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# Decision

**Matter of:** Systems Planning and Analysis, Inc.

**File:** B-421967.2

**Date:** July 30, 2024

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## DIGEST

1. Protest challenging the agency's technical evaluation is denied where the record shows that the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria.

2. Protest challenging the agency's conduct of discussions is denied where the agency's exchanges in a task order competition were not misleading.

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## DECISION

Systems Planning and Analysis, Inc., (SPA) of Alexandria, Virginia, protests the issuance of a task order to Science Applications International Corporation (SAIC) of Reston, Virginia, under task order request for proposals No. HDTRA1-23-R-0007, issued by the Department of Defense, Defense Threat Reduction Agency, for nuclear enterprise advisory and assistance services.<sup>1</sup> The protester argues that the agency conducted misleading discussions that led it to submit a proposal the agency rejected as unacceptable.

We deny the protest.

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<sup>1</sup> Although the solicitation states that it is a task order request for proposals, the parties refer to the solicitation as a request for proposals (RFP), and we refer to the solicitation as an RFP for the sake of simplicity.

## BACKGROUND

The agency issued the RFP on November 18, 2022, pursuant to Federal Acquisition Regulation (FAR) section 16.505 procedures, to holders of the General Services Administration's (GSA) One Acquisition Solution for Integrated Services (OASIS) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contracts. Agency Report (AR), Tab D, RFP amend. 0002 at 1, 7, 22, 26.<sup>2</sup> The solicitation sought advisory and assistance services in support of the Defense Threat Reduction Agency's Nuclear Enterprise Directorate to research, plan, design, develop, implement, integrate, test, apply, and evaluate emerging and mature technologies for the agency's customers.<sup>3</sup> AR, Tab E, PWS at 1. The RFP contemplated the issuance of a single cost-plus-fixed-fee task order to be performed for a base period of one year, with four option years. RFP at 23.

The RFP provided for the issuance of the task order on a best-value tradeoff basis, considering three factors: (1) mission capability, which included management and technical approach; (2) past performance; and (3) cost. RFP at 25-26. The solicitation specified that the mission capability and past performance factors were equally important and were more important than the cost factor. *Id.* at 26.

For the mission capability factor, proposals were to be assigned an adjectival rating of outstanding, acceptable, or unacceptable. *Id.* at 26-27. As relevant here, the solicitation instructions included the following language:

The mission capability volume should describe the offeror's capability to satisfy the requirements of this solicitation. . . . Offerors are reminded that . . . the offeror is responsible for providing sufficient detail to enable the government to evaluate the proposal. . . . Offeror responses will be evaluated against the mission capability elements defined in section M, "Evaluation Factors for Award."

*Id.* at 14.

With respect to the mission capability factor, the solicitation also advised in section M that the agency "will evaluate the extent to which the offeror's proposal demonstrates the ability to manage the requirements of the PWS, from assembling a balanced team

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<sup>2</sup> The agency amended the RFP four times. References to the RFP are to the second amendment provided by the agency, as sections L and M, which provide the instructions and evaluation criteria, were last updated under this amendment. All citations are to the Adobe PDF page numbers of the documents referenced in this decision, unless otherwise paginated.

<sup>3</sup> The Nuclear Enterprise Directorate broadly works to develop, improve, and promulgate nuclear security technologies and research to the United States and allied governmental organizations. Performance Work Statement (PWS) at 1.

of experts, to providing the disciplines and skill sets for each requirement.” *Id.* at 27. The solicitation provided for the assessment of strengths, weaknesses, and deficiencies under the mission capability factor. *Id.* The solicitation defined an unacceptable proposal as one that “contains one or more deficiencies . . . [and] is un-awardable.” *Id.* Under the past performance factor, the solicitation advised that proposals would be assigned a confidence rating. *Id.* at 29. Under the cost factor, the solicitation provided for an evaluation based on completeness, reasonableness, and realism. *Id.* at 30.

On or before the solicitation’s December 23, 2022 closing date, the agency received four proposals, including from SPA and SAIC. RFP at 1; see AR, Tab AP, Source Selection Decision Document Post-Corrective Action (SSDD) at 2. The agency evaluated the proposals and selected SAIC for award, and SPA filed its first protest with our Office, challenging various aspects of the agency’s discussions, evaluation, and award decision. The agency proposed to take corrective action--specifically, to include the protester in the competitive range for discussions, request proposal revisions, and make a new source selection determination--and we dismissed that protest as academic. *Systems Planning and Analysis, Inc.*, B-421967, Sept. 28, 2023 (unpublished decision).

Pursuant to that corrective action, the agency opened discussions, and SPA--whose proposal had previously received a rating of outstanding under the mission capability factor--did not receive any evaluation notices identifying deficiencies in its proposal. The agency then amended the solicitation, to include new requirements reflected in a revised PWS, and issued a letter to the offerors requesting revised proposals. In the letter to offerors, the agency advised offerors that they could make revisions in response to the evaluation notices they received during the discussions process, which the letter cautioned “will be evaluated against the original evaluation criteria.”<sup>4</sup>

Regarding the changes to the PWS, the record reflects that the agency made material changes in certain sections of the revised PWS. For example, the agency changed PWS section 4.7 from the original requirement--to provide instructor(s) for nuclear planning and targeting--to a different requirement to provide instructor(s) for explosive ordnance disposal. AR, Tab B, PWS Redline Version at 8; Contracting Officer’s Statement (COS) at 9. Similarly, the agency added a requirement to provide training area management in section 4.14 of the revised PWS. AR, Tab B, PWS Redline Version at 13; AR, Tab E, Revised PWS at 12. The agency also received and answered questions from the offerors. See AR, Tab F, Request for Revised Proposals Questions and Answers (Q&A). The agency received revised proposals from SAIC and SPA<sup>5</sup> and evaluated them as follows:

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<sup>4</sup> As noted above, sections L and M, which provide the instructions and evaluation criteria, were last updated under the previously issued second amendment to the solicitation.

<sup>5</sup> While a third offeror submitted a revised proposal, that proposal was not evaluated as it was untimely. COS at 17.

	Mission Capability	Past Performance	Cost
SAIC	Outstanding	Substantial Confidence	\$84,878,037
SPA	Unacceptable	Substantial Confidence	\$76,982,268

COS at 17, 20.

Under the mission capability factor, the agency’s evaluators identified five strengths in SPA’s revised proposal, but also assessed a deficiency, finding that SPA’s revised proposal addressed the requirements of sections 4.7, 4.8, and 4.14 from the original PWS, not the requirements set forth in the revised PWS provided to the offerors.<sup>6</sup> AR, Tab AP, SSDD at 10. As a result, the evaluators stated that “[t]his material failure introduces risk to contract performance and . . . [t]here is insufficient information to show the offeror understands or can meet the requirements in PWS 4.7, 4.8, or 4.14.” *Id.* The agency found that, in accordance with the terms of the solicitation, SPA’s proposal’s unacceptable rating rendered it ineligible for award. *Id.* at 20. The agency again selected SAIC for award.

On April 5, 2024, the agency notified SPA that it had selected SAIC as the awardee. Protest, exh. J, Letter to Unsuccessful Offeror at 1. After a debriefing, this protest followed.<sup>7</sup>

## DISCUSSION

SPA challenges various aspects of the agency’s evaluation. The protester alleges that the agency unreasonably rated its proposal unacceptable under the mission capability factor. Relatedly, SPA argues that the agency conducted misleading discussions that led it to submit a proposal the agency rejected as unacceptable under the mission

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<sup>6</sup> For example, section 4.7 of the revised PWS requested an instructor for explosive ordnance disposal courses, but SPA’s proposal, in referencing PWS section 4.7, proposed a nuclear incident and accident response course instructor. AR, Tab AP, SSDD at 10; AR, Tab H, SPA Volume II Mission Capability at 132.

<sup>7</sup> For purposes of determining the applicable dollar value threshold for our Office’s jurisdiction to hear protests in connection with the issuance of a task or delivery order, we analyze the statutory authority (*i.e.*, title 10 or title 41 of the United States Code) under which the IDIQ contract was established, rather than the authority applicable to the agency that issued the task or delivery order. Here, although the task order will be in support of a Department of Defense organization, OASIS is a civilian agency IDIQ contract awarded by GSA. As such, the protest is within our Office’s jurisdiction because the value of the order to be issued exceeds \$10 million. See 41 U.S.C. § 4106(f); *Analytic Strategies LLC; Gemini Indus., Inc.*, B-413758.2, B-413758.3, Nov. 28, 2016, 2016 CPD ¶ 340 at 4-5.

capability factor. We have reviewed all of SPA's assertions and find no basis to sustain its protest.

#### Reasonableness of Mission Capability Factor Rating

The protester alleges that the agency unreasonably rated its proposal as unacceptable under the mission capability factor. Specifically, SPA contends that its failure to submit an acceptable proposal should be excused based on its understanding that such revisions were "optional," Comments at 4, by pointing to a documented Q&A session that the agency conducted after it issued the request for revised proposals. See AR, Tab F, Request for Revised Proposals Q&A. The protester contends that it asked the agency if changes to proposals responding to the revised PWS would be evaluated, and the agency responded that any "revisions to Volume II [the mission capability factor] based on [evaluation notices] will be evaluated against the initial evaluation criteria," and "[i]f no revisions to Volume II are provided, the most recent version will be used in the overall evaluation."<sup>8</sup> *Id.* at 2. The protester argues that the agency's response led SPA to believe that it did not need to revise its mission capability volume. Protest at 13-14. The protester asserts that "[i]f the [a]gency wanted offerors to revise proposals to address the changed PWS sections, the [a]gency should have said so. . . . But, it did not." *Id.* at 14. SPA argues that the agency first "assured offerors that its evaluation would be based *only* on responses to [evaluation notices] or addenda added to the proposal" and then unreasonably assessed a deficiency in SPA's mission capability proposal despite SPA's understanding that revisions under the mission capability factor were "optional." Comments at 3-4.

The agency responds that the protester's revised proposal failed to address entire portions of the solicitation requirements, as reflected in the revised PWS, and that it reasonably identified a deficiency in SPA's proposal under the mission capability factor. MOL at 5-6. The agency asserts that SPA is attempting to argue that it should be excused for its "failure to comply with clearly stated, routine solicitation instructions to propose to all the agency's requirements." *Id.* at 8. The agency also notes that the solicitation instructions, which required offerors to describe their capability to satisfy the

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<sup>8</sup> Specifically, SPA submitted a lengthy question noting that the PWS had been revised in various areas, assumed that those revisions "could not have been identified during discussions as weaknesses" given that the revisions occurred after discussions, and asked that "the government please confirm that the technical/management approach will not be reevaluated against the revised [PWS.]" AR, Tab F, Request for Revised Proposals Q&A at 2. The agency's answer stated in pertinent part that (1) any revisions *based on evaluation notices* would be evaluated against the initial evaluation criteria, but (2) proposal *addendums* (addressing revised PWS requirements) would be evaluated anew, based on the criteria provided in the request for revised proposals, and (3) cautioned that both types of changes could affect a proposal's overall technical/management rating. *Id.* While the agency's response was not a model of clarity, we do not agree with the protester's suggestion that it negated an offeror's obligation to respond to changed requirements in the PWS.

requirements of the solicitation, clearly demonstrate that offerors needed to address the revised PWS requirements. *Id.*; see RFP at 14. The agency contends that its answer to the protester's question, as documented in the Q&A, confirmed to the protester that its technical and management approach under the mission capability factor would be evaluated against the evaluation criteria in section M, which had remained unchanged by the final solicitation amendment. MOL at 11. The agency argues that SPA unreasonably hopes to persuade our Office that its question effectively asked whether SPA could disregard certain solicitation requirements; namely, the requirements added to the revised PWS. *Id.* at 11-12.

The evaluation of an offeror's technical proposal is a matter within the agency's broad discretion and our Office will not substitute our judgment for that of the agency; rather, we will examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's stated evaluation criteria and applicable procurement statutes and regulations. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 7. A protester's disagreement with an agency's evaluation judgments, without more, does not establish that the agency acted unreasonably. *Federal Acquisition Servs. Alliant JV, LLC*, B-415406.2, B-415406.3, Apr. 11, 2018, 2018 CPD ¶ 139 at 7. Furthermore, an offeror bears the burden of submitting an adequately written proposal and runs the risk of an unfavorable evaluation when it fails to do so. *Harmonia Holdings Grp., LLC*, B-419488.4, July 21, 2021, 2021 CPD ¶ 296 at 5. In addition, where a dispute exists as to a solicitation's requirements, we begin by examining the plain language of the solicitation. *Bluehorse Corp.*, B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5. When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *NTT Data Servs. Fed. Gov't, LLC*, B-419197.2, July 6, 2021, 2021 CPD ¶ 253 at 10.

We agree with the agency that it reasonably assessed a deficiency in SPA's proposal under the mission capability factor for failing to address solicitation requirements in the revised PWS. The solicitation clearly advised offerors that the agency "will evaluate the extent to which the [o]fferor's proposal demonstrates the ability to manage the requirements of the PWS." RFP at 27. The record shows that the revised PWS contained material changes in various sections. See AR, Tab B, PWS Redline Version. Further, the record shows, and the protester acknowledges, that it did not revise its mission capability volume to reflect the revised PWS. See AR, Tab AP, SSDD at 10. In other words, the record shows that the PWS requirements are part of the solicitation, the solicitation's evaluation criteria cautioned offerors that they would be evaluated based on their approach to those requirements, and when the protester failed to consider the revised PWS requirements in its proposed mission capability, it ran the risk of an unfavorable evaluation. See *Harmonia Holdings Grp., LLC*, *supra*.

Further, we find the protester's characterization of the agency's response to the Q&A unreasonable; *i.e.*, that the agency's response gave SPA permission to ignore the

revised PWS requirements and, therefore, that it should not have been rated as unacceptable. As noted above, the protester posed a lengthy question that discussed multiple areas of the revised PWS and finished its paragraph by asking that the agency confirm that “the technical/management approach will not be reevaluated against the revised [PWS].” AR, Tab F, Request for Revised Proposals Q&A at 2. The agency responded that revisions based on ENs “will be evaluated against the initial evaluation criteria,” and that the required addenda would be “evaluated anew,” based on criteria established in the request for revised proposals. *Id.*

We note the agency’s argument that the logical reading of SPA’s question is that the protester wanted clarity on what “measuring stick” the mission capability volume would be evaluated against. MOL at 10. Here, the solicitation advised that “offeror responses will be evaluated against the mission capability elements defined in section M, ‘Evaluation Factors for Award.’” RFP at 14. Section M specifically stated that the agency “will evaluate the extent to which the offeror’s proposal demonstrates the ability to manage the requirements of the PWS.” *Id.* at 27. The interpretation advanced by SPA--that the agency’s response in the Q&A gave it permission to disregard the revised PWS requirements--is unreasonable because it ignores the solicitation requirements and instructions mentioned above. Reading the solicitation and the agency’s response in the Q&A as a whole, offerors were on notice that their revised proposals would be evaluated against the solicitation’s evaluation criteria, which explicitly reference the PWS and include the revised PWS requirements.

## Discussions

The protester also alleges that the agency conducted misleading discussions. SPA contends that the agency “downgraded SPA for a deficiency it never identified in discussions, even though its mission capability proposal was materially identical to its earlier proposal, which garnered an ‘outstanding’ rating.” Protest at 12.

The record shows that the agency held discussions and issued evaluation notices pursuant to its corrective action. The record also shows that the agency separately and subsequently amended the solicitation. COS at 5; AR, Tab C, Request for Revised Proposals at 3. The protester does not challenge this timeline of events. Rather, the protester suggests that the agency was required to re-open discussions after the agency had identified the deficiency in SPA’s unrevised proposal, to explain to the protester that it was required to address the new requirements in the revised PWS in a revised proposal. Protest at 13-14, 20. However, the protester has not established any requirement for the agency to have done so, and the agency is not required to conduct successive rounds of discussions until all proposal defects have been corrected. See *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 6-9; *PAE Aviation and Tech. Servs., LLC*, B-417639, Sept. 11, 2019, 2019 CPD ¶ 317 at 7.<sup>9</sup> Based on

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<sup>9</sup> The regulations concerning discussions under FAR part 15, which pertain to negotiated procurements, do not, as a general rule, govern task and delivery order

(continued...)

this record, we conclude that the discussions were not misleading. This protest ground is denied.

Ultimately, we conclude that the agency reasonably assessed a deficiency in SPA's proposal and assigned an unacceptable rating under the mission capability factor. The solicitation clearly states that an unacceptable proposal is un-awardable. RFP at 27. Consequently, we need not address the protester's additional challenges to the cost evaluation of its proposal and the best-value tradeoff decision. Our resolution of these additional arguments would not alter the deficiency assessed to SPA's proposal, rendering it unacceptable, and therefore would not change the outcome of this decision.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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competitions conducted under FAR part 16, such as the procurement for the task order here. *Verizon Bus. Network Servs., Inc.*, B-419271.5 *et al.*, Apr. 26, 2021, 2021 CPD ¶ 191 at 10. However, in the context of both FAR part 15 and 16 procurements, we have stated that agencies are not required to conduct successive rounds of discussions until all proposal defects have been corrected. *See Engility, supra.*