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## Decision

**Matter of:** Qwest Government Services, Inc. d/b/a CenturyLink QGS

**File:** B-419597; B-419597.2

**Date:** May 24, 2021

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### DIGEST

1. Protest that the agency found the awardee's proposal eligible for award, notwithstanding the proposal's failure to meet a material solicitation requirement, is denied where the record demonstrates that the allegation is based on an unreasonable interpretation of the solicitation's requirements.
  2. Challenge to the reasonableness of the agency's evaluation of the protester's technical proposal is denied where the record demonstrates the evaluation was reasonable and consistent with the solicitation's requirements.
  3. Protest that the agency failed to amend the solicitation to reflect the agency's actual needs is denied where the record demonstrates that the solicitation accurately reflected the agency's requirement.
  4. Protest that the agency's best-value tradeoff analysis was unreasonable is denied where the record shows that the analysis was in accordance with stated evaluation criteria and considered all of the advantages and disadvantages associated with the proposals.
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### DECISION

Qwest Government Services, Inc. d/b/a CenturyLink QGS (CenturyLink) protests the issuance of a task order to Verizon Business Network Services LLC, under request for proposals (RFP) No. 70S0120R00001013, issued by the Department of Homeland

Security (DHS) for Federal Network Protection System services in support of DHS's Cybersecurity and Infrastructure Security Agency. CenturyLink asserts that the agency improperly found Verizon's proposal eligible for award, notwithstanding the proposal's failure to meet a material solicitation requirement. The protester also argues that the agency's evaluation of technical proposals was unreasonable; that the agency failed to amend the RFP to reflect DHS's actual requirement; and that the best-value tradeoff analysis was flawed.

We deny the protest.

## BACKGROUND

This procurement was conducted under the General Services Administration Enterprise Infrastructure Solutions governmentwide acquisition contract. The procurement was conducted in two phases; this protest concerns phase 2.<sup>1</sup>

The RFP contemplated the issuance of a single task order to the firm whose proposal represented the best value to the government, considering two non-price factors--technical capability and past performance--and price. Agency Report (AR), Tab B1g, RFP amend. 0007 (Conformed RFP) (RFP) at 137, 139. The technical capability factor had the following four subfactors, listed in descending order of importance: service availability, scaling approach, technical approach, and project manager. *Id.* at 139. The technical capability factor was slightly more important than the past performance factor; when combined, the two non-price factors were significantly more important than price. RFP at 139. The RFP advised offerors that, "[a]s elements of the non-cost factors become closer in quality, price increases in relative importance." *Id.* at 143.

Under the service availability subfactor, DHS would evaluate the degree to which the proposed integrated master schedule addressed the ability to accommodate increasing numbers of system users by certain deadlines. Specifically, offerors were to provide system capacity for: 1,000,000 users within 3 months of task order issuance; 1,500,000 users within 6 months; 2,125,000 within 12 months; and 3,250,000 within 18 months. *Id.* at 139-140. Under the scaling approach subfactor, the agency would evaluate the "degree to which the milestone scheduling increments provide maximum flexibility for an unpredictable on-boarding schedule[.]" *Id.* at 140. Under the technical approach subfactor, DHS would evaluate, among other things, the degree to which proposed capacity is scalable, the degree to which all performance metrics in the statement of work (SOW) are met, and the degree to which the proposed staffing plan demonstrates the ability to meet the technical requirements. *Id.* at 141. Lastly, under the key

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<sup>1</sup> Under phase 1, the agency evaluated proposals on a pass/fail basis to determine whether an offeror met the RFP's security and the accreditation requirements. Offerors were required to receive a rating of pass on all criteria to advance to phase 2. Verizon, CenturyLink, and one other offeror--all three of whom are incumbent contractors for current DHS contracts performing similar services--submitted phase 1 proposals, and all three advanced to phase 2. Contracting Officer's Statement (COS) at 1.

personnel subfactor, the agency would compare the resume of the proposed project manager to the minimum qualifications for that position set forth in the SOW. *Id.*

Under the past performance factor--the evaluation of which is not challenged in this protest--the agency would evaluate past performance submissions, and perhaps other information, to determine how well the offeror had performed requirements of similar size, scope, and complexity. *Id.* DHS would assign proposals a past performance rating of high confidence, some confidence, neutral, or no confidence. *Id.* at 142.

CenturyLink, Verizon, and a third offeror submitted timely phase 2 proposals. COS at 1. DHS held three rounds of discussions, during the course of which the third offeror was eliminated from the competition. *Id.* at 1-2. CenturyLink and Verizon submitted timely final proposal revisions. The technical evaluation team (TET) identified the advantages and disadvantages of each proposal under the four subfactors of the technical capability factor. The TET then performed a comparative analysis of the subfactor evaluation results to determine which proposal was considered most advantageous under each subfactor and under the technical capability factor as a whole. *Id.* The chart below summarizes the ratings assigned CenturyLink's and Verizon's proposals, as well as the proposals' total prices:

<b>Factors and Subfactors</b>	<b>CenturyLink</b>	<b>Verizon</b>
<b>Technical Capability</b>	Most Advantageous	
Service Availability	Exceeds	Exceeds
Scaling Approach	Meets	Meets
Technical Approach	Exceeds	Exceeds
Key personnel	Meets	Meets
<b>Past Performance</b>	High Confidence	High Confidence
<b>Price</b>	\$283,790,911	\$157,630,587

AR, Tab F2, Best-Value Recommendation Memorandum<sup>2</sup> at 3, 4, 7, 11.

The task order selection official reviewed the TET report, the contracting officer's best-value recommendation memorandum, and the price analysis memorandum. AR, Tab F3, Selection Decision Memorandum at 1. The task order selection official noted the determination that CenturyLink's technical proposal was the most advantageous to the agency was based on CenturyLink's proposed faster deployment of objective capabilities, including the immediate availability of seven objective capabilities,<sup>3</sup> as well

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<sup>2</sup> The contracting officer prepared the best-value recommendation for the task order selection official. The memorandum included an analysis of the offerors' proposals and an award recommendation. *Id.* at 1.

<sup>3</sup> The RFP defined both threshold capabilities and objective capabilities, and provided that objective capabilities "shall be developed and deployed during the period of performance for this contract." RFP at 51. Examples of objective capabilities include

as the capacity to support the maximum number of users at the time of award. AR, Tab F3, Selection Decision Memorandum at 4. The task order selection official further noted that Verizon proposed to have immediate availability of five objective capabilities, four of which matched CenturyLink's proposed capabilities. *Id.* In the task order selection official's view, the "objective capabilities on which the CenturyLink and the Verizon proposals differ do not provide additional benefits to the Government that would warrant a \$126,160,323.18 total evaluated price premium." *Id.*

While CenturyLink proposed the infrastructure to support the maximum number of users at the time of award, which would reduce the risk associated with infrastructure expansion, the task order selection official concluded that "the Government is not able to adjust its [tiered] migration schedule to take full advantage of CenturyLink's capacity to accommodate the maximum number of users at time of award." *Id.* The task order selection official concluded that the "combined benefit of CenturyLink's non-price advantages does not warrant paying such a large price premium (80% more), even considering that the non-price factors are significantly more important than price." *Id.* The task order selection official selected Verizon's proposal as offering the best value to the agency, *id.*, and this protest followed.<sup>4</sup>

## DISCUSSION

CenturyLink asserts that the agency unreasonably found Verizon's proposal eligible for award, notwithstanding its failure to meet a material solicitation requirement. The protester also asserts that the evaluation of its own technical proposal was unreasonable. The protester further argues that the agency failed to amend the RFP to reflect DHS's actual requirement; and that the best-value tradeoff analysis was flawed. As discussed below, we deny the first allegation because it is based on an unreasonable interpretation of the solicitation's requirements, and the second because the record demonstrates that the evaluation was reasonable and consistent with the RFP. The record also provides no support for the other two allegations, and we likewise deny them.<sup>5</sup>

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[DELETED]. *Id.* In contrast, the RFP required threshold capabilities to be operational at the time of task order issuance. *Id.*

<sup>4</sup> Because the protest here involves a task order placed under a civilian agency indefinite-delivery, indefinite-quantity contract, and the task order is valued at more than \$10 million, our Office has jurisdiction to consider the protest. 41 U.S.C. § 4106(f)(1)(B).

<sup>5</sup> While our decision addresses most of CenturyLink's allegations, we considered all of them and find that none of them have merit.

## Evaluation of Technical Proposals and Interpretation of the RFP Requirement

CenturyLink argues that the agency unreasonably found Verizon's proposal eligible for award, notwithstanding the proposal's failure to comply with a material term of the solicitation.<sup>6</sup> Specifically, the protester alleges that Verizon did not propose to meet the solicitation requirement for full operational capability (FOC) within 18 months of task order issuance. Comments and Supp. Protest at 35, *citing* RFP section C.3.a.4. DHS argues that CenturyLink's interpretation of the solicitation is unreasonable and that the agency reasonably evaluated Verizon's proposal as conforming to the RFP's requirements. Request for Dismissal at 5-6.

Where a dispute exists as to a solicitation's actual requirements, we begin by examining the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Desbuild Inc.*, B-413613.2, Jan. 13, 2017, 2017 CPD ¶ 23 at 5. If the solicitation language is unambiguous, our inquiry ceases. *Id.* An ambiguity, however, exists where two or more reasonable interpretations of the solicitation are possible.<sup>7</sup> *Id.* Here, as explained below, we conclude that the disputed term of the solicitation was not ambiguous because the term is susceptible to only one reasonable interpretation.

We agree with DHS that its interpretation of the RFP is reasonable. As noted above, RFP section C.3.a sets forth the following required timeline for providing capacity for potential future users: 1,000,000 users within 3 months; 1,500,000 users within 6 months; 2,125,000 users within 12 months; and 3,250,000 users within 18 months. RFP at 9-10. The agency contends that the last milestone--3,250,000 user capacity within 18 months of issuance of the task order--was full operational capability. The RFP advised offerors that "[t]he expansion plan, which meets the milestones, shall be included in the contractor's service delivery plan (SDP) deliverable." *Id.* We agree with the agency that this portion of the RFP may reasonably be understood to advise offerors of the deadlines for increasing capacity to accommodate future users.

We next consider whether CenturyLink's interpretation of the RFP's requirements is also reasonable. CenturyLink also interprets RFP section C.3.a.4 as imposing a

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<sup>6</sup> In a negotiated procurement, a proposal that fails to conform to the material terms and conditions of the solicitation is unacceptable and may not form the basis for award. *Ahtna-RDI JV, Inc.*, B-418012.6, B-418012.7, Jan. 5, 2021, 2021 CPD ¶ 14 at 6.

<sup>7</sup> If the ambiguity is an obvious, gross, or glaring error in the solicitation, it is a patent ambiguity; a latent ambiguity is more subtle. *Colt Def., LLC*, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8. Where there is a latent ambiguity, both parties' interpretations of the provision may be reasonable, and the appropriate course of action is to clarify the requirement and afford offerors an opportunity to submit proposals based on the clarified requirement. *Id.*

requirement that offerors meet full operational capability within 18 months of the issuance of the task order. The protester's interpretation diverges from the agency's, however, because CenturyLink further contends that full operational capability is not the capacity for 3,250,000 users. Rather, CenturyLink argues that full operational capability means that an offeror will have met all of the RFP's objective capabilities. Comments and Supp. Protest at 8.

CenturyLink asserts that, on its face, Verizon's proposal demonstrated that the awardee did not intend to meet all of the RFP's objective capabilities within 18 months of task order issuance, and therefore, the agency should have found Verizon's proposal ineligible for award. The agency argues--as discussed above--that meeting the requirement for full operational capability within 18 months means providing the capacity for 3,250,000 users--as opposed to satisfying all of the RFP's objective capabilities--within 18 months. Request for Dismissal at 4. Moreover, the agency contends that CenturyLink's claimed interpretation of the RFP is inconsistent with the protester's prior interpretation of this RFP provision. *Id.* at 5-6. As explained below, we agree with DHS that CenturyLink's interpretation of the RFP's FOC requirement advanced in its supplemental protest is inconsistent with the interpretation that informed the protester's proposal, and we therefore find the protester's most recent interpretation unreasonable.

The integrity of the protest process does not permit a protester to espouse one interpretation or position during the procurement, and then argue during a protest that the interpretation or position is unreasonable or otherwise improper. *IBM Global Bus. Servs.*, B-298833.4, B-298833.5, Mar. 1, 2007, 2007 CPD ¶ 82 at 6.

The record supports DHS's contention that, at the time of proposal submission, CenturyLink interpreted the RFP's requirement for full operational capability to mean providing the capacity for 3,250,000 users, and not to mean satisfying all of the RFP's objective capabilities. The agency provides several quotations from CenturyLink's proposal; for example, DHS notes that the protester's proposal stated: "[DELETED]." Request for Dismissal at 5, *quoting* AR, Tab C10, CenturyLink Proposal Vol. 1 at 11. The agency also notes that CenturyLink's proposal reiterated that claim, stating: "[DELETED]." Request for Dismissal at 5, *quoting* AR, Tab C10, CenturyLink Proposal Vol. 1 at 11 (emphasis in original).

Those two representative proposal quotations demonstrate that, at the time of proposal submission, CenturyLink interpreted full operational capability to mean providing the capacity for 3,250,000 users.<sup>8</sup> The agency also argues that CenturyLink's that proposal claimed to meet full operational capability on day one of contract performance, and repeated those claims in its initial protest without, itself, proposing to meet all of the objective capabilities of the RFP on day one. Request for Dismissal at 6. Thus, DHS

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<sup>8</sup> CenturyLink did not address DHS's contention that the protester's proposal assumed that full operational capability meant the capacity for 3,250,000 users. See Response to Request for Dismissal at 2-6.

contends, it is clear from the record that, prior to filing the supplemental protest in this case, CenturyLink did not interpret full operational capability to also require satisfying the RFP's objective capabilities. See *id.*

The agency argues that because CenturyLink--in its proposal and initial protest--did not understand full operational capability to include deployment of all objective capabilities, the protester "cannot be allowed to now base a supplemental protest on a different interpretation of the same term." *Id.* We agree, and we therefore conclude that CenturyLink's interpretation of the FOC requirement is unreasonable. Because the RFP is susceptible to only one reasonable interpretation, it is unambiguous. DHS's evaluation applied the one reasonable interpretation--that full operational capability meant simply the capacity for 3,250,000 users, and the deadline for meeting that capacity requirement was 18 months from task order issuance. Verizon proposed to meet the 3,250,000 user capacity requirement by that 18-month deadline, and, thus, the allegation that the agency unreasonably found Verizon's proposal eligible for award is without merit.<sup>9</sup>

CenturyLink also contends that the agency unreasonably failed to evaluate its proposal as exceeding solicitation requirements under the scaling approach subfactor of the technical capability factor. Protest at 13-17. DHS contends that its proposal evaluation was reasonable and that the protester's challenge "represents mere disagreement with the judgment of the Agency's evaluators." Memorandum of Law (MOL) at 8.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp., B-413120.3 et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15. Our Office will review evaluation challenges to task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. *Id.* at 15-16. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Id.* at 16.

CenturyLink argues that DHS failed to recognize that its proposal was more advantageous than Verizon's under the scaling approach subfactor. Comments and Supp. Protest at 34. The agency asserts that it reasonably concluded that the most significant benefit of CenturyLink's day-one FOC advantage--mitigating the technical

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<sup>9</sup> CenturyLink also argues, based on this unreasonable interpretation of the solicitation, that Verizon's proposal failed to meet the RFP's deadline for completion of one of the objective capabilities--[DELETED]. Comments and Supp. Protest at 13-14. Because we conclude that the RFP did not contain an 18-month deadline for offerors to meet the objective capabilities, this allegation is dismissed as failing to state a valid basis of protest. 4 C.F.R. § 21.1(f). CenturyLink's allegation that its relatively higher proposed price resulted from its unique conformance to the RFP's requirements, see Comments and Supp. Protest at 16-17, is similarly dismissed.

risk of having user migration delayed by inadequate user capacity--was appropriately considered under the technical approach subfactor, rather than the scaling approach subfactor. AR, Tab A.3, TET Lead Statement of Facts ¶¶ 7-12. The record confirms that the agency evaluation considered CenturyLink's day-one full operational capability advantage under the technical approach subfactor. See AR, Tab D1, TET Report at 6. Consequently, DHS assigned the protester's proposal a rating of "exceeds" under the technical approach subfactor. *Id.* CenturyLink did not address the agency's assertion that DHS reasonably considered CenturyLink's FOC advantage under the technical approach subfactor, rather than the scaling approach subfactor. See Comments and Supp. Protest at 33-35.

Notwithstanding a protester's focus on the assigned adjectival ratings, our decisions provide that adjectival ratings are merely guides for intelligent decision-making in the procurement process. *Raytheon Blackbird Techs., Inc.*, B-417522, B-417522.2, July 11, 2019, 2019 CPD ¶ 254 at 6 n.3. The relevant question here is thus not what adjectival rating should have been assigned by the agency, but whether the underlying evaluation is reasonable and supports the source selection decision. *INDUS Tech., Inc.*, B-411702 *et al.*, Sept. 29, 2015, 2015 CPD ¶ 304 at 4.

Here, we think that the agency reasonably considered CenturyLink's day-one full operational capability under the technical approach subfactor. Regardless, there is no dispute that DHS considered the advantage to the agency of this unique feature of the protester's proposal. As discussed immediately below, the agency's best-value tradeoff analysis included consideration of the value to DHS of CenturyLink's proposal to provide full operational capability at the start of task order performance. AR, Tab F3, Source Selection Decision Memorandum at 3. Because the record contains no showing by the protester that the agency's decision to consider that proposal advantage under the technical approach subfactor was unreasonable, this allegation is without merit.

#### Challenge to the Reasonableness of the Best-Value Tradeoff Analysis

CenturyLink challenges the reasonableness of the agency's best-value tradeoff analysis, asserting that it contains numerous flaws. Comments and Supp. Protest at 27-38. The agency contends that its best-value tradeoff analysis was reasonable and consistent with the requirements of the solicitation. MOL at 9-10.

Where, as here, a procurement provides for issuance of a task order on a best-value tradeoff basis, it is the function of the selection official to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. See *Engility Corp.*, *supra*. Source selection officials have broad discretion in determining the manner and extent to which they will make use of technical and price evaluation results when conducting a tradeoff analysis. *Valiant Gov't Servs., LLC*, B-416488, Aug. 30, 2018, 2018 CPD ¶ 311 at 3. The agency's rationale for any price/technical tradeoffs made and the benefits associated with the price premium must be adequately documented. Federal Acquisition Regulation (FAR) 16.505(b)(1)(iv)(D), (b)(7)(i). Sufficient documentation establishes that the agency was aware of the relative



merits and prices of the competing proposals and that the source selection was reasonably based. *Engility Corp., supra.*

CenturyLink sets up a straw man argument, asserting that “[t]he Government characterized CenturyLink’s Proposal as being one that ‘did not yield benefits to the Government or the taxpayers of the United States of America.’” Comments and Supp. Protest at 29, *quoting* COS at 4. This misrepresents the agency’s argument, which is clear when the protester’s selective quotation is placed in context. The contracting officer claimed that “the advantages of CenturyLink’s proposal did not yield benefits to the Government or the taxpayers of the United States of America that warranted paying the premium of \$126,160,323.19 or 80%, when Verizon submitted a highly rated (though less advantageous) technical proposal as well.” COS at 4. The contracting officer, moreover, was reiterating the findings of the task order selection official, who concluded that, while “CenturyLink’s technical proposal is the most advantageous to the Government,” the “combined benefit of CenturyLink’s non-price advantages does not warrant paying such a large price premium (80% more), even considering that the non-price factors are significantly more important than price.” AR, Tab F3, Source Selection Decision Memorandum at 4. There is no merit to the protester’s assertion that DHS’s source selection analysis found that CenturyLink’s proposal offered no benefits to the agency.

CenturyLink contends that the agency’s selection of Verizon’s proposal was inconsistent with the evaluation criteria because, while the solicitation specified that non-price factors were significantly more important than price, the government concluded that “it could not justify paying a price premium despite CenturyLink’s ‘Most Advantageous’ proposal.” Comments and Supp. Protest at 32. DHS argues that the selection decision was reasonable where “the solicitation advised offerors that price would increase in relative importance as elements of the non-price factors become closer in quality.” MOL at 10, *citing* RFP at 143 (noting that, “[a]s elements of the non-cost factors become closer in quality, price increases in relative importance”). Here, DHS assigned the proposals similar ratings under the technical capability subfactors and the past performance factor. The proposed prices were far different, however, with CenturyLink’s proposed price representing an approximately 80 percent premium over Verizon’s. The record provides no basis on which to conclude that the task order selection official abused the broad discretion afforded the agency in trading off price and technical, and this allegation is denied. *Valiant Gov’t Servs., LLC, supra.*

#### Failure to Amend the RFP to Reflect DHS’s Actual Requirement

As noted above, DHS’s source selection decision stated that “the Government is not able to adjust its migration schedule to take full advantage of CenturyLink’s capacity to accommodate the maximum number of users at time of award.” AR, Tab F3, Source Selection Decision Memorandum at 4. CenturyLink argues that if it had “been aware of the Agency’s inability to take advantage of CenturyLink’s Proposal with regards to its Day One FOC schedule, it would have presented a lower proposed price rather than the aggressive schedule invited by the Solicitation Pricing Instructions and the Evaluation Criteria.” Comments and Supp. Protest at 23. The protester contends that “the

Government failed to inform CenturyLink that it would not be able to take full advantage of these benefits, including Day 1 FOC, which materially increased CenturyLink's price." *Id.* DHS argues that this evaluation statement does not reflect information known to the Government but undisclosed to the offerors and that the agency's evaluation was reasonable. MOL at 5.

Where an agency's requirements change in a material way after a solicitation has been issued, the agency must generally issue an amendment and afford all offerors an opportunity to compete for its changed requirements. FAR 15.206(a); see *Occam Sols., Inc.*, B-415422, B-415422.2, Jan. 9, 2018, 2018 CPD ¶ 22 at 4.

At issue, the agency contends, is the requirement to transition "the required services from multiple existing contracts to a single new vehicle, which the offerors were aware of as the incumbents under the existing contracts." MOL at 5. In addition to the initial 2,125,000 users, DHS anticipated growth in the user base up to a maximum of 3,250,000, which, as discussed above, is full operational capability. MOL at 5, *citing* RFP section C.3.a. The task order selection official noted that the agency evaluated CenturyLink's proposal as most advantageous under the technical capability factor "because the offeror has the infrastructure to support the maximum number of users at the time of award which will reduce the risk associated with infrastructure expansion." AR, Tab F3, Source Selection Decision Memorandum at 4. The task order selection official further noted that the agency was "not able to adjust its migration schedule to take full advantage of CenturyLink's capacity to accommodate the maximum number of users at time of award." *Id.*

CenturyLink challenges as inaccurate the agency's migration schedule--asserting that the agency either should have alerted offerors to the agency's inability to accelerate it or should have amended the RFP to reflect the agency's actual requirement. The clearly stated requirement, however, was for increasing levels of user capacity, and CenturyLink has not challenged as inaccurate those requirements. Comments and Supp. Protest at 33-35. Moreover, nothing in the record suggests that those tiered capacity requirements were an inaccurate estimate of the agency's needs, such that DHS should have changed the RFP requirement through solicitation amendment. This allegation is without merit.

In the alternative, CenturyLink argues that the agency engaged in misleading discussions when DHS "led CenturyLink to believe that the schedule for the Threshold Capabilities as well as the Objective capabilities were of paramount importance[.]" *Id.* at 17. The protester does not cite any legal support for its assertion that discussions were misleading. See *id.* at 17-18.

The regulations concerning discussions under FAR part 15, which pertain to negotiated procurements, do not, as a general rule, govern task and delivery order competitions conducted under FAR part 16, such as the competition for the task order here. *M.A. Mortenson Co.*, B-413714, Dec. 9, 2016, 2016 CPD ¶ 361 at 8. Section 16.505 of the FAR does not establish specific requirements for discussions in a task order competition; nonetheless, when exchanges with the agency occur in task order

competitions, they must be fair and not misleading. *Id.* In our decisions discussing an agency's obligations in conducting discussions under FAR part 15, we have consistently stated that an agency may not mislead an offeror--through the framing of a discussion question or a response to a question--into responding in a manner that does not address the agency's concerns, or misinform the offeror concerning a problem with its proposal or about the government's requirements. *Id.* at 8-9.

The allegation that the agency failed, during discussions, to clarify its requirement, does not state a valid basis of protest--that is, it is not an allegation that the agency's conduct of discussions was unfair or that the agency failed to address a problem with the protester's proposal. *See id.* Moreover, as argued by the intervenor, CenturyLink has failed to demonstrate that it was prejudiced by the allegedly misleading discussions. Intervenor's Comments at 6.

Competitive prejudice is an essential element of a viable protest. *See Allworld Language Consultants, Inc.*, B-414244, B-414244.2, Apr. 3, 2017, 2017 CPD ¶ 111 at 13. Unsupported assertions that an offeror would have lowered its price are generally inadequate to establish prejudice. *See XTec, Inc.*, B-418619 *et al.*, July 2, 2020, 2020 CPD ¶ 253 at 6.

Verizon contends that CenturyLink failed to show "how a general 'capacity' that is available on Day One of the contract could drive up CenturyLink's price in any meaningful way, particularly given that CenturyLink already has this capacity in place as a result of its incumbent contract." Intervenor's Comments at 6, *citing* AR, Tab C10, CenturyLink Technical Proposal at 11 (noting that CenturyLink "[DELETED]") (emphasis in proposal). Verizon argues that CenturyLink's claim that its "approach increased the price of its Proposal due to the earlier provision of staffing, services and equipment for its accelerated schedule" is the type of vague, unsubstantiated, and unqualified claim that provides no basis on which to find that a protester was prejudiced. *See* Intervenor's Comments at 6 n.3, *quoting* Protest at 3.

We agree with Verizon that the protester has not demonstrated that it was prejudiced by the alleged inaccuracy in the terms of the RFP--either because the agency failed to amend the RFP or conducted misleading discussions. The related allegations that the agency failed to amend the RFP to reflect its actual needs, and that the agency conducted misleading discussions, are without merit.

The protest is denied.

Thomas H. Armstrong  
General Counsel