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Decision

Matter of: PAE Applied Technologies, LLC

File: B-419133

Date: November 4, 2020

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Evan D. Wesser, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the evaluation of the protester’s proposal as unacceptable is denied because the agency reasonably found that one of the protester’s proposed key personnel ceased to be a returning incumbent hire after he had resigned from the incumbent contract, the protester confirmed that the key person had accepted another position, left its subcontractor’s employ, and had not affirmatively responded to the protester’s offers to negotiate employment.

DECISION

PAE Applied Technologies, LLC, of Fort Worth, Texas, protests the award of a contract to Reliance Test & Technology, LLC, of Crestview, Florida, under request for proposals (RFP) No. N00421-18-R-0038, which was issued by the Department of the Navy, Naval Air Systems Command, for technical support services for the Atlantic Test Range (ATR) and the Atlantic Targets and Marine Operations (ATMO) Division. PAE challenges the agency’s evaluation of proposals and resulting source selection decision.

We deny the protest.

BACKGROUND

The RFP, which was issued on May 21, 2019, and subsequently amended five times, sought proposals for technical support services, including research and development, engineering, maintenance, operation, support of facilities, systems, and equipment in order to meet the engineering development and operational testing and fleet training missions conducted by the ATR and the ATMO Division. RFP, amend. No. 2, Statement of Work at 4. The ATR and ATMO Division both support the Naval Air Warfare Center Aircraft Division, which is the steward of the ranges, test facilities, laboratories, and aircraft necessary to support engineering development of the Fleet's acquisition requirements. *Id.* The protester is the incumbent for the current requirements. RFP, amend. No. 5, at 28.

The RFP contemplated the award of a single primarily cost-plus-fixed-fee contract, with a base year and nine, 1-year options. RFP at 4. Award was to be made on a best-value tradeoff basis, considering the following evaluation factors: (1) mission support; (2) corporate experience; (3) past performance; and (4) cost. *Id.* at 302. The non-price factors were of equal importance, were individually more important than price, and, when combined, were significantly more important than price. *Id.* Only the key personnel element of the mission support factor is relevant here.

Under the mission support factor, offerors were required to identify and submit resumes for three proposed key positions: (1) Engineer, Radar Cross Section (RCS), Senior (hereinafter, RCS Engineer); (2) General Operations Manager, Senior; and (3) Operations Manager, Aerial Targets Site Lead, Journeyman. RFP, amend. No. 5, at 11. Offerors were required to provide letters of intent for all key personnel who were proposed as contingent hires. *Id.*

Under the evaluation criteria for the mission support factor, the RFP did not specifically identify how key personnel would be evaluated. Rather, the applicable criteria provided that the agency would evaluate the overall mission support proposal to determine the offeror's understanding of, approach to, and ability to meet the RFP's requirements. RFP at 302. The Navy was to assess the overall proposal with respect to its compliance with the RFP's requirements and the risk associated with the offeror's approach. *Id.* The RFP warned that a proposal receiving a mission support rating of "unacceptable" or "marginal" would be considered unawardable, and could be found unacceptable and eliminated from the competition. *Id.* at 303. The RFP also generally warned that non-compliance with the RFP's terms, conditions, or requirements would be considered a deficiency, and that a proposal assessed with a deficiency would be ineligible for award. *Id.* at 302.

The Navy received six proposals in response to the RFP, including from PAE and Reliance Test & Technology. Protest, exh. 3, Redacted Source Selection Decision

at 83.¹ Relevant here, following discussions, the final proposals for the protester and awardee were evaluated as follows:

Factor	PAE	Reliance Test & Technology
Mission Support/Risk Rating	Unacceptable/Unacceptable	Good/Low
Corporate Experience	Substantial	Substantial
Past Performance	Satisfactory	Satisfactory
Proposed Cost/Price	\$1,075,065,236	\$918,183,338
Total Evaluated Cost	\$1,143,619,624	\$977,566,090

Protest, exh. 1, Debriefing at 4 (amounts rounded to nearest whole dollar).

With respect to PAE, the agency found the protester was unacceptable due to a deficiency resulting from the apparent unavailability of its proposed RCS Engineer, which came to light after the closure of discussions and the submission of final proposal revisions. Agency Req. for Dismissal, exh. No. 2, Redacted Source Selection Decision at 312. Specifically, PAE had proposed its incumbent RCS Engineer who, at the time of PAE’s April 29, 2020, final proposal revision submission, was an employee of a PAE subcontractor. Because its proposed RCS Engineer was then working for one of its team members and was not a contingent hire--PAE’s proposal did not include a letter of intent from this individual. See Protest at 14. As addressed in detail below, on June 8, the RCS Engineer proposed by PAE, however, resigned from his incumbent position and ended his employment with PAE’s subcontractor.

Based on this deficiency, the source selection authority (SSA) determined that PAE was ineligible for award. Agency Req. for Dismissal, exh. No. 2, Redacted Source Selection Decision at 313. Even setting aside the deficiency, the SSA found that PAE’s mission support proposal “still would have been rated near the bottom among all offerors” under the factor.² *Id.* at 312. The SSA ultimately found that Reliance Test & Technology’s proposal presented the best value to the government, and selected the proposal for

¹ When submitting documents in response to this protest, including (1) the exhibits to the protest, (2) the exhibits to the agency’s request for dismissal, and (3) the protester’s response to GAO’s request for production of relevant documents pursuant to 4 C.F.R. § 21.3(d), all parties elected to make their submissions in consolidated PDF files. No party, however, provided Bates numbering. Therefore, references to page numbers herein are to the electronic page number of the cited consolidated PDF file.

² PAE--in addition to challenging the assessed deficiency--challenges the agency’s evaluation of its proposal under the mission support factor, arguing that the Navy failed to reasonably assess various strengths in PAE’s proposal. Because, as discussed below, we find that the agency reasonably assessed the key personnel deficiency, we need not address PAE’s other challenges.

award. Protest, exh. 5, Redacted Source Selection Decision at 92. Following a debriefing, PAE filed this protest with our Office.

DISCUSSION

PAE primarily challenges the agency's finding that the protester's proposal was technically unacceptable due to the subsequent unavailability of its proposed RCS Engineer. There is no dispute in the record that: (1) the RCS Engineer position was a key position; (2) PAE proposed its team's incumbent RCS Engineer; (3) the RCS Engineer in fact resigned his position on the incumbent contract and left the employment of PAE's subcontractor to accept another position with another entity; and (4) the RCS Engineer never responded to PAE's subsequent offers of employment for the follow-on contract prior to the agency's award decision. PAE nevertheless argues that the Navy unreasonably found that its initial proposal, which proposed the RCS Engineer as an incumbent employee, was unawardable due to the apparent unavailability of PAE's proposed candidate for the RCS Engineer key position. PAE alleges that the Navy had a duty to seek and obtain "hard facts" demonstrating that the RCS Engineer was unavailable and unwilling to perform on the follow-on contract before excluding the protester's proposal from consideration for award. For the reasons that follow, the protester's arguments are without merit.³

In reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable, and in accordance with the solicitation criteria and applicable procurement statutes and regulations. *Goldbelt Falcon, LLC*, B-410251, Nov. 21, 2014, 2014 CPD ¶ 355 at 4-5. In a negotiated procurement, as is the case here, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. *ARBEiT, LLC*, B-411049, Apr. 27, 2015, 2015 CPD ¶ 146 at 4.

Relevant here, we have explained that when a solicitation, such as the one here, requires resumes for--or otherwise requires the identification of--specific personnel, the proposed person forms a material requirement of the solicitation. Offerors are obligated to advise agencies of changes in proposed staffing and resources, even after submission of proposals. In the event of the change in availability of such staff or resources, the agency may either evaluate the proposal as submitted in light of the change, or hold discussions to allow for proposal revisions. See, e.g., *Chenega Healthcare Servs., LLC*, B-416158, June 4, 2018, 2018 CPD ¶ 200 at 3-4 n.2; *YWCA of Greater Los Angeles*, B-414596 *et al.*, July 24, 2017, 2017 CPD ¶ 245 at 4; *General Revenue Corp. et al.*, B-414220.2 *et al.*, Mar. 27, 2017, 2017 CPD ¶ 106 at 22; *Pioneering Evolution, LLC*, B-412016, B-412016.2, Dec. 8, 2015, 2015 CPD ¶ 385 at 8-9.

³ PAE raises a number of collateral arguments. Although our decision does not specifically address each argument, we have carefully reviewed all of them and find that none provides a basis on which to sustain the protest.

Here, notwithstanding PAE's arguments to the contrary, the record reflects that the Navy reasonably evaluated PAE's proposal as unacceptable because the agency reasonably concluded that PAE's RCS Engineer was not available to perform on the contract as proposed by PAE. The record unambiguously demonstrates that, before the Navy finalized its evaluation and made its award decision, PAE knew that its proposed RCS Engineer was no longer an incumbent person on PAE's team because the individual had terminated his employment relationship with PAE's subcontractor. In addition, PAE's proposal did not include a letter of commitment for this individual as a contingent hire, and PAE provided no contemporaneous evidence to the agency to indicate that the individual was otherwise committed to work on the follow-on contract.

As addressed above, the RFP required offerors to identify candidates for three key positions, including the RCS Engineer position. If an offeror proposed a contingent hire for any position, it was required to submit a letter of intent for the candidate. RFP, amend. No. 5 at 11. For this follow-on procurement, PAE proposed its incumbent RCS Engineer; because the RCS Engineer was not a contingent hire--the engineer was a current employee of PAE's subcontractor on the incumbent contract--PAE did not include a letter of intent from the individual with its proposal. See Protest at 14; PAE Doc. Production, PAE Final Proposal Revision at 16.

On June 8, after the close of discussions and PAE's submission of its final proposal revision in April, PAE's incumbent RCS Engineer submitted a letter of resignation to PAE's subcontractor. The letter unequivocally represented that the RCS Engineer had accepted a new position and resigned his employment with PAE's subcontractor. In relevant part, the letter stated as follows:

I am writing to formally notify you of my resignation from my position as RCS Engineer at [PAE's subcontractor]/ATR. I was recently offered a senior leadership position and have decided to take the offer.

The new position is a lead role [in] the development, testing and remote deployment of state-of-the-art airborne signal measurement systems. This new position provides the project leadership role that I have been seeking, significant technical challenges and substantially greater compensation and benefits with respect to my current position. My last day of employment [at PAE's subcontractor]/ATR will be Friday, 19-June-2020.

The last year at [PAE's subcontractor]/ATR has been excellent and I will miss aspects of my job and the people I have worked with at ATR.

Agency Req. for Dismissal, exh. 3, RCS Engineer Resignation Letter at 315.

Beginning on June 9, PAE's Patuxent River Program Manager and the Navy's Aircraft Signatures and Avionics Measurements (ASAM) Branch lead for ATR began a text

message conversation regarding the RCS Engineer position. PAE's Program Manager texted the ASAM Branch lead to notify him of the RCS Engineer's resignation, representing that this was:

Very surprising and definitely caught us all off-guard. [PAE's subcontractor] is working to find out the details. Sorry to the hit to your organization. Working to address it [as soon as possible].

PAE Doc. Production, PAE Program Manager Text Message (June 9, 2020 at 1:04 p.m.) at 8; see *also id.*, PAE Program Manager Text Message (June 9, 2020 at 1:13 p.m.) at 8 (stating that the RCS Engineer "signed a two year commitment that obviously will not be fulfilled," and that the PAE Program Manager had "tried to reach out to [the RCS Engineer] but no success").

On June 22, the PAE Program Manager updated the ASAM Branch lead regarding the RCS Engineer. In addition to confirming that the RCS Engineer had "checked out with" PAE's subcontractor, the PAE Program Manager suggested that PAE had broached with the RCS Engineer about "com[ing] onboard with [PAE] directly." While the PAE Program Manager represented that the RCS Engineer "said he was definitely interested," the RCS Engineer was going to "think about it over the weekend" and "was going to get back with" PAE. *Id.*, PAE Program Manager Text Message (June 22, 2020 at 9:51 a.m.). Later that day, the ASAM Branch lead asked the PAE Program Manager if there was any update from the RCS Engineer, and the PAE Program Manager responded "[n]othing at all." *Id.*, PAE Program Manager Text Message (June 22 at 4:42 p.m.). On June 23, the PAE Program Manager confirmed that he had heard from the RCS Engineer, who was "still considering." *Id.*, PAE Program Manager Text Message (June 23 at 1:17 p.m.) at 9.

A month later, on July 22, the PAE Program Manager notified the ASAM Branch lead that PAE had not heard back from the RCS Engineer, and had yet to successfully find a replacement candidate. Specifically, the PAE Program Manager represented:

We have not heard back from [the RCS Engineer]. [He] did say he would tell me either way. At this point I'm not sure if I should bug them or not. Just wanted to keep you up-to-date.

We continue to search for a radar expert or two for you. As you know very tough position to find that has [relevant] experience.

Id., PAE Program Manager Text Message (July 22, 2020 at 10:07 a.m.) at 9.

The source selection evaluation board and source selection advisory council subsequently completed their evaluation and award recommendation, and presented their findings and recommendation to the SSA on August 7. The SSA then executed the source selection decision on August 12. See Protest, exh. 3, Redacted Source Selection Decision at 83; Agency Req. for Dismissal at 13.

To summarize, the information available to the Navy at the time it evaluated PAE's proposal and prepared its award decision was as follows. On June 8, the RCS Engineer submitted a letter of resignation representing that he was leaving PAE's subcontractor and ATR for another position. Several weeks later on June 22, PAE confirmed to the Navy that the RCS Engineer in fact had left PAE's subcontractor (stating he "checked out"), but that PAE had broached the subject of having the RCS Engineer come to work directly for PAE. A month later on July 22, PAE confirmed that it "had not heard back" from the RCS Engineer regarding joining PAE, and that the protester would "continue to search for a radar expert or two for you."⁴

Based on the above facts, we cannot conclude, as argued by PAE, that the Navy relied on unreasonable supposition or *innuendo* when it concluded that the RCS Engineer had ceased to be an incumbent employee on PAE's team and was unavailable to perform on the contract. Nothing in the record supports a conclusion that the departed RCS Engineer provided a firm commitment that he would ultimately perform on the contract after terminating his employment relationship with PAE's subcontractor. Therefore, we find no basis to question the reasonableness of the agency's conclusion that PAE's proposal was technically unacceptable due to the subsequent unavailability of its proposed RCS Engineer.⁵ See *ManTech Advanced Sys. Int'l, Inc.*, B-255719.2,

⁴ The facts here, where PAE's RCS Engineer formally resigned and left the employment of PAE's subcontractor prior to contract award, are materially distinguishable from the facts of our recent decision in *MindPoint Grp., LLC*, B-418875.2, B-418875.4, Oct. 8, 2020, 2020 CPD ¶ 309. In that protest, which our Office recognized presented "a close call," we denied a protest alleging that an offeror failed to notify the government of the apparent unavailability of one of its key persons. *Id.* at 8. The key person in that case notified the awardee prior to award that, due to the delay in awarding the contract at issue, he "would be pursuing another offer." *Id.* at 6. We explained that "the statement was not sufficiently definite to communicate unequivocally that the proposed key person would be unavailable" and the record did not otherwise reflect that the candidate had rescinded its offer to serve as a key person. *Id.* Here, however, PAE's RCS Engineer affirmatively indicated that he had accepted an offer of employment with another firm and left the employment of PAE's subcontractor.

⁵ Subsequent to the filing of the protest, PAE submitted a declaration from the RCS Engineer stating that he "confirm[s] that [he] remain[s] ready, willing, and able to serve as key personnel for PAE on the ATR/ATMO contract." Decl. of RCS Engineer ¶ 3. We ascribe no weight to the declaration in our analysis. PAE's initial protest included unsupported factual allegations regarding purported communications between PAE and the RCS Engineer. See, e.g., Protest at 14. Following a conference call with the parties, during which the GAO attorney assigned to the protest raised concerns with the legal and factual sufficiency of such unsupported allegations, see 4 C.F.R. §§ 21.1(c)(4) and 21.5(f), our Office directed PAE, pursuant to 4 C.F.R. § 21.3(d), to produce certain documents in its possession regarding communications between PAE, its team

May 11, 1994, 94-1 CPD ¶ 326 at 13 (“Nevertheless, an offeror may not represent commitment of incumbent employees based only on a hope or belief that the offeror will ultimately be able to make good its representation.”); *NetCentrics Corp. v. United States*, 145 Fed. Cl. 158, 173 (2019) (finding the contracting officer, “based on the information before her,” rationally concluded that a key person “had not committed to return” to the protester in the event that it secured the contract award, and, therefore, rationally concluded that the protester “lacked a reasonable basis for expecting (as opposed to hoping) that it could make [the departed key person] immediately available to perform on the contract, consistent with its proposal”).

Even though the Navy correctly understood the status of PAE’s RCS Engineer at the time it made award--that he had left his employment with PAE’s subcontractor and had provided no affirmative commitment to join PAE to perform on the follow-on contract if won by the protester--PAE argues that the Navy was obliged to make additional efforts to ascertain the RCS Engineer’s status. We reject this argument.

As an initial matter, it is not apparent what additional material information the Navy would have obtained by further clarifying the status of PAE’s RCS Engineer prior to the August 12 award decision. As set forth above, PAE provided updates to the Navy as late as July 22 that the RCS Engineer had not responded to PAE’s employment offers, and that PAE was searching for a replacement candidate. Thus, the record shows that almost contemporaneously with the Navy’s final award decision, PAE had confirmed that the RCS Engineer position remained vacant with no firm commitment from any candidate to fill the position. Additionally, the record clearly demonstrates that the RCS Engineer was no longer an employee of PAE’s subcontractor, thereby rendering the protester’s proposal unawardable because, at best, the RCS Engineer had become a

members, the RCS Engineer, and the Navy. See GAO Req. for PAE to Produce Relevant Documents.

While objecting to GAO’s request in part, PAE represented that it was “withdraw[ing] all factual assertions in its protest regarding intra-team communications.” PAE Obj. to GAO Req. for Relevant Documents at 3. In this regard, the protester argued that our Office “should limit its review to the Agency’s stated reasons for assigning the Deficiency and the record before the Agency when it took that action.” *Id.* at 4. PAE further argued that “developing extra-record evidence is contrary to GAO case law.” *Id.* (citations omitted). As addressed above, the RCS Engineer never provided a firm commitment of his availability following his resignation from PAE’s subcontractor and prior to award (or, if he did, PAE never conveyed such confirmation to the Navy). See, e.g., PAE Doc. Production, PAE Program Manager Text Message (July 22, 2020 at 10:07 a.m.) at 9 (representing that PAE had not received a response from the RCS Engineer and was continuing to search for replacement candidates). Based on the protester’s own arguments, we agree with the protester that only the contemporaneous record before the agency is relevant to our analysis, and, therefore, decline to consider the protester’s *post hoc* declaration containing information that was not before the agency when it conducted its evaluation.

contingent hire, for whom PAE was required to provide a letter of intent as part of its proposal. See RFP, amend. No. 5 at 11. Updating the proposal with such a letter, however, could only be achieved by the Navy opening discussions with PAE, which, as explained below, the Navy was not required to do.

Beyond these factual problems with the protester's arguments, our decisions also recognize that an agency enjoys great discretion in whether to engage in exchanges with offerors under these circumstances. In this regard, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows for a meaningful review by the procuring agency. *NLT Mgmt. Servs., LLC*, B-415936.11 *et al.*, June 19, 2020, 2020 CPD ¶ 217 at 4. While agencies have broad discretion to seek clarifications from offerors, there is simply no requirement that offerors be permitted to clarify their proposals. *Mission1st Grp., Inc.*, B-414738.9, Feb. 12, 2019, 2019 CPD ¶ 80 at 7; *The HP Grp., LLC*, B-415285, Dec. 14, 2017, 2017 CPD ¶ 385 at 6; *Wolverine Servs., LLC; DL LSS, Joint Venture*, B-410133 *et al.*, Oct. 23, 2014, 2014 CPD ¶ 349 at 5.

Additionally, we have also recognized that permitting a firm to provide a required resume or letter of commitment for, or the substitution of, a key person would constitute discussions. See, e.g., *NLT Mgmt. Servs., LLC*, *supra* at 11-12 n.10; *Pioneering Evolution, LLC*, *supra* at 8-9. We have further recognized that in a procurement where an agency has initiated discussions, such as the one here, the decision to reopen discussions and request a new round of revised proposals is largely within the discretion of the contracting officer; where an offeror introduces material ambiguities or defects into its proposal in or after its final proposal revision, it runs the risk the agency will exercise its discretion not to reopen discussions. *New Directions Techs., Inc.*, B-412703.2, B-412703.3, Aug. 18, 2016, 2016 CPD ¶ 241 at 7; *Research Analysis & Maintenance, Inc.*, B-410570.6, B-410570.7, July 22, 2015, 2015 CPD ¶ 239 at 11. This is especially true in cases such as this one, where an offeror notifies the government of the subsequent unavailability of a key person. *Chenega Healthcare Servs., LLC*, *supra*, at 5-6⁶; *Pioneering Evolution, LLC*, *supra*, at 9. On this record, we find no basis to disturb the agency's exercise of its discretion not to reopen discussions in order to accommodate PAE's need to correct its technically deficient proposal.⁷

⁶ See also *Chenega Healthcare Servs., LLC v. United States*, 138 Fed. Cl. 644, 652-653 (2018) (agreeing with GAO's analysis that the procuring agency was not obligated to open discussions to allow the incumbent contractor to substitute its new program manager on the incumbent contract for the prior incumbent program manager that was originally proposed for the follow-on procurement).

⁷ PAE also alleges, based on the above text message exchange with the Navy, that the agency in fact reopened discussions, and misled PAE with respect to the Navy's willingness to accept a substitute RCS Engineer. See PAE Comments at 7-10. While we note that the Navy and intervenor vigorously contest these allegations, we need not resolve the merits of the allegations because they are patently untimely. In this regard, PAE's arguments, which were first raised in its comments, are entirely based on the

Therefore, we find that the agency's evaluation was reasonable and in accordance with the stated evaluation factors, and that the Navy reasonably found PAE's proposal unacceptable and ineligible for award. See RFP at 302 (providing that a proposal assessed with a deficiency would be ineligible for award), 303 (providing that a proposal receiving an unacceptable rating for the mission support factor would be considered unawardable). Under our Bid Protest Regulations, a party is not interested to maintain a protest if it would not be in line for award if the protest were sustained. 4 C.F.R. §§ 21.0(a), 21.1(a). Since the agency reasonably found PAE's proposal unacceptable, the protester is not an interested party for purposes of questioning the remainder of the agency's evaluation of proposals and resulting award decision. *D/FW Appraisal Corp.*, B-248429, B-248429.2, Sept. 30, 1992, 92-2 CPD ¶ 218; *Hughes Tech. Servs. Co.*, B-245546.3, Feb. 12, 1992, 92-1 CPD ¶ 179.

The protest is denied.

Thomas H. Armstrong
General Counsel

June – July 2020 text messages and the subsequently assessed deficiency that was challenged in the initial protest. The protester, therefore, had access to all of the information necessary to assert these allegations at the time it filed its initial protest. Thus, these arguments constitute improper piecemeal presentation of issues, which are not contemplated under our Bid Protest Regulations, and therefore they are dismissed. See 4 C.F.R. § 21.2(a)(2); *Ellwood Nat'l Forge Co.--Protests and Costs*, B-416582 *et al.*, Oct. 22, 2018, 2018 CPD ¶ 362 at 11.

PAE also declined to support the timeliness of its arguments either in its comments or its reply in response to GAO's specific request for the parties to address the timeliness of the arguments. Rather, PAE argues only that GAO should consider its arguments under the significant issue exception to our timeliness rules. See PAE Reply Br. at 9. Under our Bid Protest Regulations, our Office may consider an otherwise untimely protest where good cause is shown or where the protest raises a significant issue of widespread interest to the procurement community. 4 C.F.R. § 21.3(c). In order to prevent our timeliness rules from becoming meaningless, however, exceptions are strictly construed and rarely used. *Hawker Beechcraft Def. Co., LLC*, B-406170, Dec. 22, 2011, 2011 CPD ¶ 285 at 4 n.4. Here, we do not find that invocation of the significant issue exception is warranted. Our Office has issued numerous decisions addressing the obligations of offerors and agencies in the event of the subsequent unavailability of a key person, and with respect to agencies' obligations to conduct meaningful and not misleading discussions, and nothing in this case presents novel factual or legal issues requiring further amplification that would warrant excusing the protester's failure to timely and efficiently marshal and present its protest arguments.