



Decision

Matter of: Verizon Business Network Services, Inc.

File: B-418331.3; B-418331.4; B-418331.5

Date: July 10, 2020

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DIGEST

1. Protest of the agency's use of lowest-priced, technically acceptable source selection method is denied, where such use is not in conflict with statute or regulation.
 2. Protest that the solicitation's terms do not permit offerors to compete intelligently and on a relatively equal basis is denied, where the protester has not demonstrated that the terms are unclear or that it was competitively prejudiced.
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DECISION

Verizon Business Network Services, Inc., of Ashburn, Virginia, protests the terms of request for task order proposals (RFTOP) No. 821913761, issued by the Defense Information Systems Agency (DISA) for telecommunications services under the Enterprise Infrastructure Solution (EIS) governmentwide acquisition contract (GWAC).¹ The protester contends that the solicitation is defective because it impermissibly establishes a lowest-priced, technically acceptable basis of award, in violation of statute and regulation. The protester also alleges that the solicitation does not adequately describe the agency's needs.

We deny the protest.

¹ In July 2017, the General Services Administration awarded the Enterprise Infrastructure Solution (EIS) procurement as a multiple-award indefinite-delivery, indefinite-quantity (IDIQ) GWAC to nine contractors, including Verizon. Agency Report (AR), Tab 2, Acquisition Plan at 1.

BACKGROUND

On December 23, 2016, Congress passed the National Defense Authorization Act for fiscal year 2017, Pub. L. No. 114-328, 130 Stat. 2000, S 2943 (2016) (codified at 10 U.S.C. § 2305 Note (a)). In the Act, Congress announced that “[i]t shall be the policy of the Department of Defense to avoid using lowest price technically acceptable source selection criteria in circumstances that would deny the Department the benefits of cost and technical tradeoffs in the source selection process.”² Pub. L. No. 114-328, § 813 Note (a).

Congress also required the Secretary of Defense to revise the Defense Federal Acquisition Regulation Supplement (DFARS) to require that lowest-priced, technically acceptable (LPTA) source selection criteria are only used when the solicitation can satisfy six criteria. Pub. L. No. 114-328, § 813 Note (b). Finally, Congress provided that, “[t]o the maximum extent practicable, the use of lowest price technically acceptable source selection criteria shall be avoided in the case of a procurement that is predominately for the acquisition of . . . information technology services[.]” Pub. L. No. 114-328, § 813 Note (c).

To implement this statutory mandate, on October 1, 2019, the Department of Defense revised the DFARS in accordance with the statute. Selection of Contractor-Source Selection Process-Lowest Price Technically Acceptable Source, 84 Fed. Reg. 50785-01 (Oct. 1, 2019). This regulation, DFARS § 215.101-2-70, establishes eight provisions that, together, limit the use of lowest-priced, technically acceptable source selection procedures.³ DFARS § 215.101-2-70(a)(1). In addition, the regulation echoed the statutory language and instructed contracting officers to avoid the use of LPTA source selection criteria in procurements for information technology services “to the maximum extent practicable.” DFARS § 215.101-2-70(a)(2).

The RFTOP, issued on October 29 in accordance with the procedures of Federal Acquisition Regulation 16.505, is for the installation and support of basic internet, wi-fi, and voice services for approximately 950 Air Force recruiting offices nationwide. RFTOP at 3;⁴ RFTOP attach. 7, Site List; RFTOP Performance Work Statement (PWS) at 2. As part of these services, the contractor will install network equipment, such as

² Congress used identical language in a provision applicable to the United States government as a whole, in 41 U.S.C. § 3701 Note (a). Because the analysis and arguments are identical to those in 10 U.S.C. § 2305 Note (a), although they were raised by the protester and responded to by the agency, they are not separately addressed.

³ The relevant DFARS language mirrors the statutory language and adds two additional criteria found in (v) and (vi) below that must be satisfied prior to an agency’s use of LPTA source selection procedures.

⁴ Citations to the RFTOP are to the conformed copy at tab 7 in the agency report.

routers and wi-fi access points, and will be responsible for providing services at minimum speeds and specifications. *Id.* at 19, 40.

The solicitation provides that award will be made to the responsible offeror submitting the lowest-price, technically acceptable (LPTA) proposal. RFTOP at 6. There are two evaluation factors: technical/management approach and price. *Id.* Proposals will be sorted from lowest price to highest, and then evaluated for technical acceptability, starting with the lowest-priced proposal. *Id.* at 6-7. To achieve a rating of acceptable, the proposal must meet the subfactor requirements. *Id.* at 7. The subfactor requirements require offerors to demonstrate how their proposal will meet certain requirements of the PWS. *Id.* If a proposal receives a rating of unacceptable for any technical subfactor, the entire proposal will be considered unacceptable and unawardable. *Id.* Award will be made to the first technically acceptable proposal. *Id.*

On December 6, Verizon filed a pre-award protest with our Office challenging the agency's use of an LPTA evaluation scheme. See Protest, B-418331, Dec. 6, 2019. On December 13, DISA asked that we dismiss the protest on the basis that the agency intended to amend the solicitation and reevaluate the source selection method. Notice of Corrective Action, B-418331, Dec. 13, 2016. GAO dismissed the protest as academic based on DISA's proposed corrective action. *Verizon Bus. Network Servs., Inc.*, B-418331, Dec. 17, 2019 (unpublished decision).

On January 15, 2020, DISA issued amendment 5, which revised the PWS and attached a memorandum regarding the agency's use of LPTA evaluation methods. RFTOP, Revision History at 1-2. On January 16, the agency issued amendment 6, revising the PWS and releasing an additional question and answer exchange. *Id.* at 2.

On January 21, Verizon filed another pre-award protest again challenging the agency's failure to use a best-value tradeoff (BVTO) source selection process. See Protest, B-418331.2, Jan. 21, 2020. On February 4, DISA advised our Office that it would amend the solicitation and analyze the solicitation's evaluation methodology for compliance with DFARS § 215.101-2-70. Notice of Corrective Action, B-418331.2, Feb. 4, 2020. On the basis of this representation, our Office dismissed the protest as academic. *Verizon Bus. Network Servs., Inc.*, B-418331.2, Feb. 11, 2020 (unpublished decision).

On March 10, DISA again amended the PWS. RFTOP, Revision History at 1. Also on March 10, the contracting officer finalized a memorandum for the record with the agency's analysis as to how the procurement satisfied the eight criteria in DFARS § 215.101-2-70(a)(1) for the use of LPTA evaluation procedures. AR, Tab 5, LPTA Mem. for Record. The agency also addressed the DFARS requirement that the agency avoid an LPTA source selection methodology in the procurement of information technology services to the maximum extent practicable. *Id.*; see DFARS § 215.101-2-

70(a)(2). On March 17, DISA revised the PWS and set a proposal due date of April 3. RFTOP, Revision History at 1. Verizon filed its protest with our Office on April 3.⁵

DISCUSSION

Verizon alleges that the RFTOP fails to comply with 10 U.S.C. § 2305 and DFARS § 215.101-2-70 by using an LPTA award methodology for the RFTOP. The protester contends that the solicitation does not satisfy the criteria to use an LPTA evaluation method and requests that the agency modify the solicitation and use a BVTO evaluation method. The protester also asserts that the solicitation does not adequately define the requirements so that offerors can compete intelligently and on a relatively equal basis. For the reasons below, we deny the protest.⁶

Use of LPTA Source Selection Methodology

Verizon contends that the solicitation does not satisfy any of the statutory requirements or regulatory criteria to use an LPTA source selection method. The protester argues that the agency must therefore revise the solicitation to use BVTO methodology. In response, DISA asserts that it has adequately described and documented the basis for using an LPTA evaluation, that the statutes and regulations establish limits but not prohibitions on the use of LPTA, and that it has satisfied all of the criteria to use an LPTA evaluation. Contracting Officer's Statement (COS) and Memorandum of Law (MOL) at 11-40.

As relevant to this protest, DFARS section 215.101-2-70(a)(1) contains eight criteria, all of which must be satisfied by a solicitation that employs an LPTA evaluation method:

- (i) Minimum requirements can be described clearly and comprehensively and expressed in terms of performance objectives,

⁵ This protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B); see *Wyle Labs., Inc.*, B-413989, Dec. 5, 2016, 2016 CPD ¶ 345 at 4. The authority under which we exercise our task order jurisdiction is determined by the agency that awarded the task order contract, here GSA, rather than the agency that issues or funds the task order.

⁶ Verizon also raises other collateral issues; although we do not address all of the protester's arguments, we have reviewed each issue raised and find that none provides a basis to sustain the protest. For example, the protester contends that the agency is purchasing goods under this procurement and has thus failed to satisfy the sixth criteria in DFARS § 215.101-2-70(a)(1), described below. Comments & Supp. Protest at 38-39. While Verizon asserts that this solicitation "involves the incidental procurement of . . . goods" associated with the services, the protester does not, in fact, identify any goods that the agency will buy with this solicitation, and thus fails to adequately support its protest ground. *Id.* at 39.

measures, and standards that will be used to determine the acceptability of offers;

(ii) No, or minimal, value will be realized from a proposal that exceeds the minimum technical or performance requirements;

(iii) The proposed technical approaches will require no, or minimal, subjective judgment by the source selection authority as to the desirability of one offeror's proposal versus a competing proposal;

(iv) The source selection authority has a high degree of confidence that reviewing the technical proposals of all offerors would not result in the identification of characteristics that could provide value or benefit;

(v) No, or minimal, additional innovation or future technological advantage will be realized by using a different source selection process;

(vi) Goods to be procured are predominantly expendable in nature, are nontechnical, or have a short life expectancy or short shelf life [. . .];

(vii) The contract file contains a determination that the lowest price reflects full life-cycle costs [. . .] of the product(s) or service(s) being acquired [. . .]; and

(viii) The contracting officer documents the contract file describing the circumstances justifying the use of the lowest price technically acceptable source selection process.

DFARS § 215.101-2-70(a)(1). The same DFARS section also includes a second limitation on the use of LPTA procedures, such that "contracting officers shall avoid, to the maximum extent practicable, using the lowest price technically acceptable source selection process in the case of a procurement that is predominately for the acquisition of [i]nformation technology services[.]"⁷ DFARS § 215.101-2-70(a)(2)(i). Neither the statute nor the implementing regulations specifies how the limitations in subparagraph (a)(2) instructing contracting officers to avoid LPTA source selection procedures "to the maximum extent practicable" should be applied.

Verizon presents the protest as a disagreement with the agency as to the meaning of DFARS § 215.101-2-70, arguing the regulation does not permit the use of LPTA procedures here. The protester also argues that it is the agency's burden to demonstrate that the use of a BVTO source selection method is impracticable, and that the agency has not carried this burden. Comments & Supp. Protest at 11. DISA asserts that it has reasonably described why use of BVTO is not practicable for this task order acquisition. COS/MOL at 14-15. While both parties address the question of statutory and regulatory interpretation, their positions reflect agreement that use of the LPTA source selection methodology is permitted, but is limited by both the statute and

⁷ The parties agree that the services sought can be classified as information technology services and thus that both DFARS provisions apply. Protest at 12; COS/MOL at 4.

the regulation. Thus, the disagreement here, in substance, is about the sufficiency of the agency's rationale.

The determination of a contracting agency's needs and the best method of accommodating them are matters primarily within the agency's discretion. *Crewzers Fire Crew Transp., Inc.*, B-402530, B-402530.2, May 17, 2010, 2010 CPD ¶ 117 at 3; *G. Koprowski*, B-400215, Aug. 12, 2008, 2008 CPD ¶ 159 at 3. Although it is within a contracting agency's discretion to determine its needs and the best method to accommodate them, an agency's determination of its needs must still be reasonable. See *Curtin Maritime Corp.*, B-417175.2, Mar. 29, 2019, 2019 CPD ¶ 117 at 11. A protester's disagreement with the agency's judgment concerning the agency's needs and how to accommodate them, without more, does not establish that the agency's judgment is unreasonable. *Chenega Fed. Sys., LLC*, B-414478, June 26, 2017, 2017 CPD ¶ 196 at 3. The adequacy of the agency's justification is ascertained through examining whether the agency's explanation is reasonable, that is, whether it can withstand logical scrutiny. *Curtin Maritime Corp.*, *supra*, at 11. Applying this standard to the protest at hand, we examine here whether the agency had a reasonable basis to conclude, first, that its procurement satisfied the eight requirements in DFARS § 215.101-2-70(a)(1) and, second, that using BVTO source selection procedures was not practicable.⁸

Minimum Requirements

As to the first requirement of DFARS § 215.101-2-70(a)(1), that the solicitation's "[m]inimum requirements can be described clearly and comprehensively and expressed in terms of performance objectives, measures, and standards that will be used to determine the acceptability of offers," the agency asserts that it has clearly defined its minimum requirements, and that these will be used to determine the acceptability of offers. COS/MOL at 16-26; see also AR, Tab 5, Mem. for Record at 1. DISA points to the key performance indicators and other performance metrics that are part of the evaluation criteria as evidence that the minimum requirements are clear and measurable. COS/MOL at 21-22 (citing RFTOP at 7-8, RFTOP PWS at 35). These standards include precise quality standards whose sufficiency is assessed by a mathematical calculation; a pre-established cutoff permits the agency to determine whether the standard has been achieved. *Id.* at 22-23. The record also reflects the agency's finding that "[a]ll sections of the PWS contain standards and minimum performance objectives that the successful contractor must meet during contract performance . . . [but] [e]xceeded [key performance indicators] or technical parameters bring no benefit to the Government." AR, Tab 5, Mem. for Record at 1-2.

Although the protester contends that the agency's minimum requirements cannot be clearly described as performance objectives, measures, or standards, the record

⁸ Although Verizon challenges the agency's analysis under every single criteria, because none provides a basis to sustain the protest, we discuss below only a few of these arguments.

reflects that the PWS does contain clearly defined objectives and standards. Comments & Supp. Protest at 22-23; RFTOP PWS at 3-39. Moreover those standards are incorporated into the agency's award criteria. RFTOP at 7-8. On this record, the agency has reasonably demonstrated compliance with the first requirement of DFARS § 215.202-101-2-70(a)(1).

Verizon also contends that, even if the evaluation criteria are based on clearly defined performance standards, the solicitation nevertheless fails to include all of the PWS requirements in the evaluation criteria. Comments & Supp. Protest at 23-24. However, the protester does not demonstrate that all elements of the PWS are minimum requirements that an agency must incorporate into the evaluation criteria in accordance with DFARS § 215.202-101-2-70(a)(1). For example, Verizon asserts that the evaluation criteria improperly ignore the requirements for internet protocol service in PWS § 6.1. Protest at 30. However, many of these provisions are related to ongoing performance, such as the requirement that the contractor comply with the American National Standards Institute Transmission 1. RFTOP PWS at 6. The PWS also states that the contractor "shall provide IPS [internet protocol service] ports at the peak data rates specified by bandwidths in the CLIN [contract line item number] Pricing Worksheet." *Id.* Accordingly, an offeror who completes the pricing worksheet would commit to providing the services listed, and an offeror who does not would submit an incomplete pricing worksheet. The DFARS provision applies to "minimum requirements," and the protester has not explained how it would apply to all requirements or all provisions.

In fact, the RFTOP requires that "[t]he technical portion of the proposal . . . include information regarding the offeror's ability to conform to all required terms and conditions in the solicitation. The offeror[s]'s proposals shall address all aspects of the PWS."⁹ RFTOP at 5. Offerors were also on notice that "[t]he Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this RFP." *Id.* In this manner, proposals will be evaluated as to whether they address the solicitation's technical requirements, but not as to any qualitative difference between offerors's approaches. The relevant DFARS provision requires that "[m]inimum requirements can be . . . expressed in terms of performance objectives . . . that will be used to determine the acceptability of offers." DFARS § 215.101-2-70(a)(1). To the extent that the agency evaluates whether an offeror will comply with the solicitation's required terms or will satisfy baseline metrics, the protester has not described the substantive difference between these approaches. Verizon has

⁹ The solicitation also provides that "[a] task order may be awarded to the Contractor [. . .] whose submission conforms to the task order requirements (to include all stated terms, conditions, representations, certifications, and all other information required by the Task Order Request Information Sheet and is judged, based on the evaluation factors and sub-factors, to represent the technically acceptable submission with the lowest complete and reasonable price." RFTOP at 6.

also not explained why the use of both evaluations in a single solicitation is improper.¹⁰ On this record, we find that the agency has reasonably satisfied the requirements of DFARS § 215.101-2-70(a)(1)(i).

No Value to Proposal Exceeding Minimum Requirements

Verizon next claims that the agency has not satisfied the DFARS second criterion, which is that “[n]o, or minimal, value will be realized from a proposal that exceeds the minimum technical or performance requirements.” Comments & Supp. Protest at 29-32; see DFARS § 215.101-2-70(a)(1)(ii). In this regard, the protester claims that because the contractor will receive adjectival ratings related to the quality of its performance of this contract, the agency, by definition, must anticipate receiving benefit from a proposal that exceeds performance requirements. Comments & Supp. Protest at 29-32. Verizon asserts that because future past performance assessments will consist of four adjectival ratings from exceptional to marginal, there exists a qualitative difference that must be reflected in the current proposal evaluation methodology. *Id.*

DISA responds that its minimum standards are already “high” and that it has no need of performance that exceeds these standards. COS/MOL at 28. The agency notes that the protester’s argument about future performance ratings does not mean that it will derive any value from a proposal that exceeds the performance specifications. *Id.*

The RFTOP includes specific metrics that the agency will use to evaluate performance. AR, Tab 14, RFTOP attach. 6, Quality Assurance Surveillance Plan at 2-4. The solicitation further provides that a contractor must meet these performance levels 99.95 percent of the time. *Id.* at 5. With regard to the second DFARS criterion, DISA concluded that it “will not realize any value from offerors exceeding the minimum specifications in the PWS. There is no value the Government would be willing to pay for from a proposal that exceeds the minimum technical/performance requirements, as there is nothing unique required by the Government; no service engineering being

¹⁰ Verizon also argues that the agency both failed to advise offerors of the completeness evaluation and failed to include all elements of the PWS in the technical evaluation. Supp. Comments & Supp. Protest at 21-22. To the extent that the protester now contends that this approach is impermissible, the protest ground is untimely. 4 C.F.R. § 21.2(a)(1). The solicitation described three subfactors that the agency would use to evaluate a proposal’s acceptability. RFTOP at 7-8. These subfactors relate to specific portions of the PWS. *Id.* The solicitation also contained the proposal completeness requirement. *Id.* at 5. The protester raised this ground in a second supplemental protest filed on May 29, more than 10 days after the April 3 due date for proposals. Supp. Comments & Supp. Protest at 22 n.7. Although Verizon contends it timely filed its protest within 10 days of learning of this approach from the supplemental agency report, the supplemental agency report refers to the RFTOP. Supp. COS/MOL at 12 (citing RFTOP at 5). The basis for this protest ground existed at the time the protest was filed and, accordingly, this protest ground is dismissed as untimely.

performed, or network as a service requirement. . . . [T]he service simply must be managed to meet the minimum specifications in the PWS.” AR, Tab 5, Memorandum for Record at 5. The agency also states that it is willing to accept the minimal service outages that are within the key performance indicators rather than pay for a higher level of service. *Id.*

We find that the protester’s arguments here are misplaced. The fact that a solicitation anticipates future evaluations of the awardee’s performance of the contract specifications does not mean that, as a logical consequence, the agency must find immediate value--here, in the technical evaluation--in a current proposal that offers to exceed the solicitation’s technical specifications.¹¹ In other words, we see nothing unreasonable about the agency finding no value in a proposal that exceeds the minimum performance specifications while simultaneously planning to assess the extent to which the contractor meets those requirements during performance of the contract. Agencies are not required to find merit in all aspects of an offeror’s proposal that exceed the agency’s requirements. *Battelle Mem’l Institute*, B-413570.3 *et al.*, May 23, 2017, 2017 CPD ¶ 174 at 6; *Trailboss Enters., Inc.*, B-415812.2 *et al.*, May 7, 2018, 2018 CPD ¶ 171 at 6. Based on our review of the record, we conclude that none of the protester’s disagreements with the agency’s judgement demonstrate that the use of LPTA award criteria is unreasonable here. *Trailboss, supra*, at 6.

No Value to Future Technological Innovation

Verizon also contends that the agency failed to satisfy the fifth DFARS criterion, to demonstrate that no or minimal additional innovation or future technological advantage will be realized by using a different source selection process. Comments & Supp. Protest at 29-32. The protester theorizes that because the task order has a 12-year period of performance, inclusive of all options, it is likely that there will be technological improvements in that time. *Id.* at 35-36. In this regard, the protester asserts that this contract does not allow offerors to receive credit in their proposals for upgrading the service with technological advances that could become available. *Id.* at 35-37.

The protester uses an example of an agency’s inappropriate use of LPTA source selection methodology for the purchase of “sensitive electronic test equipment that are very technical in nature and require calibration, repair, and software updates during their life cycle” as the basis for arguing that LPTA methodology is similarly inappropriate here. *Id.* at 37. The protester’s example is inapplicable: the services (not goods) sought in the RFTOP are basic commercial communications services “similar to what Verizon would provide a newly opened small business in a mall or office park with basic internet and telephonic capabilities,” and are not comparable to sensitive electronic test equipment. AR, Tab 24, Decl. of DISA EIS Program Manager.

¹¹ DISA notes that the performance standards are very high and it may be difficult for the contractor to exceed them and receive a strong adjectival rating. COS/MOL at 28.

DISA states that it does not require technological advances and “merely needs the contractor to support the industry standards for commercial telecommunications services referenced in the PWS.” AR, Tab 5, Memorandum for Record at 7. Furthermore, to the extent that anticipated technological improvements would result in a lower cost for the specified services, the agency expects that this would be reflected in an offeror’s lower price. *Id.* While the protester contends that the agency would benefit from a procurement that allowed the agency to make tradeoffs in favor of proposals that exceeded the minimum requirements, none of the protester’s disagreements with the agency’s judgement indicate that the use of LPTA award criteria is unreasonable here. We therefore find no basis to sustain the protest. *Trailboss, supra*, at 6.

Specific Limitation on Use of LPTA Procedures

Finally, we address the protester’s argument that the agency has not complied with the DFARS’s specific limitation on the use of LPTA procedures, such that “contracting officers shall avoid, to the maximum extent practicable, using the lowest price technically acceptable source selection process in the case of a procurement that is predominately for the acquisition of [i]nformation technology services[.]” DFARS § 215.101-2-70(a)(2)(i). The protester’s position is that the agency’s analysis is insufficient. Comments & Supp. Protest at 7-11.

DISA asserts that it properly treated the DFARS provision as a limitation, but not a prohibition, on the use of LPTA source selection procedures. Supp. COS/MOL at 6. The agency contends that LPTA procedures are appropriate here because “[n]o technical trade-offs exist because the Agency is unwilling to pay more for any proposals that exceed the minimum PWS requirements.” COS/MOL at 14 (citing AR, Tab 5, Memorandum for Record at 9). DISA found that these procedures were appropriate because it “will realize no benefit from the successful contractor exceeding any of the standards in the PWS . . . there are no technical trade-offs to be made.” AR, Tab 5, Memorandum for Record at 9. *Id.* The agency also states that to use BVTO would “misinform offerors” that a technical tradeoff would be conducted, when in fact, it “is unwilling to pay any additional amount of money for a proposal exceeding any of the PWS requirements.” *Id.*

Verizon argues that the agency’s analysis “cannot be what Congress intended.” Comments & Supp. Protest at 9 (citing AR, Tab 5, Memorandum for Record at 9). But the protester proposes no alternative interpretation, however, asserting only that the agency’s position is, regardless, unreasonable. *Id.* at 11 (“Whatever and wherever that line is [between practicability and impracticability], the agency’s purported justification is unreasonable and contrary to 10 U.S.C. § 2305 Note (c) and DFARS 215.101-2-70(a)(2).”); *see also id.* (“That cannot be what ‘to the maximum extent practicable’ means, whatever its precise definition.”). Verizon thus asks our Office to sustain the protest and find that the agency violated a provision whose meaning the protester does not articulate. *Id.*

Our Office has consistently stated that the contracting agency has the primary responsibility for determining its needs and the best method of accommodating them, and that this principle applies to the contracting format used to purchase the items which the agency has determined necessary. *ICARUS OPS, LLC*, B-415287.2, May 3, 2018, 2018 CPD ¶ 168 at 3. Thus, it is the protester's obligation to establish the solicitation violated applicable procurement laws or regulation. *Sterisyn, Inc.*, B-418366 *et al.*, Apr. 1, 2020, 2020 CPD ¶ 114 at 7; *see also Insero Corp.*, B-417791, B-417791.3, Nov. 4, 2019, 2019 CPD ¶ 370 at 7. Here, Verizon disagrees with the agency's conclusion but provides no basis for us to reject the agency's reasoning. Accordingly, this protest ground is denied. *Trailboss, supra*, at 6 (finding that "none of the protester's disagreements with the agency's judgement demonstrate that the use of LPTA award criteria is unreasonable here").

Adequately Defined Requirements

Verizon alleges the PWS does not align with the agency's statement of its needs as presented in the agency report and, therefore, the agency has failed to draft specifications in a manner than enables offerors to compete intelligently and on a common relatively equal basis. Supp. Comments & Supp. Protest at 5 (internal quotations omitted). Verizon asserts that the agency's description of the services sought is inconsistent with the PWS. *Id.* The protester contends that the "laundry list" of the types of tasks included in real-time support is inconsistent with the requirement for a single point of contact. *Id.* at 8. In particular, the protester contends that the agency's intent to purchase a simple version of managed services that has a central point of contact is not clear, because managed services are found in section 6.3.2 of the PWS, while the requirement of a customer service contact is found in section 6.5.9 of the PWS. *Id.*

As a general rule, an agency must provide offerors with a sufficiently detailed solicitation that enables them to compete intelligently and on a relatively equal basis. *DocMagic, Inc.*, B-415702, B-415702.2, Feb. 16, 2018, 2018 CPD ¶ 96 at 3. The mere allegation that a solicitation is ambiguous or restrictive does not make it so. *Id.* at 4.

As relevant here, PWS section 6.3.2 provides that "[t]he contractor is the agency's single point of accountability for all networks managed under this service." AR, Tab 8, PWS § 6.3.2. Section 6.5.9 of the PWS contains, among its several requirements, that "[t]he contractor POC [point of contact] shall be the single point to coordinate between the COR [contracting officer's representative] and contractor with all installation, billing, troubleshooting, termination services, and general broadband issues for [the] AFRS [Air Force Recruiting Service], during the period of performance." PWS § 6.5.9.

The agency asserts that the RFTOP accurately describes the agency's needs and that any challenge here is untimely. Supp. COS/MOL at 2-3. We agree with the agency that, to the extent that the protester contends that there is a patent ambiguity in the requirements or that the RFTOP does not permit offerors to compete intelligently, that

protest ground is dismissed as untimely because it was filed on May 29, which is after April 3, the date that proposals were due. 4 C.F.R. § 21.2(a)(1).

To the extent that Verizon identifies ambiguities between the agency's briefing in this protest and the terms of the RFTOP, the protester does not explain how it was prejudiced by any alleged inconsistencies.

Competitive prejudice is an essential element of a viable protest, and where the protester fails to demonstrate prejudice, our Office will not sustain a protest. *Phacil, Inc.*, B-406628, July 5, 2012, 2012 CPD ¶ 202 at 6. Here, although Verizon asserted that it was not able to compete with other offerors "on a relatively equal basis," the protester does not describe how it was in a different position from any other offeror. Furthermore, the protester does not explain how the solicitation terms prevented it from competing intelligently. On this record, we find no basis to sustain the protest. *DocMagic, supra*, at 3; *Liquidity Servs., Inc.*, B-409718 *et al.*, July 23, 2014, 2014 CPD ¶ 221 at 16 (denying protest where "the record does not establish that [the agency]'s requirements are fundamentally different than the basis upon which offerors competed.").

The protest is denied.

Thomas H. Armstrong
General Counsel