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## Decision

**Matter of:** MRI Technologies

**File:** B-407421; B-407421.2

**Date:** December 28, 2012

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Jonathan L. Kang, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Challenge to the agency's evaluation of the protester's proposal as technically unacceptable is denied where the agency reasonably concluded that the protester's final revised proposal failed to explain why the proposed staffing level was adequate.
  2. Challenge to the adequacy of discussions with the protester is denied where the record shows that the agency identified and provided an opportunity to address concerns regarding the acceptability of the protester's proposed staffing. The agency was not required to reopen discussions to address a deficiency introduced by the protester for the first time in its revised proposal.
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### DECISION

MRI Technologies, of Houston, Texas, protests the award of a contract to S&K Global Solutions, LLC (SKG), of Polson, Montana, under request for proposals (RFP) No. NNJ12395182R, issued by the National Aeronautics and Space Administration (NASA), for the Engineering Product Integration Contract (EPIC). The protester argues that the agency unreasonably found that its proposal was technically unacceptable, failed to provide meaningful discussions, and unreasonably evaluated the awardee's proposal.

We deny the protest.

## BACKGROUND

The RFP was issued on January 13, 2012, and was amended six times. The solicitation sought proposals to provide support for NASA's Engineering Directorate, which is responsible for providing engineering design, development, and test support for space flight programs assigned to the Johnson Space Center. The statement of work (SOW) requires the contractor to provide computer support and application services, strategic and organizational planning, and configuration management and project facilitation. SOW at 2283.<sup>1</sup>

The competition was set aside for participants in the Small Business Administration's 8(a) program. The RFP anticipated award of an indefinite-delivery/indefinite-quantity contract for a 3-year base period with one 2-year option. The solicitation provided for the issuance of cost-plus-fixed-fee and fixed-price task orders. The RFP advised offerors that proposals would be evaluated on the basis of the following three factors: (1) technical acceptability, (2) past performance, and (3) price. RFP at 2526. The technical acceptability factor had five subfactors, all of which were to be evaluated on a pass/fail basis: (1) management and staffing plan; (2) phase-in plan; (3) technical approach; (4) total compensation plan; and (5) safety and health plan. Id. at 2527. The RFP stated that the agency would evaluate initial proposals to determine whether they met each of the technical acceptability subfactor requirements. Id. For those proposals found technically acceptable, the RFP stated that the agency would make award based on a tradeoff between cost/price and past performance, with past performance being "significantly more important" than cost/price. Id. at 2526.

As relevant here, the technical approach subfactor required offerors to address four sample task orders (TOs). The RFP advised that although the tasks "are for proposal evaluation purposes," the agency could also issue the task orders upon award of the contract. RFP at 2420. Offerors were instructed to address their approach for performing the TO requirements, and to identify the necessary resources "in sufficient detail to permit an assessment of the adequacy of the types and amounts of manpower skills proposed." Id. at 2419; see also id. at 2527.

TO1, which will be issued on a cost-plus-fixed-fee basis, requires the contractor to provide computer support and applications services, including operating a help desk. RFP attach. L-3, at 2451-55. TO3, which will be issued on a fixed-price basis, requires the contractor to provide configuration management and project facilitation, including a configuration management receipt desk (CMRD). Id.

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<sup>1</sup> References in this decision to pages in the SOW, RFP, or agency report are to the Bates-numbered pages provided in the agency's production of the record.

at 2466-69. TO4 will be issued on a fixed-price basis for the third contract year and the option period. Id. at 2478. Under TO4, the help desk and CMRD requirements, previously provided under TO1 and TO3, respectively, will be transferred to TO4. Id. at 2478-79. TO2 is not at issue in this protest.

NASA received proposals from eight offerors, including MRI and SKG, by the closing date of February 22, 2012. The agency's streamlined procurement team (SLPT) evaluated the offerors' initial proposals, and rated each as acceptable, potentially acceptable, or unacceptable. No proposal was rated acceptable, and five proposals were found either unacceptable or otherwise ineligible for award consideration. Agency Report (AR), Tab N, Competitive Range Memorandum, at 5724. The agency found that the proposals of MRI, SKG, and a third offeror were potentially acceptable, and that discussions were required. Id. at 5725.

NASA conducted discussions with MRI and identified eight areas of concern under the technical acceptability factor. AR, Tab O, MRI Discussions Questions, at 5729. The eighth item for discussions addressed the help desk requirements and the relationship between the protester's staffing for TO1 and TO4. Id. Following discussions, MRI submitted a revised proposal. The contracting officer (CO) concluded that MRI's revised proposal was technically unacceptable because it reduced the staffing for TO4 from the initial proposal without explaining how the requirements could be performed at that level. AR, Tab R, MRI Technical Acceptability Memorandum (Aug. 10, 2012), at 5935.

NASA concluded that the revised proposals from SKG and the third offeror were acceptable, and conducted a tradeoff between the offerors' evaluated cost/price and past performance. AR, Tab S, Selection Decision, at 6063. The source selection authority concluded that SKG's evaluated cost/price of \$43,028,323 was "essentially equal" to the third offeror's slightly lower evaluated cost/price, and that SKG's proposal merited award based on its higher-rated past performance. Id. at 6062-63. NASA advised MRI of the award to SKG on September 17, and provided a debriefing on September 21. This protest followed.

## DISCUSSION

MRI argues that NASA unreasonably concluded that its proposal was technically unacceptable, and thus ineligible for award. The protester also argues that the agency failed to conduct meaningful discussions regarding the acceptability of its proposal. Finally, the protester raises several challenges regarding the evaluation of the awardee's proposal. For the reasons discussed below, we find no basis to sustain the protest.

The evaluation of an offeror's proposal is a matter within the agency's discretion. National Gov't Servs., Inc., B-401063.2 et al., Jan. 30, 2012, 2012 CPD ¶ 59 at 5. A protester's mere disagreement with the agency's judgment in its determination of

the relative merit of competing proposals does not establish that the evaluation was unreasonable. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4. While we will not substitute our judgment for that of the agency, we will question the agency's conclusions where they are inconsistent with the solicitation criteria and applicable procurement statutes and regulations, undocumented, or not reasonably based. Public Commc'ns Servs., Inc., B-400058, B-400058.3, July 18, 2008, 2009 CPD ¶ 154 at 17.

#### Technical Acceptability of MRI's Proposal

MRI argues that NASA unreasonably concluded that its proposal was unacceptable under the technical approach subfactor of the technical acceptability factor. Specifically, the protester challenges the agency's evaluation of its proposed staffing for the help desk requirements of TO4.

As discussed above, RFP provided that, starting in the third year of performance, the help desk and CMRD functions would be transferred from TO1 and TO3 to TO4. The RFP required offerors to explain their approach to the four sample task orders, and stated that proposals would be evaluated for "feasibility, completeness, and reasonableness." RFP at 2527.

NASA found that MRI's initial proposal was "potentially acceptable" under the technical approach subfactor. AR, Tab J, MRI Initial Evaluation, at 5370. As relevant here, the agency found that the protester did not adequately explain its approach for transferring staff from TO1 to TO4, and that the protester may not have understood the requirements. Id. at 5372.

During discussions, the agency asked the protester to address the following concern: "The [information technology (IT)] help desk transitions from TO1 to TO4. Discuss any impact to the [work year equivalents (WYEs)] under TO1 for this transition." AR, Tab O, MRI Discussion Questions, at 5729. The protester's response stated that there would be a "linear impact" to the number of WYEs assigned to TO1 as the resources are transferred to TO4. AR, Tab O, MRI Discussions Response (June 29, 2012), at 5744. The protester also stated that "[o]ur team will also cross-utilize the resources in TO4 for assistance under TO1 and TO3 for backup support and workload surge as needed." Id.

After the exchanges, and prior to submitting its revised proposal, MRI asked NASA to review a spreadsheet detailing MRI's proposed transfer of staff from TO1 to TO4, which included [deleted]. AR, Tab O, Email from MRI to NASA (July 17, 2012), at 5837-38. The agency advised that the revised staffing information "addresses the concern of the TO1 to TO4 transition." AR, Tab O, Email from NASA to MRI (July 24, 2012), at 5840. The agency cautioned, however, that "responses provided during discussions need to be incorporated into your final proposal revision . . . as that is what the final evaluation by the SLPT will be performed upon." Id.

In its final proposal revision, MRI reduced its TO4 staffing, stating that “MRI has removed [deleted] from the resources for TO4 and will keep the resources on TO1.” AR, Tab G, MRI Revised Proposal, at 3743. The protester’s description of its technical approach for TO4 did not explain the basis for the reduction in staffing, and did not state that it would cross-utilize staff.

NASA concluded that MRI’s revision to its proposed staffing for TO4 rendered the proposal unacceptable, based on the following concerns:

The offeror did not provide a narrative in their Technical Acceptability volume explaining the rationale for the reduction and how they could provide the IT help desk function in years 3-5 with [deleted] without also the previously proposed [deleted]. There were no revisions to the TO4 task description to indicate any reduction in tasks the fewer skills were proposed to do; the same work previously proposed to be done by [deleted] personnel, including [deleted] resource was now to be done by [deleted] personnel. Additionally, the offeror did not make any changes to the TO1 description to provide rationale for retaining this [deleted] resource in TO1.

AR, Tab R, MRI Technical Acceptability Memorandum (Aug. 10, 2012), at 5935.

MRI contends that the agency’s evaluation was flawed for three primary reasons: (1) the agency’s evaluation was based on an unreasonable interpretation of the requirements for TO4; (2) the agency unreasonably concluded that the protester’s proposed staffing was inadequate; and (3) the agency treated the awardee and protester unequally. We discuss each argument in turn.

### Scope of TO4

First, the protester argues that the agency’s evaluation was based on a scope of work for TO4 that was not reflected in the solicitation.

As relevant here, the requirements for TO1 include the following:

#### 1.3 General Directorate Support

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1.3.a The Contractor shall provide Customer Support Center operations during normal business hours to the [engineering directorate] user community working directly with end-users to resolve user-reported issues and to provide share services, such as storage

allocation for shared or home directories, etc. While systems supported will be identified in Attachment J-03, the Contractor will be cognizant of Center, Agency, and other IT Providers such that they can direct the user community to the correct point of service representative. The Contractor shall make contact with the end-user within 4 business hours of a reported issue and resolve issues in a timely manner. Critical incident response and work stoppage issues should take precedence in response time. The Contractor shall coordinate IT providers, as needed, to support resolution of user problems.

The Contractor shall maintain the loan pool for temporary use of IT equipment and peripherals, such as laptops, printers, CD/DVD [rewritable] drives, cellular devices, international power adapter, etc. This will include a tracking log (user and due date), configuring the laptops for individual users, and ensuring wipe and load are performed when laptops are returned (if necessary). Any check-out longer than 1 month, including consecutive requests, will require Government approval.

RFP, attach. L-3, at 2452.

The requirements for TO4 included “General Directorate Support--Help Desk Function.” RFP, attach. L-3, at 2478. The requirements for the help desk under TO4 paragraphs 1.1a and 1.1b were identical to the requirements under TO1 paragraph 1.3a (quoted above). Id.

MRI argues that NASA’s evaluation was based on an incorrect understanding of the requirements for TO4. In support of this contention, MRI references NASA’s evaluation of its proposal revision, in which the agency described the help desk tasks as follows: “The IT help desk tasks are to be performed for the entire Engineering Directorate and serve, in essence, as a front-door to the contract for IT help.” AR, Tab R, MRI Technical Acceptability Memorandum (Aug. 10, 2012), at 5936. MRI argues that NASA’s interpretation of the TO4 requirements is incorrect, because, the protester contends, the help desk will not support the “entire Engineering Directorate,” but will instead support a smaller part of the directorate called the “general directorate.” Protester’s Comments (Nov. 5, 2012), at 8. In essence, the protester contends that the term “general directorate support” indicates that there is an entity called the “general directorate” that requires support. Id. Under the protester’s view, the general directorate is a smaller subset of the Engineering Directorate, and thus requires fewer resources for help desk support under TO4. For this reason, the protester argues that the agency’s evaluation was based on requirements for the help desk that are not reflected in the solicitation.

NASA contends that there is no unit or entity specified in the RFP called the “general directorate” and that the help desk requirements are for the whole of the Engineering Directorate. See Supp. CO Statement at 1. Under the agency’s view, the term “general directorate support” should be understood to be “support” for the “directorate” which is “general” in nature. We think the RFP does not support the protester’s interpretation, and is instead consistent with the agency’s view.

Although the SOW and task order requirements refer to “general directorate support,” NASA is correct that the RFP does not define the term “general directorate,” and does not use the term general directorate in any context which shows that there is a subset of the Engineering Directorate called the general directorate. Instead, the SOW states that that “[f]or the purposes of this SOW, ‘Directorate’ refers to the Engineering Directorate organization at the Johnson Space Center.” SOW at 2283.

Further, the SOW description of the “general directorate support” requirements repeatedly refer to the Engineering Directorate or directorate, as follows:

### 1.3 General Directorate Support:

The Contractor shall provide computer technical support, including a help desk, for Directorate-owned computer hardware, software, and systems. . . . The Contractor shall operate a Customer Support Center (CSC) that provides users access to information about, assistance with, or distribution of Engineering Directorate IT products and services. Support Center operations are intended to cover all aspects of Directorate IT products and services. . . . The contractor will maintain and administer loan pool services for mobile devices such as laptop, cellular devices, peripherals, universal power adapters, etc. for the Engineering directorate and its associate contractor utilization. . . . The Contractor shall provide configuration control of information technology processes and assets owned by the Directorate.

SOW at 2284-85.

In the absence of a definition in the solicitation of “general directorate,” and in light of numerous references in the SOW indicating that the “general directorate support” requirements apply to the entire Engineering Directorate, we conclude that the protester’s interpretation of the RFP is unreasonable.<sup>2</sup>

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<sup>2</sup> MRI also argues that the evaluation was unreasonable because not all TO1 requirements were transferred to TO4. The agency’s evaluation, however, did not suggest that every requirement for TO1 would be transferred to TO4. Instead, the agency stated that help desk tasks serve the entire Engineering Directorate, and  
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### Adequacy of MRI's proposed staffing

Next, MRI argues that NASA unreasonably found that its proposed staffing was not adequate to perform the TO4 help desk requirements.

NASA found that MRI's removal of [deleted] from the proposed TO4 staffing constituted a "[deleted]% reduction in staffing of a critical TO4 task." AR, Tab R, MRI Technical Acceptability Memorandum (Aug. 10, 2012), at 5935. The agency stated that this was a particular concern because the protester "did not provide a narrative in their Technical Acceptability volume explaining the rationale for the reduction and how they could provide the IT help desk function in years 3-5 with [deleted] without also the previously proposed [deleted]." Id. NASA concluded that that MRI's proposed level of staffing was unacceptable "as it represents a level of risk which would jeopardize an acceptable level of contract performance due to too few skills provided which presents a risk to help desk responsiveness and a risk of inability to implement the task requirements." Id. at 5936.

MRI argues that NASA's concerns regarding its removal of the [deleted] from the TO1 staffing were unreasonable because, in the protester's view, the work can be completed by [deleted]. The protester cites a declaration by an MRI officer who states that "[b]ased on MRI's knowledge and experience of supporting Information Technology contracts for more than 25 years, and its experience as the incumbent currently providing similar services to NASA," the protester believed that its proposed level of staffing was adequate. Protester's Comments, attach., Decl. of MRI Officer (Nov. 5, 2012) ¶ 6. As discussed above, however, NASA was concerned that the protester had not explained the basis for the reduction in staffing between the level that was initially proposed and addressed during discussions, and the reduced level in the revised proposal. To the extent MRI argues that the agency's evaluation was unreasonable based on rationales not set forth in its proposal, or based on disagreement with the agency's judgment, we find no basis to conclude that the agency's judgment unreasonable.<sup>3</sup>

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cited risks regarding the protester's ability to perform certain requirements for TO4 that were expressly cited in the RFP. See AR, Tab R, MRI Technical Acceptability Memorandum (Aug. 10, 2012), at 5936. Thus, this argument has no merit.

<sup>3</sup> We note that the protester's estimates of the work required for the help desk may have been based on an incorrect understanding of the RFP requirements because, as discussed above, the protester apparently believed that the help desk requirements under TO4 applied to an undefined "general directorate" instead of the entire Engineering Directorate.



MRI also argues that NASA's evaluation under the technical acceptability factor improperly relied on a price realism evaluation. As pertinent here, the agency's price analysis concluded that MRI's initial proposal to use [deleted] for TO4 was unrealistic, because "based on the experience and judgment of the SLPT, it will take [deleted] to adequately perform the offeror's technical approach." AR, Tab J, MRI Initial Evaluation, at 5503. The SLPT concluded that as a result of the low level of staffing, "the offeror's price is understated by \$[deleted]." Id. The agency did not update or revise the price realism analysis after receipt of MRI's revised proposal because it was found unacceptable under the technical acceptability factor. Supp. CO Statement (Nov. 13, 2012), at 5.

MRI argues that the SLPT's judgment that seven IT technicians were required to perform the TO4 requirements was an unstated and unreasonable solicitation requirement. The protester argues that the agency's conclusion that MRI's price was understated by \$[deleted] was, in essence, an adjustment to its proposed price, which is impermissible in a fixed-price environment. See Federal Acquisition Regulation (FAR) § 15.404-1(d)(3); IBM Corp., B-299504, B-299504.2, June 4, 2007, 2008 CPD ¶ 64 at 11.

The record shows, however, that the price realism analysis was not considered as part of the CO's evaluation of MRI's technical acceptability.<sup>4</sup> The CO's evaluation did not discuss or cite MRI's price, nor did it discuss a requirement for seven IT technicians or any other specific level of staffing for this position. In fact, as discussed above, the CO's memorandum acknowledged that the agency found the protester's approach of [deleted] and one [deleted], detailed in its correspondence following discussions, to be acceptable. AR, Tab R, MRI Technical Acceptability Memorandum (Aug. 10, 2012), at 5935. Ultimately, however, MRI's proposal was found unacceptable based on the unexplained and unjustified reduction of staffing.<sup>5</sup> Id.

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<sup>4</sup> The record also shows that although the initial price analysis calculated the amount the evaluators believed that MRI's proposed TO4 price was understated, the agency did not actually upwardly adjust MRI's evaluated cost/price based on this concern. See CO's Statement at 8.

<sup>5</sup> MRI also argues that NASA's evaluation of its proposal was inconsistent with the methodology set forth in the solicitation because the agency evaluated the offerors' cost/price proposals and past performance prior to determining whether the proposals were technically acceptable. Nothing in the RFP, however, requires the agency to delay the cost/price and past performance evaluation until after a proposal is found technically acceptable; in fact, the RFP states that "All Technically Acceptable and Potentially Acceptable Offerors will be evaluated against past performance, and cost/price criteria." RFP § M.4.3 at 2526. Moreover, as

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MRI also argues that NASA unreasonably failed to consider its proposed approach to cross-utilization of staff. The protester contends that its approach to meeting surges in staffing requirements should have addressed the agency's concerns regarding its staffing for TO4.

The RFP stated that, for each of the task orders, the contractor shall "utilize a staffing approach consistent with the Contractor's Management and Staffing Plan . . . to maximize cross utilization of contract skills" to complete the required tasks. RFP at 2478.

MRI's proposal for the management and staffing plan subfactor requirements stated that it would use cross-utilization of staff to address "emerging staffing needs" or "surges" in requirements. AR, Tab G, MRI Revised Proposal, at 4465-66. The protester's proposal provided a chart explaining the timeframes for managing the growth of task orders or the addition of new task orders. *Id.* at 4466. The protester argues that its discussion of this plan in its management and staffing plan should have led the agency to understand that its approach under the technical approach subfactor would involve cross-utilization of the IT professional that was deleted from the TO4 resources and left to support the TO1 requirements.

NASA states that it did not consider MRI's cross-utilization approach in its evaluation of the protester's proposal for TO4 because the proposal did not specifically state that the protester would cross-utilize staff to meet the help desk requirements. See CO Statement at 16. As discussed above, the agency's conclusion that the protester's proposal was unacceptable was based in large part on the lack of any explanation for the reduction in staffing.

We think that the agency did not unreasonably fail to credit MRI's cross-utilization plan as a basis to address the concerns regarding the TO4 staffing. MRI's cross-utilization approach did not clearly state, as the protester argues, that MRI intended to employ a cross-utilization approach as its approach to staffing the task orders. Instead, the proposal appears to describe an approach to unexpected staffing requirements in excess of those set forth in the RFP. Moreover, the protester did

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discussed above, the record shows that NASA's conclusion that MRI's proposal was technically unacceptable was based solely on the basis of the technical proposals, without consideration of cost/price or past performance. On this record, we find no merit to the protester's argument.

not state that its cross-utilization approach would be used for any particular requirements, such as TO4.<sup>6</sup>

In the absence of a clear or specific statement that MRI would cross-utilize staff from other task orders in order to meet the requirements of TO4, we find no basis to conclude that the agency's evaluation was unreasonable. See Keystone Sealift Servs., Inc., B-401526.3, Apr. 13, 2010, 2010 CPD ¶ 95 at 4 (offerors bear the burden of submitting an adequately written proposal and contracting agencies evaluating one section of a proposal are not required to go in search of additional information that an offeror has omitted or failed to adequately present). On this record, we conclude that the agency's evaluation was reasonable.

#### Unequal treatment of offerors

Finally, the protester argues that the agency treated MRI and SKG unequally in the evaluation of their proposed staffing for TO4. Specifically, MRI contends that it proposed [deleted] level of staffing [deleted] SKG for the help desk requirements, and should have been found technically acceptable.

MRI notes that its initial proposed staffing for TO4 was [deleted] WYEs, and that its revised staffing was [deleted] WYEs, which included [deleted]. AR, Tab F, MRI Initial Proposal, at 2884; Tab G, MRI Revised Proposal, at 3743. The protester further notes that SKG's initial and revised staffing for TO4 was [deleted] WYEs, and that the awardee [deleted]. AR, Tab I, SKG Revised Proposal, at 5079. The

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<sup>6</sup> To the extent that MRI argues that its response to the discussions question indicated that it would use a cross-utilization approach for the help desk requirements, we find no basis to conclude that the agency's evaluation was unreasonable. As discussed above, the protester stated in response to the agency's concern regarding TO4 staffing and its impact on TO1 staffing, that "[o]ur team will also cross-utilize the resources in TO4 for assistance under TO1 and TO3 for backup support and workload surge as needed." AR, Tab O, MRI Discussions Response (June 29, 2012), at 5744. This language, however, was not referenced or incorporated into the protester's revised proposal, despite the agency's admonishment that "responses provided during discussions need to be incorporated into your final proposal revision . . . as that is what the final evaluation by the SLPT will be performed upon." AR, Tab O, Email from NASA to MRI (July 24, 2012), at 5840. Moreover, the protester's description of its cross-utilization approach in the discussion responses indicated that it would use its TO4 staff to provide "backup support and workload surge" assistance for TO1 and TO4--it did not state that its approach to performing the TO4 help desk requirements was based on cross-utilizing support from TO1. AR, Tab O, MRI Discussions Response (June 29, 2012), at 5744.

protester contends therefore that the agency's evaluation treated the offerors unequally.

NASA contends, however, that the offerors were evaluated differently because they proposed different labor mixes, despite [deleted] number of proposed WYEs. Supp CO Statement (Nov. 13, 2012), at 3. The agency notes that while both offerors proposed [deleted], these were the only [deleted] proposed by MRI. AR, Tab G, MRI Revised Proposal, at 3743. In contrast, SKG also proposed [deleted]. AR, Tab I, SKG Revised Proposal, at 6252-6254. On this record, we think that the agency could reasonably distinguish between the offerors' proposals as it related to the adequacy of their proposed IT staffing support.

In sum, the record shows that the protester requested and received confirmation from the agency during discussions that its proposed level of staffing was adequate, but subsequently changed that level of staffing in its final proposal without providing an explanation for the reduction. For the reasons discussed above, we conclude that NASA's evaluation of MRI's revised proposal was reasonable.

#### Discussions with MRI

Next, MRI contends that even if NASA reasonably found its proposal unacceptable, the agency failed to meet its obligation to provide for meaningful discussions.

The FAR requires agencies to conduct discussions with offerors in the competitive range concerning, "at a minimum . . . deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond." FAR § 15.306(d)(3). Discussions, when conducted, must be meaningful; that is, they may not mislead offerors and must identify proposal deficiencies and significant weaknesses that could reasonably be addressed in a manner to materially enhance the offeror's potential for receiving award. Serco Inc., B-405280, Oct. 12, 2011, 2011 CPD ¶ 237 at 11. An agency, however, has no obligation to reopen discussions to provide an offeror additional opportunities to revise its proposal when a proposal flaw first becomes apparent in a post-discussion submission. Raytheon Co., B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 7; Honeywell Tech. Solutions, Inc., B-400771; B-400771.2, Jan. 27, 2009, 2009 CPD ¶ 49 at 10.

Here, NASA advised MRI of its concern regarding the protester's staffing for TO4. AR, Tab O, MRI Discussions Questions, at 5729. During discussions, MRI provided NASA a staffing chart showing a proposed staffing level of [deleted] and [deleted], and asked whether this level of staffing was acceptable. AR, Tab O, Email from MRI to NASA (July 17, 2012), at 5837-38. Although the agency advised that this level of staffing was acceptable, the protester's revised proposal eliminated [deleted] from the help desk staffing, which in turn led to the agency finding its proposal unacceptable.

Because the deficiency in MRI's proposal was first introduced in its post-discussions revised proposal, the agency had no obligation to conduct further discussions. Raytheon Co., supra; Honeywell Tech. Solutions, Inc., supra. On this record, we find no basis to sustain the protest.

#### Challenges to the Evaluation of SKG's Proposal

Finally, MRI argues that NASA did not reasonably evaluate the realism of the labor rates for one of SKG's proposed subcontractors, as required by FAR § 52.222-46, which was incorporated into the solicitation. As discussed above, NASA concluded that SKG and a third offeror were the only offerors whose proposals were technically acceptable. AR, Tab S, Selection Decision, at 6053. The selection decision was based on a past performance-cost/price tradeoff between these two offerors. Id. at 6063. Because MRI's proposal was technically unacceptable, and because there was a third offeror whose proposal was acceptable the protester is not an interested party eligible to challenge the evaluation of SKG's proposal. See Coley & Assocs., Inc., B-404034 et al., Dec. 7, 2010, 2011 CPD ¶ 6 at 7.

The protest is denied.

Susan A. Poling  
General Counsel