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**United States Government Accountability Office  
Washington, DC 20548**

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## Decision

**Matter of:** Salient Federal Solutions, Inc.

**File:** B-410174

**Date:** November 6, 2014

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Karen R. Harbaugh, Esq., Robert E. Gregg, Esq., and Erik M. Dullea, Esq., Squire Patton Boggs-US, LLP, for the protester.

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### DIGEST

Solicitation provided sufficient detailed information to allow offerors to compete intelligently and on a relatively equal basis where it clearly indicated that the agency's requirements were subject to change but provided sufficient information on which offerors could base their quotations.

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### DECISION

Salient Federal Solutions, Inc. (Salient), protests the terms of request for quotations (RFQ) No. SP4701-14-Q-0112, issued by the Defense Logistics Agency (DLA) for vendor support for its Subsistence Total Order and Receipt Electronic System (STORES). Salient protests that the RFQ does not adequately set forth the agency's requirements.

We deny the protest.

The RFQ, issued on July 1, 2014, under Federal Acquisition Regulation (FAR) Part 8.4, Federal Supply Schedules (FSS), sought quotations from vendors holding FSS contracts for General Purpose Commercial Information Technology Equipment, Software and Services (IT), Federal Supply Class 70, Special Item Number 132-51. RFQ at 4. The RFQ contemplated issuance of a fixed-price task order for one base year and two one-year option periods. Id. The government estimates the value of this procurement as approximately [deleted]. STORES is a catalog, order, and receipt interface for food and related items used to provide food to about 550 worldwide locations. Id. The acquisition will provide vendor support for DLA to provide all necessary qualified personnel, supervision, management, materials and

technical data to support documentation and maintenance of the STORES Web and Management Information System (MIS) application. Id. Prior to the deadline for the submission of quotations, Salient filed a protest challenging the terms of the solicitation; nonetheless multiple quotations were received, including a quotation from the protester. AR, encl. 6, Contracting Officer Declaration, at 1.

## DISCUSSION

Salient asserts that, because of “errors, omissions, and otherwise understated requirements in the RFQ,” vendors will not be able to compete intelligently and on a relatively equal basis. Protest at 2. Accordingly, Salient, which is the incumbent contractor for this requirement, concludes that it is “in an untenable position [deleted].” Id. As set forth below, Salient cites four examples of “errors and omissions” in the RFQ that it asserts will render vendors unable “to compete intelligently and on a relatively equal basis.” Protest at 7-13.

The determination of an agency’s minimum needs and the best method of accommodating them is primarily within the agency’s discretion and therefore, we will not question such a determination unless the record clearly shows that it was without a reasonable basis. CHE Consulting, Inc., B-297534.4, May 17, 2006, 2006 CPD ¶ 84 at 3-4. Further, there is no legal requirement that a competition be based on specifications drafted in such detail as to eliminate completely any risk for the contractor or that the procuring agency remove all uncertainty from the mind of every prospective bidder. Kingdomware Techs., B-407628, Jan. 9, 2013, 2013 CPD ¶ 27 at 3; see Analytics Inc., B-215092, Dec. 31, 1984, 85-1 CPD ¶ 3 at 4-5. A protester’s mere disagreement with the agency’s judgment concerning the agency’s needs and how to accommodate them does not show that the agency’s judgment is unreasonable. Gallup, Inc., B-410126, Sept. 25, 2014, 2014 CPD ¶ 280 at 5.

We have also held, however, that a procuring agency must give sufficient detail in a solicitation to enable vendors to compete intelligently and on a relatively equal basis. Kingdomware Techs., supra; Technosource Info. Sys., LLC; TrueTandem, LLC, B-405296 et al., Oct. 17, 2011, 2011 CPD ¶ 220 at 11. Further, specifications must be free from ambiguity and describe the minimum needs of the procuring activity accurately. Kingdomware Techs., supra; American Overseas Book Co., Inc., B-276675, July 10, 1977, 97-2 CPD ¶ 12 at 2.

Here, we conclude that the RFQ provides sufficiently detailed information to allow vendors to compete intelligently and on a relatively equal basis. Initially, as a general matter, the RFQ indicates clearly and repeatedly that the requirements of the government are not static, i.e., are subject to change. For example, the performance work statement (PWS) explained:

It is anticipated that changes to EBS [enterprise business system] and the Military Service systems will occur routinely and will affect

interfaces with STORES (i.e., require STORES system changes). In addition, to achieve greater audit readiness, DLA is expanding its use of standard logistics information exchanges mandated by DOD/DLA . . . . This will require STORES to change the way it interfaces with the Military Service systems (and internal DLA systems).

RFQ at 72. In addition, the agency provides several examples of how the RFQ provided sufficient information for vendors to prepare their quotations:

The RFQ invited potential offerors to submit questions regarding the solicitation. The agency provided responses to 53 industry questions in Amendment 0002 concerning the terms of the RFQ. The Agency also provided a 46 page DLA IT Solutions Document . . . that included information on 811 different Product Names used in STORES. Information for each of the 811 Product Names included the version number, vendor, date added and a description.

AR at 10 (citations omitted); see, e.g., Kingdomware Technologies, supra at 3-4 (RFQ for on-demand notification services provided sufficient information for vendors to compete intelligently when it detailed with specificity the notification services and the various features sought by the agency).

The protester, however, cites four particular examples of “errors and omissions” that it argues will render vendors unable “to compete intelligently and on a relatively equal basis.” Protest at 7-13. As set forth below, we find these examples to be unpersuasive.

#### Platforms and Lines of Code

Salient first asserts that the RFQ understates the numbers of platforms and technologies to be supported. Protest at 8-10. Salient points to RFQ Amendment No. 2, which included a question and answer exchange in which the agency addressed what platforms and technologies were “currently in use.” Id. at 8, citing AR, encl. 3, Amend. No. 2, at 4. The agency responded with information regarding programming languages, interface codes, integrated applications, and lines of code. Amend. No. 2 at 4. The protester takes particular issue with information provided by the agency regarding lines of code:

There are 403,838 lines of dot Net code, 22,788 lines of PL/SQL code, 21,300 STORES MIS Batch Jobs Line of Code, 316 database tables, 174 Oracle Programming Units. In addition there are 710 web screens.

Id. The protester asserts that these figures are “[deleted] because DLA [deleted].” Protest at 8, citing Protest exh. E, [deleted] Decl. at ¶ 5. Salient argues that there

has been a [deleted] in the “areas of lines of code, database tables and web screens” since [deleted]. Protest at 8-9; see Comments at 2-5 Salient also asserts that, in recent years, it has participated in several “working meetings” with DLA in which “[deleted].” Protest at 9. Therefore, the protester maintains that the agency should have obtained more current information from Salient in response to offeror questions. Comments at 2.

The agency confirms that it obtained this data regarding current lines of code [deleted] when developing the STORES performance work statement. AR at 10. It points out, however, that the lines of code were “current as of that date,” and that it is “understood in the IT industry that due to the nature of IT services, the lines of code in a software application are not static,” but rather are “constantly changing due to sustaining and enhancing the system.” Id. at 10. The agency asserts that the “dynamic nature of these services” is recognized in the RFQ, which specifically provides that the “Government requires Vendor support to **expand** new STORES business capabilities” and “STORES requires **continual enhancement.**” AR at 10-11 (emphasis in original), citing RFQ at 72.

We conclude that the RFQ reasonably set forth the minimum requirements of the agency with regard to the number of platforms and lines of code. First, we note that the challenged figures were [deleted] during development of the RFQ in [deleted], less than a year before issuance of the RFQ. Although the protester insists that it could have provided more current information, Comments at 2, the agency was not required to continue updating the RFQ in circumstances that were “constantly changing.” In any, case, as the agency points out, it is generally accepted that lines of code in a software application are not static, i.e., are subject to change, and that vendors are aware of this environment. AR at 10. In this regard, we have frequently held that there is no legal requirement that a competition be based on specifications drafted in such detail as to eliminate completely any risk for the contractor or that the procuring agency remove all uncertainty from the mind of every prospective bidder. Kingdomware Techs., supra. Such perfection, while desirable, is manifestly impractical in some procurements, and the mere presence of risk does not render a solicitation improper. See Pacific Consol. Indus., B-250136.5, Mar. 22, 1994, 94-1 CPD ¶ 206 at 6 (risks are inherent in procurements, and an agency may properly impose substantial risk on the contractor and minimal risk on itself). Further, vendors are reasonably expected to use their professional expertise and business judgment in anticipating risks and computing their quotes. JRS Staffing Servs., B-408202, July 16, 2013, 2013 CPD ¶ 175 at 2-3; see Jones, Russotto & Walker, B-283288.2, Dec. 17, 1999, 99-2 CPD ¶ 111 at 4-5.

## ZAP-IT

Salient also asserts that the RFQ does not address a requirement [deleted] the Zoned Automated Prime Vendor Information Technology, “ZAP-IT,” a legacy application within the STORES contract. Protest at 11. According to the protester,

ZAP-IT allows users to perform certain functions not available on STORES, including storing contract numbers for future contracts and other functions essential to STORES functionality, but only a small portion of ZAP-IT's functions have been migrated to STORES. Id. Salient contends that the RFQ unreasonably fails to describe the ZAP-IT work as a requirement of the contract. The agency responds that ZAP-IT requirements were not included in the RFQ because they are "already required to be completed by Salient under their existing [incumbent] contract." AR at 13; see AR, encl. 9, Modification No. 2, at 2; AR encl. 7, Program Office Declaration, at 2.<sup>1</sup>

Here, we conclude that Salient has not demonstrated that the agency's failure to address ZAP-IT specifically in the RFQ was improper. First, the agency unequivocally states that the ZAP-IT work is not required under the contract at issue here. AR encl. 7, Program Office Declaration, at 2. In this regard, DLA's program manager for the STORES program management office submitted a signed declaration stating that "the requirement to replace ZAP-IT is not required by the Government under this RFQ." Id. Rather, the work is a requirement under the incumbent contract and is expected to be completed by the expiration of that contract. Id. Further, the agency contends that, to the extent the incumbent contractor fails to complete the ZAP-IT work, the issue would be one of contract administration under the incumbent contract, and would not require a modification of the solicitation here. AR at 14. In these circumstances, we cannot conclude that the agency acted unreasonably in not including ZAP-IT requirements in the RFQ.<sup>2</sup>

#### Audit Readiness

Salient also asserts that the RFQ understates audit readiness requirements. Protest at 11-12. In this regard, Salient acknowledges that the RFQ includes a list of documents that covers laws, regulations, and policies, Protest at 11-12, but asserts that the RFQ does not address "new initiatives" such as Standard Line of Accounting (SLOA) compliance, which will require the new contractor to invest significant time. Id. at 12. Further, the protester asserts that the RFQ fails to mention any Standard Operating Procedures (SOP), which the contractor will be required to either write or update. Id.

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<sup>1</sup> The agency further asserts that, to the extent that Salient is unable to perform the ZAP-IT requirements under its existing contract, that is a matter of contract administration that would be handled under the existing contract. AR at 14.

<sup>2</sup> Moreover, the agency notes that, to the extent that additional ZAP-IT work is required under the solicitation here, it would be reasonably encompassed under the more general requirements of the RFQ. See, e.g., RFQ at 72.

The agency responds that audit readiness requirements, such as work on Standard Operating Procedures, must be completed under Salient's existing contract, and therefore are not needed in the solicitation here. AR at 15; see AR encl. 7, Program Office Declaration, at 2-3; AR, encl. 9, Modification No. 2 of Existing Contract, at 4 ("The STORES PMO [Program Management Office] has a mandate to be SLOA compliant by September 2014 and SLOA/EDI [Electronic Data Interchange] compliant with order and receipts transactions by September, 2014").<sup>3</sup> Further, the agency reasonably asserts that the RFQ adequately describes audit readiness work that may be ongoing. Id. at 16, citing AR, encl. 7, at 2. For example, the agency notes that task 10 of the PWS provides, in part:

The Government requires continued Vendor support to ensure STORES IT and business processes meet FIAR [financial improvement audit readiness] objectives. It is paramount for STORES to achieve regulatory audit ready compliance requirements as outlined in the FIAR. The Vendor will support the STORES FIAR objectives by ensuring the STORES system and it[s] business processes are compliant with the Federal Financial Management Improvement ACT (FFMIA) and Federal Information System Controls Audit Manual (FISCAM) controls.

RFQ at 76. In addition, task 2 of the RFQ also addressed audit readiness tasks, advising that "STORES interfaces to/from [enterprise business systems] and the Military Service food management systems changes to comply with audit readiness and system requirements." RFQ at 72.

We conclude that, to the extent that audit readiness work is required under this contract, the RFQ reasonably informs vendors of this fact. As set forth above, tasks 2 and 10 of the PWS advise vendors of potential audit readiness work that may be required. Although the RFQ does not include a specific task for "audit readiness," the agency has demonstrated that the RFQ advises vendors that audit readiness activities are contemplated under the RFQ. Moreover, to the extent that audit readiness requirements are included in Salient's existing contract, it was reasonable for the agency to omit those requirements from the RFQ.

#### Key Personnel

Finally, Salient asserts that the RFQ's key personnel requirements are inadequate. Protest at 12. The protester notes that the RFQ lists only seven personnel who are considered "key," but asserts that, in order successfully to perform the work required

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<sup>3</sup> The agency asserts that, to the extent Salient is unable to complete these requirements under its existing contract, this is a matter of contract administration that would be handled under the incumbent contract. AR at 15.

by the RFQ, [deleted] key personnel are necessary, in particular, [deleted]. Id. at 12-13. The protester asserts that the [deleted].” Id. at 13. Similarly, Salient maintains that the [deleted]. Id.

The agency argues that the decision to identify seven, [deleted], key personnel is reasonable, that the requirement of seven key personnel meets the agency’s minimum needs, and that the agency has discretion to determine the best way of accommodating its needs. AR at 17. Further, the agency asserts, with regard to [deleted] that [deleted]. AR at 17, citing AR, encl. 7, Program Office Declaration, at 3. With regard to the [deleted], the agency asserts that [deleted]. AR at 18.

We find the agency’s arguments persuasive here. As indicated above, the determination of an agency’s minimum needs and the best method of accommodating them is primarily within the agency’s discretion and therefore, we will not question such a determination unless the record clearly shows that it was without a reasonable basis. Kingdomware Techs., supra. Accordingly, it is not enough for the protester to posit alternative possibilities for key personnel positions that also might have been reasonable; the protester must demonstrate that the agency’s determination with regard to its minimum needs, set forth in the solicitation, was unreasonable. See, GlaxoSmithKline, B-291822, Apr. 7, 2003, 2003 CPD ¶ 77 at 4 (protester’s objections to solicitation’s terms predicated on assertion that the agency should consider additional information, conduct more comprehensive analyses, and consider more recent data). Here, the arguments raised by Salient, at most, indicate that the agency may have had reason to consider including a [deleted] and a [deleted] as key personnel. They do not demonstrate that the agency was clearly unreasonable in not including those positions.

The protest is denied.

Susan A. Poling  
General Counsel