and three weaknesses. Id. at 3-4.

The final evaluation ratings assigned by the TET were as follows:³

	VENCORE	BAE
Technical Approach	Acceptable	Good
Key Personnel	Acceptable	Acceptable
Management Approach	Acceptable	Acceptable
Evaluated Cost	\$199,871,442	\$211,267,445

AR, Tab E.1, TET Report, at 3, 12; Tab E.6b, Business Clearance Memorandum (BCM), at 14.

The source selection authority (SSA) reviewed and concurred with the findings and conclusions of the TET report, the BCM, and the award recommendation prepared by the contracting officer. AR, Tab E.5, Source Selection Decision (SSD), at 1. The SSA found that the advantages of BAE's proposal over Vencore's under the technical approach factor outweighed the "slight advantage" for Vencore's proposal under the key personnel and management approach factors. Id. at 2. Based on these findings, the SSA concluded that BAE's proposal merited the \$11.4 million cost premium as compared to Vencore's proposal. Id.

DHS issued the task order to BAE on February 28, 2019, and provided a debriefing to Vencore on March 7. This protest followed.⁴

DISCUSSION

Vencore challenges DHS's issuance of the task order to BAE based on two primary arguments: (1) the agency improperly waived the RFP's font and page limit requirement for the awardee's proposal, and (2) the agency unreasonably and unequally evaluated the offerors' technical proposals. For the reasons discussed

³ For the non-price factors, the agency assigned proposals one of the following ratings: outstanding, good, acceptable, marginal, or unacceptable. RFP at 67.

⁴ The awarded value of the task order at issue exceeds \$10 million. AR, Tab E.6b, BCM, at 14. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of Title 41 of the U.S. Code. 41 U.S.C. § 4106(f)(1)(B).

below, we find no basis to sustain the protest regarding the first argument, and conclude that although there were two errors in the agency's evaluation of the technical proposals, these errors did not prejudice the protester in a manner that merits sustaining the protest.

Font and Page Limits

Vencore argues that BAE's proposal did not follow the RFP's instructions regarding the font⁵ to be used in preparing technical proposals; the protester argues that this violation effectively allowed the awardee's proposal to violate the RFP's page limit for technical proposals. For the reasons discussed below, we conclude that both offerors' proposals failed to comply with the RFP's instructions, and further find that the protester was not prejudiced by the agency's waiver of the requirement for both offerors.

Agencies are required to evaluate proposals and quotations consistently, and in accordance with a solicitation's instructions, including any instructions relating to a solicitation's format and page limitations. See DPK Consulting, B-404042, B-404042.2, Dec. 29, 2010, 2011 CPD ¶ 12 at 4-6. Consideration of submissions that exceed established page limitations is improper where it provides an unfair competitive advantage to a competitor that fails to adhere to the stated requirements. IBM U.S. Fed., a div. of IBM Corp.; Presidio Networked Sols., Inc., B-409806 et al., Aug. 15, 2014, 2014 CPD ¶ 241 at 12-13. We will not find prejudice, however, where the agency waived a requirement for both the protester and the awardee in a manner that did not confer competitive advantage to the awardee. Lockheed Martin Corp., B-411365.2, Aug. 26, 2015, 2015 CPD ¶ 294 at 14.

The RFP stated that technical proposals could not exceed 50 pages, but provided that key personnel resumes did not count against this limit. RFP at 61-62. The solicitation stated the following regarding the font to be used:

The type shall not exceed 12 nor be smaller than 13 characters/spaces to the linear inch. For graphics and tables the minimum size allowed is 13 characters/spaces to the linear inch. There is no print size limitation on the cost volume.

Id. at 61. The parties agree that these instructions required that proposals use a font that does not contain more than 13 characters per linear inch, i.e., that the font is large enough so that not more than 13 characters will fit within an inch.⁶

⁵ Although there are technical differences between the terms "type" and "font," the record and the parties' briefing use these terms synonymously. We use the term font in this decision to refer to the design and size of the text used in proposals.

⁶ As our Office advised the parties, there appears to be a conflict between the instruction that the type "not exceed 12" and also not "be smaller than 13" characters
(continued...)

Vencore argues that the RFP's requirement to use a font that was defined in terms of characters per linear inch necessitated the use of a monospaced font, *i.e.*, one where every character, including spaces and punctuation, has the same fixed width. Protester's Comments & Supp. Protest, Apr. 22, 2019, at 6. Courier New and Lucida Typewriter are examples of monospaced fonts. See Strategic Resources, Inc., B-406841.2, Nov. 27, 2012, 2012 CPD ¶ 346 at 4. In contrast, a proportionally spaced font has differing widths for letters, spaces, and punctuation. See id. Times New Roman and Arial are examples of proportional font. See id. The agency and intervenor do not disagree with the protester's interpretation in this regard.

Vencore notes that BAE's technical proposal used a proportionally spaced font, Times New Roman 12 point. The protester contends that use of this font resulted in approximately 14 to 15 characters per linear inch throughout BAE's proposal.

Protester's Comments & Supp. Protest, Apr. 22, 2019, at 8. The protester argues that the awardee's use of this noncompliant font allowed it to include information in excess of the RFP's 50 page limit for technical proposals. Id. The protester contends that converting the awardee's proposal to a compliant monospaced font shows that the awardee was allowed to include approximately three additional pages, and further argues that conversion of text within tables in the proposal would likely add additional pages. Id.

DHS and BAE contend that Vencore was not prejudiced by the awardee's use of a noncompliant font because the protester's proposal also failed to meet the RFP's requirements. The body of Vencore's proposal used Lucida Typewriter Sans 10 point, a monospaced font, which complied with the 13 character per linear inch requirement. As the agency and intervenor note, however, the protester's proposal contained more than 40 tables and graphics, the text of which had more than 13 characters per linear inch. See Supp. Memorandum of Law (MOL), May 2, 2019, at 2-3; Intervenor's Supp. Comments, May 9, 2019, at 2-3. Vencore acknowledges that all of the tables in its proposal violated the RFP's font requirement. Protester's Response to GAO Questions, May 24, 2019, at 1. In this regard, the majority of the tables used Lucida Typewriter Sans 9 point, which, results in between 13 and 14 characters per linear inch, and at least two of the tables used an even smaller font. Id. The protester does not dispute the agency's and intervenor's arguments that the use of a smaller font in the tables violated the RFP's instructions for the use of font, and also does not dispute the agency's and intervenor's arguments that this violation allowed the protester to include information in excess of the RFP's 50 page limit for the technical proposal. See Protester's Supp. Comments, May 9, 2019, at 7.

(...continued)

per linear inch. The parties agree, however, that the operative limit for purposes of this protest is that the type used must not allow more than 13 characters to fit within an inch.

Vencore argues that the awardee's violation of the RFP's requirements should be considered more significant, because the entirety of the awardee's proposal violated the font limitation. In contrast, the protester argues that the text in the body of its proposal complied with the font limit, and that the noncompliant font in the tables meant that only a "negligible fraction of its proposal" failed to meet the RFP's requirement. Id. at 8. The record shows, however, that the awardee's proposal contained more than 40 tables, the majority of which were comprised entirely of text. Moreover, the majority of these tables occupied between a quarter to a third of a page, and some of the tables occupied half or more of a page. One table in particular comprised the entirety of a page and was rotated 90 degrees so that text significantly in excess of a single page could fit onto that page. AR, Tab D.2, Vencore Technical Proposal, at 37. For these reasons, we see no basis to conclude that the protester's proposal violated the RFP requirements in a "negligible" manner as compared to the awardee.

Additionally, BAE contends that its proposal's noncompliance with the RFP's font requirement did not result in a competitive advantage with respect to the RFP's page limit. In its response to the protester's supplemental arguments regarding the font and page requirements, BAE submitted to our Office a reformatted version of its proposal. The intervenor's reformatted proposal uses Courier New 10 point, which is a monospaced font that complies with the 13 characters per linear inch requirement. Intervenor's Supp. Comments, May 9, 2019, Exh. A, Decl. of BAE Director, at 2; see also id., Exh. 1, Reformatted BAE Technical Proposal. The intervenor also notes that the RFP did not specify any requirements for margins, and further notes that the protester's proposal used 0.75-inch margins on the left and right side, whereas the awardee's proposal used 1-inch margins. The intervenor's reformatted proposal used the same 0.75-inch margins as the protester's proposal, which resulted in an overall decrease in the length of BAE's proposal, from 50 to 48 pages.⁷ Intervenor's Supp. Comments, May 9, 2019, Exh. A, Decl. of BAE Director, at 2-3.

Vencore does not specifically dispute the awardee's contention that BAE's proposal would be shorter than the original version when using a compliant monospaced font and the same margins used in Vencore's proposal.⁸ The protester objects, however,

⁷ The agency and intervenor also note that the text of the protester's proposal had approximately 30,000 more characters than the text of the awardee's proposal. Intervenor's Supp. Comments, May 9, 2019, at 8; Supp. MOL. May 2, 2019, at 4. Although we do not think this method of comparing proposals is necessary for the resolution of the protest, we agree with the agency and intervenor that it appears to show, generally, that the protester was not prejudiced by the awardee's use of a non-compliant font.

⁸ The protester notes that two tables in BAE's reformatted proposal might still exceed the font limit. Protester's Supp. Comments, May 29, 2019, at 2; id., Exh. A, Decl. of BAE Director, at 1-2. In light of the fact that the reformatted version of the proposal was 48 pages, we find no basis to conclude that the correction of these two tables would result in a proposal that exceeded the RFP's 50-page limit for the technical proposal.

to our Office's consideration of the awardee's reformatted proposal, arguing that it is improper to allow an offeror to demonstrate compliance with an RFP requirement through a post-award revision to its proposal. We conclude that it is proper to consider the awardee's reformatted proposal, as this document was not submitted for the purpose of establishing technical acceptability. Instead, consideration of the reformatted proposal is appropriate for the limited purpose of assessing competitive prejudice to the protester. In this regard, although the agency effectively waived the requirement for both offerors, Vencore argues that we must still assess whether the waiver resulted in overall prejudice to the protester. See Protester's Supp. Comments, May 9, 2019, at 8-10. We agree, and therefore conclude that it is necessary to assess the effect on the awardee's proposal of using a compliant font.⁹

On this record, we find no basis to sustain the protest based on the awardee's failure to comply with the RFP's font requirement, as both the protester's and awardee's proposals failed to comply. With regard to the effect of the noncompliant font on the page limit, the record shows that after revising the awardee's proposal to use a compliant monospaced font and applying the same page margins used by the protester's proposal, the awardee's proposal becomes shorter than the 50 page limit. For these reasons, we find no basis to conclude that the protester was prejudiced by the waiver, because the record does not establish that the awardee's proposal should have been rejected as unacceptable, that the awardee was able to submit more information than the protester in its proposal, or that the protester would have been able to include more information in its proposal if it had been allowed to use the same font as the awardee.¹⁰ See DRS Network & Imaging Sys., LLC, B-413409, B-413409.2, Oct. 25, 2016, 2016 CPD ¶ at 315 at 10.

Vencore also argues that one of BAE's key personnel resumes exceeds the applicable page limit. As discussed above, the RFP's instructions stated that the font used in technical proposals could not exceed 13 characters per linear inch. RFP at 61. Although resumes were not included in the 50-page limit for technical proposals, resumes were limited to three pages. Id.

⁹ In this regard, the protester acknowledges that its arguments regarding the effect of waiving BAE's violation of the RFP's font requirements are based on a post-protest analysis by its counsel. See Protester's Supp. Comments, May 9, 2019, at 8 n.5.

¹⁰ Vencore also argues that it was prejudiced because it deleted 14 pages from an earlier version of its proposal that was prepared under an earlier version of the RFP's font requirement. Protester's Comments & Supp. Protest, Apr. 22, 2019, at 9. As discussed herein, however, the record here shows that the awardee's use of a non-compliant font did not allow it to include more information in its proposal as compared to the protester. For this reason, the protester does not establish that, had it been allowed to use the same font as Vencore, it would have been able to include any additional information, much less 14 additional pages.

The protester contends that the resume for one of BAE's proposed project managers exceeds the page limit by one line, totaling six words. Protester's Comments & Supp. Protest, Apr. 22, 2019, at 15; AR, Tab D.5, BAE Proposal, Attach. 1, at 9-10. The protester argues that the text that exceeds the 3-page limit was necessary to understand the proposed key personnel candidate's experience, which in turn was the basis for a strength assigned to BAE's proposal. See AR, Tab E.1, TET Report, at 7.

The intervenor disputes the protester's argument that the proposal exceeds the page limit, stating that the version of the proposal it submitted prints and displays on screen as three pages. Intervenor's Supp. Comments, May 9, 2019, at 22. The agency states that the hard copies of the awardee's proposal that were required by the RFP and reviewed by the TET show that all text was within the three pages. Supp. MOL at 6. Our review of the electronic version of the awardee's proposal provided in the agency report and hard copies printed from that file accords with the protester's review: the file prints and displays on screen as four pages, with the last line of the entry for the resume's last position (six words) displaying on the next page. See AR, Tab D.5, BAE Proposal, Attach. 1, at 9-10.

We nonetheless find no need to resolve this matter, as the record shows that there is no possibility of prejudice to the protester. The awardee's resume uses the same non-compliant proportional font (Times New Roman 12 point) as its technical proposal. As discussed above, however, using a compliant monospaced font and expanding the margins of BAE's technical proposal to the same width used by Vencore's proposal shortens the overall length of BAE's proposal. It appears that the same effect occurs for the resume for the project manager. Moreover, the record shows--and Vencore does not dispute--that the protester's key personnel resumes also do not use a compliant font; as with the tables in its technical proposal, the font for the protester's resumes exceed the 13 character per inch limit. At least one of the protester's resumes uses the full three pages, and therefore would run over if a compliant font were used. See AR, Tab D.2, Vencore Technical Proposal, Attach. 1, at 23-25. On this record, we find no basis to conclude that, even if the protester is correct that the resume for the awardee's proposed project manager exceeded the page limit by one line, this would have provided a prejudicial advantage as compared to the protester's own non-compliant resumes. We therefore find no basis to sustain the protest with regard to any of Vencore's arguments regarding the font restrictions or page limits.

Technical Proposal Evaluation

Next, Vencore argues that DHS unreasonably and unequally evaluated proposals under the three non-cost factors. We address several representative examples, below.¹¹ Based on our review, we find that the agency's evaluation was not reasonable with regard to the failure to assign a weakness to the awardee's proposal and the

¹¹ Although we do not address every argument, we have reviewed them all and find no basis to sustain the protest.

assignment of one weakness to the protester's proposal. We conclude, however, that these evaluations did not prejudice the protester, and we therefore find no basis to sustain the protest.

This task order competition was conducted among Alliant IDIQ contract holders pursuant to the provisions of Federal Acquisition Regulation subpart 16.5. In reviewing protests of awards in task order competitions, we do not reevaluate proposals but examine the record to determine whether the evaluations and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. DynCorp Int'l LLC, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7. In conducting procurements, agencies may not engage in unfair or disparate treatment of competing vendors or offerors. UltiSat, Inc., B-416809 et al., Dec. 18, 2018, 2019 CPD ¶ 6 at 9. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors or offerors equally and evaluate their proposals or quotations evenhandedly against the solicitation's requirements and evaluation criteria. See Sumaria Sys., Inc.; COLSA Corp., B-412961, B-412961.2, June 21, 2016, 2016 CPD ¶ 188 at 10. A protester's disagreement with the agency's judgment regarding the evaluation of proposals or quotations, without more, is not sufficient to establish that the agency acted unreasonably. Imagine One Tech. & Mgmt., Ltd., B-412860.4, B-412860.5, Dec. 9, 2016, 2016 CPD ¶ 360 at 4-5. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions, it would have had a substantial chance of receiving the award. DRS ICAS, LLC, B-401852.4, B-401852.5, Sept. 8, 2010, 2010 CPD ¶ 261 at 21.

Technical Approach Factor

We address two examples of arguments raised by Vencore concerning the evaluation of proposals under the technical approach factor. For the reasons discussed below, we find no basis to sustain the protest.

First, Vencore argues that DHS evaluated offerors unequally regarding the SOW's programs system training requirements, particularly with regard to the identity of the end-user of the training. The technical approach factor stated that the agency would assess whether proposals demonstrated "[a] well-thought out and innovative approach that will successfully meet the requirements in the SOW." RFP at 69. As relevant here, the SOW requires the contractor to "provide support to the NSD sponsored programs System Training through the development of a training plan, coordination of training activities, and development of tailored system training." SOW at 47.

DHS assigned Vencore's proposal a weakness because its discussion of programs system training treated NSD personnel as the end-user, i.e., the recipient of the training, rather than the National Cybersecurity and Communications Integration Center (NCCIC) end-users who are supported by NSD. AR, Tab E.1, TET Report, at 14. The agency assigned a weakness to Vencore's proposal because "[t]he Offeror's lack of demonstrated understanding of the scope of the program's system training

requirements will increase the risk of successful Program System[s] Training support performance, which will affect the adoption and usability of the systems.” Id. As relevant here, the agency cited the following concern regarding the protester’s proposed approach: “The Offeror states that a core tenet of their plan . . . emphasizes training regarding operational processes for NSD system developers rather than NCCIC operational end-users.” Id. The agency concluded that Vencore’s proposal “does not focus on training of the system end user, nor the expectation that the . . . contractor is required to develop system training courses, videos, and guides, which was requested in the SOW Section 5.3.12.” Id. at 15.

Vencore does not specifically dispute the agency’s finding that its proposal improperly characterized NSD system developers as the end-users for training, rather than NCCIC operational end-users. See Protester’s Comments & Supp. Protest, Apr. 22, 2019, at 18. Instead, the protester argues that the awardee’s proposal showed a similar ambiguity or lack of clarity, as evidenced by two areas of its proposal.

The first area of the awardee’s proposal cited by the protester states as follows: “Through our team’s extensive experience [DELETED], we help DHS NSD create and implement an effective, repeatable, and ever-improving Training Management Plan.” AR Tab D.5, BAE Technical Proposal, at 30 (emphasis added). The protester argues that the reference to helping NSD demonstrates that BAE’s proposal showed the same ambiguity regarding the end-user for training that was found to merit a weakness in Vencore’s proposal.

DHS states that it did not consider this area of BAE’s proposal to show confusion about the end-user, as the proposal recognized that NSD is responsible for creating and implementing training for the actual end-users. AR, Tab G.2, Supp. Decl. of TET Lead Evaluator, at 3. We agree with the agency that nothing in this quote expressly states that NSD will receive the training; rather, we think the agency reasonably found that the proposal states that BAE will assist NSD with creating and implementing training.

The second area of the awardee’s proposal cited by the protester states as follows: “[DELETED] to address DHS NSD user requirements.” AR Tab D.5, BAE Technical Proposal, at 31 (emphasis added). The protester argues that the reference to NSD user requirements demonstrates that BAE’s proposal viewed NSD personnel as the end-user for training.

The agency states that it understood the awardee’s proposal to address its support for NSD’s role in providing training to other organizations and entities, rather than training NSD’s own personnel. AR, Tab G.2, Supp. Decl. of TET Lead Evaluator, at 3. In this regard, the phrase “DHS NSD user requirements” was understood to refer to the end-users who receive training from NSD. See id. We again agree with the agency that nothing in the quote expressly characterizes NSD users as the recipients of the training, and find that the agency reasonably understood the proposal to refer to NSD’s requirement to provide training. We therefore find no basis to conclude that the agency evaluated offerors unequally with regard to the programs system training requirements.

Next, Vencore argues that DHS unreasonably assigned its proposal a weakness in connection with its approach to systems security support. As discussed above, the technical approach factor stated that the agency would evaluate whether proposals demonstrated “[a] well-thought out and innovative approach that will successfully meet the requirements in the SOW.” RFP at 69. The SOW required offerors to address the following requirements: “The SE&I Contractor will review artifacts and deliverables from the development Contractor(s) across projects to ensure that the security of the system as a whole is adequate to the risk and that compliance activities have been implemented appropriately.” SOW at 43.

The agency found that the protester’s proposal described an approach that relied on [DELETED], and described this approach as an effort to “buy down risk” early in each project. AR, Tab D.2, Vencore Technical Proposal, at 27. The agency concluded, however, that the protester’s approach relied on a general approach to communications, rather than specific methods for addressing risk:

Vencore states that it will “work closely with [DELETED] to determine strategies for buying down risk [DELETED]”, but does not describe the technical approach or specific strategies for buying down risk – merely that they will “work closely” with [DELETED]. Ensuring that communication takes place does not sufficiently demonstrate a technical capability or understanding of methods for how risk would be bought down; only that they have an understanding of a potential group to communicate with. Furthermore, working with [DELETED] seems like a misguided strategy for accomplishing this because [DELETED] at which point the opportunity to buy down risk is too late. While [DELETED] could provide some mitigating monitoring controls, the SE&I contractor should primarily be working with the developers and engineers to develop solutions or alternatives earlier in the development lifecycle, which is outside of the role and/or function of [DELETED].

AR, Tab E.1, TET Report, at 20.

The protester argues that the agency’s conclusions were unreasonable because “communication with [DELETED] and ensuring that the entire team is in sync will by its very nature buy down risk.” Protester’s Comments & Supp. Protest, Apr. 22, 2019, at 31. The protester further argues that its proposal provided a detailed approach to managing risk, such as “[DELETED]” to coordinate with various entities. Id. at 31 (citing AR, Tab D.2, Vencore Technical Proposal, at 26). We agree with the agency that the passages cited by the protester do not set forth a specific technical approach, and instead rely on general plans for communication. In this regard, Vencore’s proposal discusses its communications as a means to “determine strategies,” rather than setting forth specific strategies that demonstrate the protester’s understanding of the SOW requirements. We conclude that the protester’s disagreement with the agency’s judgment does not provide a basis to sustain the protest.

Key Personnel Factor

Next, we address two examples of arguments raised by Vencore concerning the evaluation of proposals under the key personnel factor. We find no merit to the protester's first argument regarding the assignment of a strength to the awardee's proposal. We agree with the protester's second argument, because the record shows that the agency treated offerors unequally by relaxing a requirement in the evaluation of the awardee's proposal. As discussed in our summary below, however, we find no basis to conclude that the protester was prejudiced by this evaluation.

Vencore argues that DHS evaluated offerors unequally under the key personnel factor by assigning a strength based on BAE's candidate for the information assurance/security specialist lead position, but failing to also assign a strength based on the protester's proposed candidate. We conclude that the agency reasonably found that the proposed individuals did not have similar qualifications, and that there was no unequal treatment.

The SOW required offerors to propose individuals for the information assurance/security specialist lead position that met various minimum qualifications, including the following: "10+ years of experience as a System Security Lead and Information Assurance with knowledge of government system security requirements, [certified information systems security professional] certification, and the ability to oversee multiple teams." SOW at 22.

DHS assigned BAE's proposal a strength for its proposed candidate based on the following assessment:

The Offeror's proposed Information Assurance/Security Specialist Lead exceeds the required 10+ years of experience as a System Security and Information Assurance Lead. The proposed resume demonstrates 30 years of experience supporting [the] government's system security requirements including overseeing multiple teams. The demonstrated knowledge and experience will help the government engineer secure solutions that ensure confidentiality, integrity, and the availability of information assets throughout the enterprise.

AR, Tab E.1, TET Report, at 7 (emphasis added).

Vencore contends that its proposed candidate for this position also exceeded the minimum experience requirements and therefore also merited a strength. Protester's Comments & Supp. Protest, Apr. 22, 2019, at 16-17. The protester cites the following reference from its proposed candidate's resume:

[Vencore's candidate] has 25 years of [information technology] experience that includes over 15 years of specialized experience in cybersecurity

including 4 years of specialized experience providing direct cybersecurity support to NSD and 10 years of team leadership. He has 10 year[s] of experience leading teams carrying out information assurance and security analysis activities and 12 years supporting the government and working with government system security requirements.

AR, Tab D.2, Vencore Technical & Management Proposal, Attach. 1, at A1-20.

DHS did not assign a strength to the protester's proposed information assurance lead. In response to the protest, the agency explains that the evaluators found that this individual met, but did not exceed the requirements in a manner that merited a strength. AR, Tab A.3, Decl. of TET Lead Evaluator, at 15.

The record shows that the agency assigned a strength for the awardee's proposed candidate because he had 30 years of relevant experience. In contrast, the protester's proposed candidate had 12 years of the experience required by the SOW. We think it was reasonable for the agency to find 30 years of relevant experience to merit a strength, and also to find that less than half this amount met the requirement, but did not merit a strength. Vencore's disagreement with the agency's judgment does not provide a basis to sustain the protest.

Next, Vencore argues that DHS unreasonably and unequally relaxed the requirements under the key personnel factor by concluding that two of BAE's proposed key personnel met the requirements for their positions. The protester argues that these proposed key personnel should have been assigned weaknesses similar to a weakness assigned to one of Vencore's proposed candidates who was found not to have met the SOW's minimum experience requirements. Protester's Comments & Supp. Protest, Apr. 22, 2019, at 13-14. We agree with the protester that the agency's evaluation was unreasonable with regard to one of the two proposed key personnel.

The key personnel factor stated that proposed candidates would be evaluated "based on their educational background, professional certifications, and years of experience related to the position for which they are being proposed." RFP at 70. The SOW set forth the requirements for the program manager and subject matter expert--data management lead positions. SOW at 20, 22-23. Both positions required either certifications from the International Council on Systems Engineering (INCOSE)¹² or "relevant education."¹³ SOW at 20, 22.

¹² INCOSE is "a not-for-profit membership organization founded to develop and disseminate the interdisciplinary principles and practices that enable the realization of successful systems." INCOSE Website, <https://www.incosc.org/about-incosc> (last visited June 13, 2019).

¹³ The SOW did not define the term "relevant education." See SOW at 20, 22

The agency does not dispute that the awardee's proposed personnel lack the required certifications, but contends that both individuals met the alternative relevant education requirement. AR, Tab G.2, Supp. Decl. of TET Lead Evaluator, at 7. With regard to the awardee's proposed program manager, the agency states that this individual was found to have met the SOW requirement for the following reason:

The lack of INCOSE certification was evaluated and the TET determined that it was mitigated by the proposed Program Manager's education and experience. He possessed a MS in Project Management. The TET recognized that that is not an engineering degree, however, the proposed Program Manager did have numerous years of engineering experience (which INCOSE does accept in lieu of an engineering degree) in various areas of systems engineering

Id. With regard to the awardee's proposed data management lead, the agency states that this individual was found to have met the SOW requirement for the following reasons:

The lack of INCOSE certification was evaluated and the TET determined that it was mitigated by the proposed Data Management Lead's education and experience. He possessed a MS in Computer Science. The proposed Data Management Lead also had numerous years of engineering experience (which INCOSE does accept in lieu of an engineering degree) in various areas of systems engineering

Id.

The protester argues that although the SOW stated that offerors could propose key personnel who had either INCOSE certifications or "relevant education," the SOW did not permit offerors to meet these requirements by demonstrating experience. Protester's Supp. Comments, May 9, 2019, at 12-13. We agree with the protester that the SOW set forth separate education and experience requirements, and stated that the INCOSE certification could be satisfied with relevant education, but not experience. See SOW at 20-22.

With regard to the awardee's proposed program manager, the agency concedes that this individual does not have relevant education, and states that the individual met the requirements based on his experience. AR, Tab G.2, Supp. Decl. of TET Lead Evaluator, at 7. In contrast, the agency found that the proposed subject matter expert had relevant education in the form of a master's degree in computer science, and also had relevant experience. See id. On this record, we think the agency's evaluation of the awardee's proposed program manager was not reasonable because it improperly relied on experience to address the lack of INCOSE certification. We therefore agree with the protester that the agency treated offerors unequally, in light of the assessment of a weakness to the protester's proposal based on the failure of its data management lead to meet the SOW minimum requirements. See AR, Tab E.1, TET Report, at 23-24.

For the reasons discussed in our summary below, however, we conclude that this evaluation does not demonstrate a reasonable possibility of prejudice to Vencore.

Management Approach Factor

Next, Vencore argues that DHS unreasonably and unequally assigned a weakness to its proposal under the management approach factor. Based on our review of the record, we agree with the protester. As discussed in our summary below, however, we find no basis to conclude that the protester was prejudiced by this evaluation.

The management approach factor stated that the agency would “evaluate the degree to which the Offeror’s management approach demonstrates an effective and efficient approach to managing the requirements of the contract,” including “[s]taffing strategy and organizational constructs to meet the Government’s requirements.” RFP at 70. As relevant here, the SOW set forth seven overarching tasks included in the contract, including “support to the NSD-sponsored programs System Training through the development of a training plan, coordination of training activities, and development of tailored system training.” SOW at 47.

DHS assigned the following weakness to the protester’s proposal regarding the failure to address the programs system training requirements:

The Offeror’s proposal did identify key personnel to lead and support the Program System[s] Training requirement. However, the TET found the key personnel lacking in relevant experience. Neither the proposed Project Manager (Enterprise Support) nor the Project Manager (Project Support) resumes demonstrate experience with preparing a training plan, coordinating training activities, development of tailored system training nor providing training. The Project Manager (Project Support) has limited experience pertaining only to “[creating] tailored system training simulations” Additional[ly], none of the proposed labor category descriptions/qualifications . . . addressed Programs System Training requirements. . . .

AR Tab E.1, TET Report, at 27. The agency did not assign any strengths or weaknesses to BAE’s proposal regarding this area of the management approach factor. See id. at 9-11.

Vencore argues that the agency evaluated offerors unequally because the awardee’s proposal also failed to meet the SOW requirements concerning programs system training with regard to key personnel and labor categories. Protester’s Comments & Supp. Protest, Apr. 22, 2019, at 18-19. In response to the protest, the agency acknowledges that the awardee’s proposal failed to identify key personnel who met the SOW experience requirements. AR, Tab G.2, Supp. Decl. of TET Lead Evaluator, at 9-10. The agency states, however, that the awardee’s proposal addressed the programs system training requirement because its staffing plan identified a [DELETED]

category that met the SOW requirements, and proposed [DELETED] for that category. Id. The agency noted that the labor category stated that it included the following scope of work:

[DELETED]

AR, Tab D.5, BAE Staffing Plan, at 10.

Vencore argues that although the agency concluded that the protester's proposed key personnel did not have the required experience, the record shows that the agency excused the awardee's similar failure based on the proposal of labor categories whose descriptions were characterized by the agency as satisfying the requirement. The protester further contends that its proposal also proposed a [DELETED] labor category in its cost proposal, which specifically addressed programs system training requirements under SOW § 5.3.12, as follows:

This skill level provides overall System Training support to NSD branches. This includes maintaining the Learning Management System (LMS) within the NSD environment, developing the training plan for utilization of the tool, and supporting NSD branches in developing training materials within the tool.

AR Tab D.3, Vencore Cost Proposal, at 71-72.

We agree with the protester that the agency does not reasonably explain why the description of the awardee's proposed [DELETED] labor category met the SOW requirements in a manner that the description of the protester's [DELETED] does not. We therefore conclude that the agency does not reasonably explain why it assigned a weakness to the protester's proposal. As discussed below, however, we find no basis to conclude that the protester was prejudiced by this error.

Prejudice

For the reasons discussed above, we find that DHS evaluated proposals on an unequal basis with regard to the evaluation of BAE's proposal under the key personnel factor, and the evaluation of Vencore's proposal under the management factor. We conclude, however, that these evaluations do not show a reasonable possibility of prejudice for the protester.

As discussed above, the technical approach factor was the most important of the three non-cost evaluation factors. The contracting officer's award recommendation found that BAE's technical proposal "demonstrated a significant net technical advantage" over Vencore's proposal. AR, Tab E.4, Award Recommendation, at 11. The SSA concurred with the award recommendation, specifically noting that the awardee's advantages under the technical approach factor outweighed the "slight advantage" under the other two, less heavily weighted key personnel and management approach evaluation factors.

AR, Tab E.5, SSD, at 2. The SSA emphasized that BAE's proposal provided an "innovative technical approach," particularly with regard to advantages under the technical approach factor in the areas of "[DELETED], [DELETED], and [DELETED]." Id. Based on these findings, the SSA concluded that the strengths in BAE's proposal merited the \$11.4 million cost premium as compared to Vencore's proposal. Id.

In light of the agency's conclusions regarding the magnitude of the awardee's evaluated advantage under the most heavily weighted evaluation factor, we see nothing in the record here which indicates that the potential assignment of an additional weakness to the awardee's proposal under the key personnel factor and potential removal of one of the four weaknesses assigned to the protester's proposal under the management approach factor reasonably demonstrates that, but for the agency's evaluations, the protester would have had a substantial chance for award. See DRS ICAS, LLC, supra. In sum, viewing all of these issues in the light most favorable to the protester, we find no basis to conclude that the protester was prejudiced by the agency's evaluations.

The protest is denied.

Thomas H. Armstrong
General Counsel