

**February 2, 1994**

**P.S. Protest Nos. 93-22; 93-24**

**TIMEPLEX FEDERAL SYSTEMS, INC.  
SPRINT COMMUNICATIONS COMPANY**

**Solicitation No. 103230-93-A-0016**

**DIGEST**

Protests against award of Wide Area Network equipment contract are denied where solicitation did not require provision of SNMP-compliant external connection devices, offers were reasonably found to be technically equivalent, and life cycle costs were properly adjusted.

**DECISION**

Timeplex Federal Systems, Inc., and Sprint Communications Company each protest the award of a contract for bridge-routers ("brouters") and other Wide Area Network ("WAN") equipment to I-Net, Inc., under solicitation 104230-93-A-0016. The solicitation was issued February 25, 1993, by the Office of Procurement at Postal Service headquarters, seeking offers for the provision of brouters and related elements by means of an indefinite quantity, indefinite delivery contract for a five-year term.<sup>1</sup>

<sup>1</sup> The solicitation and this protest include a number of references to technical terms and acronyms. Some are defined in the text as they occur; others are referenced, but not defined. The following terms are used throughout the decision:

External conversion device ("external device"); a device external to a brouter which performs the function of converting SDLC to LLC2.

Section A of the solicitation and the attached statement of work (SOW) described the requirements for the router hardware and software, protocols, and connectivity. Section B.1.1.1 of the SOW described the current Postal Service network environment, and B.1.1.2 described the intended future network environment.<sup>2</sup>

Logical Link Control (LLC2); a data link protocol established by IEEE 802 for transmission of data between network nodes.

Simple Network Architecture (SNA); a proprietary mainframe-based network architecture used by IBM networks.

Simple Network Management Protocol (SNMP); a network system for PC-based Local Area Networks (LANs) and WANs.

Synchronous Data Link Control (SDLC); the data link protocol used within SNA networks.

<sup>2</sup> B.1.1.1. included the following:

The existing USPS network consists of multiple application specific networks which are incorporated into a T1 backbone sharing voice and data transmission. The data network currently supported are two SNA networks, one DECnet network (NIIN network), and one EP network. . . .

The existing SNA networks consist of approximately 600 sites that have low speed analog circuits . . . that connect 3174 communications processors to a number of [IBM] 3747s, 3725s, or 3730s throughout the network.

IEEE 802.3/Ethernet is the access standard for USPS LANs and is present in the majority of USPS facilities. . . . The USPS currently uses Novell Netware as the operating system on most LANs. . . .

B.1.1.2 included the following:

It is the intention of the USPS to build an Internet which will integrate all USPS major network protocols onto a shared, open, managed backbone. The USPS has over two hundred PC/Mini-computer LANs. That number is rapidly growing as new applications are developed for different departments within the USPS.

As the number of LANs attached to WAN grows, there is greater statistical likelihood of high-volume "bursts" of data traffic. . . . Offerors proposing in response to this RFP must focus on efficient LAN interfaces and the switching of bursty data. In many cases the LANs will support diverse devices which need local high-speed connectivity utilizing IEEE 802.3/Ethernet and a number of LAN protocols including ISO/OSA TP4 to exchange data such as digital images and large directory databases.

SNA devices will later use the BRouters as a means of transport across the wide area network and will access a Front End Processor (FEP) which is connected to the Host Mainframe, and will have an 802.5 (Token Ring) interface installed to expedite the connection of a BRouter.

Various sections of B.2, Technical Requirements, set out features of the bridges and routers to be provided. Some features were mandatory;<sup>3</sup> others were desirable.<sup>4</sup>

<sup>3</sup> B.2.1.2, BROUTER Software, included B.2.1.2.1, Bridge Function, as follows:

A. Mandatory Bridge Software

The following bridge software functions must be addressed by every responding offeror.

1. The offeror's proposed BROUTERS must have a Simple Network Management Protocol agent, as defined in RFC 1157, that must allow the BROUTER to be managed by an SNMP management station.

\* \* \* \*

B.2.1.2.2. similarly required the router software to have an SNMP agent.

B.2.1.3.2, Router Functions, contained the following:

A. Mandatory Router Protocol Support

The following router protocol requirements must be addressed by every responding offeror.

\* \* \*

6. The BROUTERS must support the structure and syntax of the Management Information Base (MIB) as defined in RFC 1155. The offeror must explicitly identify each individual MIB variable supported from the MIB-I definition (RFC 1156) and the MIB-II definition (RFC 1213) using the following MIB group organization. Support for GET commands on all offeror proposed network equipment is mandatory.

o System

\* \* \*

o Simple Network Management Protocol (SNMP)

\* \* \*

10. The offeror's proposed BROUTERS must support transparent routing of Synchronous Data Link Control (SDLC) protocol within the context of an IBM SNA network. Encapsulation of SDLC within another protocol for routing purposes, in conjunction with local SDLC acknowledgement/ termination is acceptable. The routing of the SDLC traffic must take place over the same WAN connection as other routed protocols which are being handled by each BROUTER.

[The preceding paragraph was deleted from the SOW by solicitation amendment A02, which redesignated paragraph 11, below, as paragraph 10.]

The solicitation and the SOW required offerors to propose a Network Management System (NMS) for the entire wide area network. Specification B.2.2.1 set out the mandatory NMS features.<sup>5</sup>

11. The proposed BROUTER must provide "SDLC to LLC2 conversion". This conversion must occur simultaneously with any other protocol routing functions for other protocols. The offeror must provide thorough details on how "SDLC to LLC2 conversion" is accomplished, including all hardware and software involved. If an offeror elects to meet this requirement with an external device the price of that device shall be included in the offeror's pricing proposal. The offeror should provide specific details describing how their proposed SDLC transport methodology will insure that the USPS SNA response time will not be negatively impacted. Details on how the SNA portion of the network would be managed should also be provided.

<sup>4</sup> B.2.1.4, Brouter Connectivity, originally provided at A.9 that the brouters must have the following mandatory feature:

The offeror's proposed BROUTERS must provide physical connection to, and 10Mbps [10,000 bit-per-second] access over a Fiber Optic Inter-Repeater Link [FOIRL] to other bridge and LAN devices.

Amendment A04 moved this requirement to B.5 of the section, making it a desirable feature, rather than a mandatory one. Amendment A05 renumbered the requirement to B.4, and Amendment A08 clarified that the desirable capability was applicable only to the Medium, Large, and Large with Token Ring brouter configurations.

<sup>5</sup> These included:

1. A graphical user interface with menu displays and iconified symbols for all network equipment.
- \* \* \*
3. Rapid access to all information contained in SNMP MIB I, MIB II and any additional MIBs implemented by the offeror through the graphical user interface. Support for the SNMP GET commands on all offeror proposed network equipment is mandatory.
4. A graphical network topology map . . . with indicators for all device and line outages and critical errors.
5. The offeror's network management system shall provide in near real-time a status display of the total network configuration. The display shall include graphic representation of any alarms on any equipment or links connected to the BROUTERS.

\* \* \* \*

Section M.1, Contract Award and Proposal Evaluation, set out three primary areas of technical evaluation. Mandatory technical requirements, subdivided into fourteen categories, were of primary significance, followed in descending order by desirable requirements and "Offeror Past Performance Experience." Section M.1 further explained that the technical evaluation would be more important than price in the evaluation of proposals, and that while "cost/price" would be considered in the award decision, "award may not necessarily be made to that offeror submitting the lowest price."

For price evaluation purposes, the SOW listed four brouter configurations<sup>6</sup> and set out their requirements. Each configuration identified various "Brouter Supports," "Protocols," and "Offeror Supports." Each brouter configuration included the SDLC protocol under "Protocols" and "SDLC by conversion to LLC2" under "Offeror Supports."

The solicitation included a series of tables on which the offeror's pricing proposal was to be organized. Tables J-1 through J-7 were unit price schedules for mandatory, desirable, and optional hardware and software and for support services; Tables JS-1 through JS-5 were summary pricing tables for the four brouter configurations and for the Network Management System (NMS); and Tables JE-1 through JE-4 and JE-SUM were life cycle evaluations for the four configurations (the NMS was included in the evaluation of the small brouter) and the total life cycle evaluation. The total life cycle price was to be used in the price comparison.

The solicitation was the subject of several amendments, many of which responded to questions from prospective offerors. Several questions made reference to SDLC to LLC2 conversion.<sup>7</sup>

<sup>6</sup> The Small Brouter, the Medium Brouter, the Large Brouter, and the Large Brouter with Token Ring.

<sup>7</sup> For example, Question 16 in amendment A02 made reference to the factor in the context of the requirement for a pre-award test demonstration:

[T]wo very different solutions can be proposed regarding the SDLC to LLC2 conversion transport methodology (internal vs. external to the Brouter). . . . Because response time is critical to the SDLC devices in the USPS SNA environment, a test of the responding competitive contractor's ability to Bridge/Route TCP/IP and SDLC traffic without degrading response times for the SDLC devices should be measured.

Question and answer 17 in that amendment provided:

Question 17: The current specifications allow an internal or external SDLC to LLC2 conversion transportation architecture. This contractor feels that offerors proposing a system that features SDLC transport that is external to the Brouter would be at a significant price disadvantage. Is this the intent of the USPS, or are external SDLC solutions seen as desirable to the USPS?

Answer 17: The requirement will remain as is. It is at the discretion of the offeror to determine the best method for satisfying the requirement. The USPS will evaluate the

proposed technical solutions based on their merit.

Amendment A04 included the following:

Question 29: Please clarify the scope of the term "entire network."

Answer 29: The USPS assumes that you mean to reference Page 14, Section B.2.2.1, Item 6. [Item 6 was a mandatory requirement for the NMS; it stated that "[t]he NMS must provide the capability of managing the entire network from a single central location."]

The Network Management System must be capable of managing all contractor-supplied equipment.

\* \* \*

Reference 32: B.2.2.2, Item 10 [That item was a desirable feature of the NMS; it provided that "[i]t is desirable that the NMS provide a comprehensive, fully integrated system to manage all elements of the LAN/WAN enterprise."]

Question 32: Please clarify the scope of the term "all elements."

Answer 32: The Network Management System must be capable of managing all addressable SNMP compliant entities.

Question 48:

\* \* \*

The statement in A.10, page 9, states that if the offeror elects to meet the SDLC to LLC2 conversion in an external device, that [sic] the price of that device shall be included in the offeror's pricing proposal. This statement allows multiple devices within the enumerated configuration, while the statement in B.2.1 restricts the use of multiple devices. Please clarify.

Answer 48: It is the intent of the USPS to discourage the use of multiple platforms to satisfy mandatory requirements with the exception of the "SDLC to LLC2" requirement, where the offeror may elect to satisfy this requirement with an external device.

Amendment A07 provided as follows:

1. The USPS definition of a "single entity" in the context of the BROUTER solicitation is that the LARGE BROUTER configuration should function as a single device with one SNMP agent.

2. STATEMENT OF WORK, SECTION 2.1.3.2.A.10:

If an external SDLC-to LLC2 converter is used, the BROUTER[] and the "converter" do not have to appear as a "single entity." Each may have its own SNMP agent, managed

Offers were due April 22. Sixteen offers made by thirteen offerors (three offerors submitted alternate proposals) were reviewed and evaluated. Thirteen offers submitted by ten offerors were found to be within the competitive range. Discussions were held by telephone in late June, and best and final offers (BAFOs) were due July 19. Pricing problems were discovered in the BAFOs, and it was found necessary to make minor changes in the solicitation's technical requirements. Those changes were contained in Amendment A08, August 3, which was sent to the offerors with separate letters identifying their pricing problems. The amendment and the letters requested a second round of BAFOs by August 6.

The thirteen proposals were closely ranked technically, with scores ranging from a high of 79.64 points to a low of 71 points. Evaluated prices, however, ranged more widely, starting with I-Net's \$6,043,828 price, and rising to more than three times that amount.

The contract specialist's memorandum recommending award to I-Net ranks the thirteen offers in ascending order by price. The narrative portion of the memorandum describes I-Net's offer in comparison to the next two offers, those of Timeplex and Sprint, as follows:

[A]ward to I-NET is determined to be the best value. I-NET achieved a higher technical score and offered lower pricing than Timeplex, the next lowest offeror from a pricing standpoint. I-Net received a [slightly] lower [technical] score than [Sprint]; however, [Sprint's] evaluated price is [more significantly] higher than I-Net's. The technical difference among each of the offerors is virtually insignificant. Given the narrow point spread, the offers are considered to be technically equivalent. In cases of technical equivalency, basis for making the decision should rest with pricing factors.

Following the selection of I-Net, negotiations were held with I-Net pursuant to Procurement Manual (PM) 4.1.5 g.5.<sup>8</sup> The contract was awarded on August 25. These protests followed.

The Timeplex protest asserts that the I-Net offer did not meet a mandatory requirement of the solicitation. It notes that the Wellfleet routers which I-Net proposed do not themselves perform the required SDLC to LLC2 conversion, and that I-Net proposed to perform that conversion with an external device provided by NetLink, Inc. Timeplex asserts that the NetLink unit is noncompliant with the SOW because it cannot be managed by the SNMP

variables, and IP address.

<sup>8</sup> That section allows the clarification or correction of uncertainties or deficiencies remaining in the selected proposal, as long as no changes are made in the Postal Service's requirements or in the proposal that, if made before contractor selection, would have affected the basis for selection.

Review of the contract specialist's memorandum indicates that all of the changes covered by the negotiations improved, rather than diminished, I-Net's proposal.

manager.<sup>9</sup> Sprint contends that "the addition of the NetLink device renders I-NET's Well[f]leet router non-compliant with the SNMP requirement" of B.2.1.2.1 A.1. and thus not technically acceptable. Alternatively, Sprint complains that the Postal Service may have relaxed the SNMP compliance requirement for I-Net. (Sprint's protest notes that it had submitted two proposals, one of which, like I-Net's, proposed the use of Wellfleet routers and a non-SNMP compliant external conversion device. Sprint's other proposal offered Cisco routers, which perform the conversion internally. Sprint explains that "when it became clear that Postal would not change its Brouter requirements, Sprint effectively withdrew its Well[f]leet proposal by making its [Cisco] proposal . . . more attractive from a cost perspective in addition to the obvious technical advantages.")

Timeplex further asserts that it was misled into proposing an excessive number of FOIRL transceivers. Timeplex asserts that a procurement specialist involved with the solicitation said that in order to receive credit for the desirable feature of FOIRL access (see footnote 4, *supra*), it was necessary to propose and price FOIRL transceivers for all 10Mbps connections on the brouter configurations other than the small brouter. Since this included a total of 420 connections, Timeplex included the cost of 420 FOIRL transceivers in its prices for those configurations. Timeplex asserts that other offerors were not so advised with respect to FOIRL connectivity, and that to the extent that other offerors were allowed to propose fewer FOIRL devices, it was disadvantaged.<sup>10</sup>

Sprint's protest raises several additional issues. Sprint contends that the proposals were not evaluated in accordance with the scheme specified in the solicitation. Noting that the solicitation called for a "best value" comparison involving both technical and price features, but that the ultimate award was based solely on price because the offers were considered technically equivalent, Sprint complains about the "compression" of the scores from a 1600 point scale to a 100 point scale. Sprint states that it was advised at its debriefing that its technical score was higher than I-Net's, and asserts that at the debriefing the Postal Service would not state whether I-Net's proposal received any credit for desirable features. Sprint questions changes made to its price in the course of proposal evaluation and challenges whether I-Net's proposal was properly evaluated.<sup>11</sup> It also complains that prices were evaluated over a ten-year cycle although the contract was for a five-year term and that it was afforded insufficient time to respond to the changes made by Amendment A07.

Both protests ask that I-Net's award be overturned. Timeplex seeks award to itself as the lowest-priced technically compliant offeror; Sprint seeks the elimination from the

<sup>9</sup> Timeplex contends that B.2.3.2 A.10 requires that the external device be manageable by SNMP, and that I-Net's proposed Netlink external device cannot be so managed as a separate entity nor by I-Net's proposed Wellfleet brouter.

<sup>10</sup> The Timeplex protest also complained about certain adjustments which were made to Timeplex's evaluated price. These complaints were dropped in the course of the protest.

<sup>11</sup> Specifically, Sprint notes that I-Net's external conversion device must be connected to a modem with a business telephone line, and surmises that the cost of the modem and of the telephone line over the evaluation period was not included in I-Net's evaluated price.

competition of the non-compliant offerors and the reevaluation of the remaining offers in accordance with the solicitation's evaluation scheme.

The contracting officer's statement responds to the various points raised by the protesters. The contracting officer states that contrary to both protesters' understanding, the solicitation did not require that the external conversion device be SNMP manageable; the requirement for SNMP manageability applies to the router, not the conversion device.<sup>12</sup> The contracting officer distinguishes the portions of the SOW relating to the routers, such as B.2.1.2.1 A.1 and B.2.1.2.2 A.1 (requiring the router to have an SNMP agent) and provisions relating to the conversion devices, such as B.2.1.3.2 A.11 (containing no similar requirement). According to the contracting officer, the requirement of that latter section that the offeror provide "details on how the SNA portion of the network would be managed" demonstrates that SNMP management is not required.

The contracting officer denies that Amendment A07 required that the large router configuration, including the external device, function as a single SNMP entity, since it excluded the external device from the single configuration requirement. While offerors could choose to furnish an SNMP compliant device, they were not required to do so. Responding to Sprint's contention that the requirement for SNMP compliance was relaxed, the contracting officer counters that no relaxation occurred because SNMP compliance was always a requirement of the routers, not of the external devices.

The contracting officer notes that the Postal Service manages its SNA network using IBM's NetView management system, that the NetLink conversion device functions as an addressable component of that system, that such an approach is not illogical and does not result in an unmanageable system as Sprint contends.

With respect to Timeplex's assertion that it was misled into proposing and pricing too many FOIRL transceivers, the contracting officer asserts that the procurement specialist did not direct the manner in which Timeplex should respond on that issue, advising only that desirable features which an offeror proposed had to be priced in order for the offeror to receive credit for them in the technical evaluation. According to the contracting officer, all offerors were similarly advised.<sup>13</sup>

Concerning Sprint's objections to the "compression" of the evaluated technical scores, the contracting officer notes that the Sprint and I-Net offers were closely ranked both as originally scored and as adjusted.<sup>14</sup> The contracting officer denies that the evaluation

<sup>12</sup> The contracting officer also challenges Sprint's standing to contest the award to I-Net on this ground, noting that it was not next in line for award. We need not resolve the matter, since Timeplex, which clearly does have standing, has raised the same issue.

<sup>13</sup> The contracting officer suggests that the offeror which Timeplex asserts was not directed to price FOIRL transceivers may have been one which did not propose any such connections and thus did not receive technical credit for them.

<sup>14</sup> According to the contracting officer, the raw scores were 835 (Sprint) and 816 (I-Net) out of approximately 1600 points; as converted, the scores were 78.35 and 77.07 out of 150.70; the contracting

scheme was changed; rather, because the technical proposals were closely ranked, award on the basis of price resulted in the "best value" to the Postal Service and was consistent with the solicitation's evaluation scheme.

The contracting officer disputes Sprint's contentions that its prices were improperly adjusted, noting that Sprint "failed to load the evaluation model properly," and that it would have been improper not to correct the error.<sup>15</sup>

The protesters and several interested parties submitted comments on the contracting officer's statement which are summarized as follows:

Timeplex:

-- The contracting officer's contention that the external conversion device need not be SNMP compliant is incorrect. The device is "network equipment" to which the requirement for support of GET commands (B.2.1.3.2.A.6) applies; GET commands are SNMP commands.

-- The requirement that offerors provide details on SNA management does not affect the need for SNMP compliance, since many portions of the solicitation sought detailed explanations.

-- Amendment A07 makes the applicability of SNMP compliance to the external device clear, by allowing the device to be a separate agent instead of appearing as a single entity with the router. The contracting officer's explanation of the amendment places too much burden on "may" in that provision.

-- Other portions of the solicitation support the requirement that the external devices be SNMP compliant. The converters have an impact on network performance, and if not SNMP compliant will be invisible to the network operators. Such a system would be inconsistent with the solicitation's requirement for an "open, managed backbone."

-- That Timeplex's reading of the solicitation would limit competition is irrelevant; every mandatory requirement limits competition to some extent. Nor is it correct that requiring SNMP compliance limits the procurement to routers with internal conversion; external devices with SNMP compliance are available.

officer notes that the differences in the scores was 1% of the possible total unconverted score and .8% of the possible total converted score; under either scoring system the differences between those two offers (and Timeplex's intervening offer) were "of so little significance as to make them essentially equivalent."

<sup>15</sup> The contracting officer disagrees with Sprint's contention that it was inappropriate to evaluate maintenance over a ten-year period given the five-year contract term, since equipment purchased in the fifth year would have a further five-year useful life, but also notes that the issue is untimely raised since the evaluation scheme was clearly established by the solicitation.

- The contracting officer's statement does not adequately address Timeplex's FOIRL pricing issue; since Timeplex was told it had to price a FOIRL device for each connection to receive credit for the item, it was misdirected if offerors who did not so price the devices were also given credit for the items.
- Because of the closeness of the evaluated prices, the General Counsel should review the changes made to the pricing to assure that no errors were made.

Sprint:

- Since all network equipment must support GET commands, the external devices must be SNMP compliant. Item 5 of B.2.2.1, which provided that the display for the National Management System "include graphic representations of any alarms on any equipment or links connected to the BROUTERS" also established such a requirement. Since the external device is connected to the router, it must be SNMP compliant for this requirement to be met.
- The contracting officer's reliance on amendment A07 is unconvincing; under his reading, offerors could choose to supply routers which were not SNMP compliant, which clearly is not intended.
- Sprint's contentions about SNMP compliance are timely; it contends that the requirement for compliance is clear, and it is the Postal Service which is asserting that the solicitation is ambiguous.
- Sprint has standing to challenge the award to I-Net; its assertion that the Postal Service waived mandatory requirements of the solicitation for I-Net and others includes its understanding, based on "common knowledge in the industry," that Timeplex's intervening offer also was noncompliant in other respects. In any event, Sprint challenges the evaluation of Timeplex's offer as technically equivalent to Sprint's, citing various features which it offered which it contends Timeplex did not.
- The Postal Service improperly leveled the technical proposals by miscalculating the desirable features; Sprint offered far more desirables than I-Net offered; further, the Postal Service improperly evaluated price by assigning charges for desirables even if the offeror intended not to charge for them.
- I-Net's proposal was less satisfactory than Sprint's, and I-Net proposed poor-quality products and services while offering high-margin upgrades for them.<sup>16</sup> I-Net failed to price Ethernet transceivers in its mandatory proposal.
- It is troubling that the Postal Service reduced I-Net's evaluated price while it increased the prices of other offerors in the course of evaluation.

<sup>16</sup> Sprint cites I-Net's \$77 basic modem and its \$570 optional modem, and its hourly rates of \$57 and \$110 for its network consultant and its subject matter expert as examples.

ENTEX Information Services, an interested party:

- The solicitation "clearly required" that the conversion device be SNMP compliant because SDLC to LLC2 conversion was a function of the brouter (citing B.2.1.2.2 and B.2.1.3.2 A.11), and the solicitation required the brouters to be SNMP compliant (citing B.2.1.2.2 A.1).
- The contracting officer's reading of Amendment A07 is not persuasive; the answer does not address SNMP compliance, but rather how that compliance is accomplished (*i.e.* as separate entities, rather than as one entity), and nothing in the answer changed the solicitation requirement as discussed above.
- If non-SNMP compliant solutions were acceptable, the Postal Service had an obligation so to advise all offerors during the competition; had ENTEX understood the requirement so, it would have proposed differently, and it has been prejudiced as a result. Resolicitation of the requirement is the appropriate remedy.
- The Postal Service departed from the solicitation's best value evaluation scheme, and the contracting officer's statement does not adequately establish that reasonableness of the determination of technical equivalency.
- The technical evaluation was also deficient for failing to consider the compatibility or interoperability of the proposed equipment with the Postal Service's existing equipment.<sup>17</sup> I-Net's equipment is incompatible with the Cisco brouters which the Postal Service now owns.
- The evaluation of offers failed to consider the additional cost of training associated with the adoption of I-Net's equipment.

Sysorex Information Systems, Inc., an interested party:

- Sysorex's reading of the solicitation was that the brouters, including any necessary external conversion devices, had to be SNMP compliant; that reading was the only reasonable one, and Sysorex was disadvantaged by its reliance on it.
- Amendment A07 confirmed Sysorex's understanding of the requirement; the amendment did not eliminate the need for the conversion device to be SNMP compliant, but proposed two ways that the devices could meet the requirement, either as a single entity with the brouter or with a separate agent.
- The compression of technical scores was inappropriate, since it reduced the significance of the differences in technical scores among the offers.

<sup>17</sup> Section B.2.1.4.b.1 required offerors to discuss the interoperability of their brouters with others and any limitations on such interoperability; interoperability was an evaluation factor (M.1 A.3).

I-Net, an interested party:

-- When a contracting officer's determination rests upon the judgment of technical personnel, the General Counsel will not substitute its views for their considered judgment. The protesters bear the burden of affirmatively proving their case, and overcoming the "presumption of correctness" which accompanies the statements of the contracting officer, citing *TRW Financial Systems, Inc.*, P.S. Protest No. 91-19, May 29, 1991. Review of the technical evaluation of proposals is not *de novo*, but is to determine whether the evaluation was arbitrary or in violation of applicable procurement regulations, citing *POVECO, Inc. et al.*, P.S. Protest No. 85-43, October 30, 1985.

-- Some parts of Sprint's and Timeplex's protests are untimely. Specifically, Sprint's contention that the router software and protocol requirements are ambiguous, or that costs should not be evaluated over a ten year period, are untimely as a challenge to the terms of the solicitation which, under PM 4.5.4, must be raised before initial offers are due, as is its contention that it was afforded insufficient time to respond to amendment A07. Similarly, Timeplex's objections to the Postal Service's "direction" concerning the proposing of FOIRL devices should have been made before BAFOs were due.

-- There was no mandatory requirement that external converters be managed by an SNMP agent. The mandatory requirements for router SNMP management were software requirements, while the requirement for SDLC to LLC2 conversion was stated as a protocol requirement; neither requirement is cross referenced to the other. The router SNMP requirement is limited to routers, not to external devices, which were addressed elsewhere in the solicitation. The SDLC to LLC2 conversion requirement specified no mandatory management protocol, but "invited offerors to be creative in developing flexible solutions to meet the [Postal] Service's minimum requirements" as shown by the statement that "offerors 'must provide thorough details'" about the conversion process. Having failed to seek any timely clarification, the protesters cannot now raise it.

-- The solicitation must be interpreted as a whole to give meaning to all its provisions. The protesters' strained interpretations do not do so. Sprint's contention that I-Net's conversion solution rendered the function unmanageable is incorrect, since it is fully manageable through the SNA network management utility. Sprint's contentions that the contracting officer's interpretation of the solicitation "vitiates" the requirement for SNMP compliance and undermines the stated desire that requirements be met with a minimum of platforms fail because there was no requirement for SNMP compliance for the external devices and the external devices were excluded from the desire for minimization.

-- The normalization of the technical scores performed by the contracting officer did not compress scores or eliminate technical differences. In any event, when offers are considered technically equal cost or price may become the determinative factor

"notwithstanding . . . that in the overall evaluation scheme, cost was of less importance than other evaluation criteria," citing *Vibra-Tech Engineers Incorporated*, Comp. Gen. Dec. B-209541.2, May 23, 1983, 83-1 CPD 550.

-- The contracting officer properly adjusted Sprint's and Timeplex's prices to reflect omissions in their JE tables.

-- The contracting officer similarly properly adjusted I-Net's prices; there was no requirement that I-Net's external conversion device be accompanied by a modem, since no modem was needed to manage it.

-- The contracting officer properly evaluated Timeplex's proposal with respect to the FOIRL devices; Timeplex has not met its high burden of proof of the bad faith on the part of the contracting officer. In any event, Timeplex has not been harmed, since if it proposed fewer FOIRL devices, its technical evaluation *vis a vis* I-Net would suffer.

The contracting officer, the protesters and the interested parties submitted further rebuttal comments, restating previous positions and making new contentions which are summarized as follows:

The contracting officer:

-- The comments which characterize the contracting officer's position on Amendment A07 as confirming that it relaxed the requirement that the external devices be SNMP compliant are incorrect. "The Postal Service never intended to require SNMP compliance for ECD[]s [external connection devices] for the simple reason that there exists no functional reason for the ECD[]s to be SNMP manageable. The BROUTER and the external device perform entirely separate functions. . . . Where an ECD is used, the BROUTER does not perform the conversion process . . . , nor is the BROUTER necessarily aware that the conversion has taken place. . . . There is no functional reason for the technical requirements associated with the BROUTER to apply to the external device." There may be operational advantages to using a non-compliant device which, like that proposed by I-Net, is part of the SNA network, rather than the SNMP network. Amendment A07 provides the offerors flexibility by "allowing the vendors to propose an SNMP compliant device or not." This was wholly consistent with the solicitation as it existed prior to the amendment.

-- The requirement that all proposed network equipment support GET commands does not require external devices to be compliant. That requirement appears in the solicitation section relating to the routers, not the external devices. Read as broadly as the protesters seek, the statement would require the dial modem, another item of network equipment which offerors could propose, to be SNMP compliant, yet none were compliant.

-- The requirement that the network management system display alarms for any equipment connected to the routers does not mean that the external devices had to

be SNMP compliant. It "did not set forth any requirements for SNA components or for any other non-SNMP compliant devices" and, in view of the management of I-Net's conversion devices by the SNA manager, there is no need for such alarms. The requirement does not apply to the external device, because the external device is connected to the LAN, not to the router, but the requirement also does not apply to other non-SNMP compliant devices, such as the dial modem, which are connected to the router.

-- ENTEX's similar contention that the external device must meet all the mandatory requirements of the router is untenable.<sup>18</sup> Numerous router requirements are inconsistent with the functions which the external device performs and there is no need for the external device to meet them.

-- Timeplex's conclusion that it needed to price 420 FOIRL devices was its alone; all the Postal Service required (question 5 in Amendment A04) is that "[t]he offeror's proposed BRROUTER must provide physical connection to an 10 Mbps access over a FOIRL to 'at least one' other bridge and LAN device." The procurement specialist correctly advised Timeplex that it had failed to indicate its price for its FOIRL device in its J tables; it could have, but did not, depict those items as "not separately priced" in its JS tables.

-- Sprint's contentions that the evaluation of I-Net's proposal improperly failed to take into account the nature of its offered goods and services, and that the evaluation of Sprint's proposal improperly failed to take into account its more desirable features are untimely raised and lack merit. Sprint's characterizations of I-Net's goods and services are mere opinion; in any event, the Postal Service is satisfied with the quality of the modems and the technical personnel I-Net has proposed. Ethernet transceivers were desirable, not mandatory items, and need not have been priced.

-- Timeplex's contention that if the solicitation required an SNMP-compliant external device the award should go to Timeplex is incorrect; if the solicitation is so understood, it overstates the Postal Service's requirements and there should be a resolicitation of a properly stated requirement.

-- ENTEX's assertion that the Postal Service did not properly consider compatibility in its evaluation is untimely raised and lacks merit. The sections of the solicitation to which ENTEX refers do not establish a requirement for compatibility, but simply ask offerors to provide information on the issue. There was no need to consider the cost of converting the Postal Service's existing Cisco routers, which cannot communicate with the I-Net proposed Wellfleet routers, because the Postal Service does not plan to replace the Cisco routers.

-- ENTEX's contentions that the evaluation of offers was flawed are without merit; the three technically best offers were equivalent, and it was appropriate to consider

<sup>18</sup> We do not find an explicit assertion to this effect in ENTEX's submission.

price in the award decision. The cases cited by ENTEX are distinguishable.

Timeplex:

-- The cases cited by I-Net for the appropriate standard of review are inapposite; this protest involves the proper interpretation of the language of the solicitation, which must be determined objectively. The contracting officer's reading of the solicitation lacked a reasonable basis; by "deleting" the requirement for SNMP compliance, the contracting officer improperly changed the basis for award.

-- Timeplex's protest concerning its FOIRL devices is timely made measured from the time, subsequent to award, that it first learned that others may have received credit for FOIRL devices without pricing as many as Timeplex did. The protest is not about the direction which Timeplex received, but about the Postal Service's failure to advise others similarly. I-Net's contention that Timeplex was not injured is incorrect. If others which priced fewer items received credit for the desirable feature, Timeplex should too.

-- Sprint's contentions about Timeplex's proposal are incorrect and untimely.

-- ENTEX's and Sysorex's assertions that the proper remedy is resolicitation are incorrect; "[s]tandard contracting law . . . mandates award to the next in line compliant offer." ENTEX's arguments concerning the evaluation of compatibility were not made in the initial Sprint and Timeplex protests and as separately made by ENTEX are untimely.

Sprint:

-- Sprint's protest is a timely challenge to the inappropriate reading of the solicitation as not requiring the external device to be SNMP compliant. Sprint had no reason to know that the solicitation would be so read until subsequent to the award, after it was debriefed.<sup>19</sup>

-- I-Net's proposal was non-compliant; the SNMP requirement applied to all network equipment, including the external device. Any alternative reading is inconsistent with the solicitation's requirement for a "shared, open, managed, backbone" (B.1.1.2) and for devices which "allow the USPS to consolidate networks and save on costs" (B.1.1.3).

-- The requirement is also consistent with provisions of the solicitation such as B.2.1.2.1 A.1 and B.1 and B.2.1.3.2 A.11, the answer to question 29 of Amendment A04, and Amendment A07. At least three offerors (Sprint, ENTEX, and Sysorex) relied on that interpretation.

<sup>19</sup> Sprint notes that it raised the question of I-Net's noncompliance with this requirement at its September 3 debriefing, but received no reply to its question until September 11, a delay which it views as "beli[ng] the argument that there never was a requirement for SNMP compliance. . . ."

- I-Net's proposal is also noncompliant because it is not managed from a single management platform, since its conversion device is managed separately from its SNMP management system.
- I-Net misunderstands Sprint's contention concerning I-Net's system's need for a modem; only a modem would allow the external conversion device to "be managed by the same network management device which manages the router" as the solicitation requires.
- Timeplex's offer must be noncompliant, since it did not offer a brouter with internal conversion capacity, and, on Sprint's belief, undertook to perform SDLC encapsulation, no longer allowed by the solicitation.
- The fundamentally different technical solutions proposed by offerors such as I-Net, Timeplex, and Sprint cannot be technically equivalent. Sprint offered far more desirable features than I-Net, but the Postal Service failed to consider them.
- Price evaluation was similarly flawed; the value of offered features was not compared to their offered prices. Further, the Postal Service failed to include in I-Net's evaluated price items and services needed to provide what the Postal Service requires.

ENTEX:

- I-Net's procedural argument concerning the burden of proof fails to note that *POVECO, Inc., supra*, sustained a protest against the Postal Service's failure to test the protester's products in accordance with the solicitation's criteria. A similar failure to comply with the solicitation's requirements here requires that the protests be sustained.
- I-Net's arguments that the external devices need not be SNMP compliant are incorrect. Nothing in Amendment A07 superseded the solicitation's requirement that the brouters be compliant, and I-Net's contention that the conversion requirement appears with respect to protocol, not software, overlooks the need for the SNMP protocol to interoperate with the router protocol, including SDLC to LLC2 conversion.

Sysorex:

- The comments of the protesters, Sysorex, and ENTEx "make it clear beyond reasonable debate" that SNMP compliance was required of the external device, and I-Net's comments to the contrary are not persuasive.
- The failures of I-Net and Timeplex to comply with mandatory technical requirements further establish the impropriety of the technical evaluations.
- "[I]t seems self-evident . . . that the pricing instructions must not have been

stated clearly enough for an number of offerors, . . . making price comparisons and best-value judgments speculative ventures at best."

-- Resolicitation of the requirement with resolution of the technical and pricing issues is the appropriate remedy.

I-Net:

-- Sprint and Timeplex's new explanations why the solicitation required the external devices to be SNMP compliant are not only "grossly untimely," but also lack merit. The requirement for GET commands relates to the brouter function of the Management Information Base, not to the requirements for SDLC to LLC2 conversion set out elsewhere in the solicitation. The protesters' assertions would similarly apply the SOW requirement that routers support the Appletalk standard to the converters, which lack that functional capacity. The only protocol requirement applicable to the conversion device is that set out at B.2.1.3.2 A.10 (footnote 3, *supra*), which lacks any reference to SNMP, MIB, or GET commands. The protesters seek to apply a limited requirement too broadly, since to do so renders other requirements of B.2.1.3.2 meaningless.

-- The protesters misunderstand the requirement for graphic representations of equipment or links connected to the routers. I-Net's routers are SNMP compliant; the external devices need not be compliant because they are not connected to the routers, but rather to a LAN or WAN. The protesters' views would require all the devices connected to LANs or WANs to be SNMP compliant, a patently unreasonable requirement.

-- Sprint's assertion that Timeplex's proposal could not have been technically equivalent to Sprint's is untimely, since it is premised on the misvaluation of Sprint's proposal, matters known when the protest was lodged. In any event, a recital of comparative features is not sufficient to overturn the presumption of correctness of the contracting officer's evaluation.

-- Similarly, Sprint's contentions about the evaluation of I-Net's proposal do not meet its burden of proof. They are not factually supportable and consist only of speculation premised on subjective assumptions and mischaracterizations.

-- Timeplex has failed to carry its burden of proof with respect to the FOIRL pricing issue.

-- ENTEX has no credible evidentiary basis to challenge the best value analysis. ENTEX's contentions concerning compatibility, replacement of current router equipment, and new training are untimely raised and without merit. These items were not part of the stated evaluation criteria and their consideration in the course of evaluation would have been improper.

The protesters and I-Net requested conferences on the protest. The conferences and post-

conference comments made the following additional points.

Timeplex:

- The reasonable reading of the solicitation as a whole requires the external conversion device to be SNMP compliant. Conversion is a function of and a requirement of the brouter, the brouter must be SNMP compliant, and allowing the conversion to be handled externally does not exempt the conversion function from SNMP management. "It is not reasonable to read [Amendment A07] as supporting the proposition that SNMP compliance for the external device is optional."
- The arguments raised in opposition avoid the plain language of the RFP. The modem need not be SNMP compliant because it does not handle network traffic; it is irrelevant that the external device may be managed by other means; the contention that the external device would have to support Appletalk misconstrues Timeplex's argument; and no deference is owed to the contracting officer's *post hoc* justifications for the erroneous award.
- Timeplex is entitled to adjustment of its price with respect to the FOIRL issue if it proposed more FOIRL devices than necessary for credit and received no extra credit. Doing so would not require a further BAFO, since the technical evaluation would not change.

Sprint:

- If the solicitation did not require the provision of SNMP-compliant external devices, it was subject to more than one reasonable interpretation, and therefore ambiguous.
- Contrary to the contracting officer's view, the protesters' reliance on the "literal reading" of the requirement concerning GET commands can establish the reasonableness of its alternative interpretation of the specification. An ambiguity arising out of a literal reading of the requirement is latent, and offerors have no duty to inquire whether the Postal Service has a different understanding of the requirement.
- Sprint initially offered its noncompliant proposal for reasons related to price, and with the thought that by the time final offers were due, either a compliant NetLink device might be available or the Postal Service may have changed the requirement for compliance which Sprint understood the solicitation to contain. Amendment A07, however, indicated to Sprint that the Postal Service would not change the requirement, so Sprint "effectively abandoned" its alternate proposal and improved its other (compliant) proposal.

I-Net:

- The solicitation intended to maximize competition by allowing that SDLC to LLC2 conversion to be performed by an external device, and allowing that device to

be managed by the SNA network. The procurement was not intended to replace the existing SNA equipment and network, but to work with them.<sup>20</sup>

-- Given the retention of the SNA network, there was no technical justification for the conversion devices to be SNMP compliant. Answer 17 of Amendment A02 and answer 48 of Amendment A04 made it clear that external devices were an acceptable technical approach, and that offerors could offer a variety of solutions. The protesters' position would limit solutions to an internal conversion.<sup>21</sup>

-- The commitment to maximizing competition also is shown by the fact that the solicitation allowed either of two approaches to routing the SNA traffic and non-SNA traffic across the networks,<sup>22</sup> and the Postal Service declined to eliminate one approach when it was challenged.<sup>23</sup>

-- The reference to support for GET commands was surplusage given the general statement of the requirement for brouter SNMP compliance, and the statement relates only to SNMP devices as reflected by question 32 in Amendment A04.

-- The protesters' assertions make a nullity of Amendment A07, since the protesters read Item 10 as already requiring SNMP compliance of the external device.

-- The protesters have not met their burden of proof to overturn the contracting officer's technical interpretation of the solicitation. At most, they have demonstrated the possibility that the solicitation may be subject to two readings, but they have not

<sup>20</sup> I-Net cites B.1.1.2, B.2.1.3.2 A.10, B.2.2., question 3 of Amendment A02 (discussed *infra*) and questions 16, 32 (footnote 7, *supra*), and 47 (noting the use of the routers by SNA devices and the need for the offered device to support the SNA interface) of Amendment A04.

<sup>21</sup> I-Net contends that at the time of the BAFOs "no manufacturer offered an SNMP-compliant" external device, and that Timeplex's suggestion to the contrary is no more than "hopeful speculation." In one last round of comments, Timeplex took vigorous exception to this characterization, noting that it had identified such devices to the General Counsel in the course of the protest and that there were various ways to provide compliance, such as by having the device and the brouter share the same SNMP agent. I-Net replied, suggesting that while there might be compliant external encapsulation devices, there were no compliant external conversion devices, and that sharing an SNMP agent is not possible because the brouter and the conversion device occupy different network nodes and thus must have different Internet Protocol addresses.

<sup>22</sup> Specifically, B.2.1.3.2 A. of the solicitation allowed the use of either Advanced Peer-to-Peer Networking (APPN), an IBM-developed approach, or Advanced Peer-to-Peer Internetworking (APPI), the approach of a consortium including Cisco.

<sup>23</sup> Question 3 of Amendment A02 questioned the wisdom of allowing support for APPI to the exclusion of APPN because "[t]he USPS has a substantial investment in its SNA network and using a protocol that does not adhere to the IBM APPN standard may cause severe problems." The Postal Service declined to change the requirement.

established that their more restrictive reading is more appropriate.

## DISCUSSION

The protesters have set out a number of issues in many pleadings in the course of this protest. We begin by determining which of those issues are timely raised. In general, only issues raised in the initial protests are likely to be timely, since new issues raised in subsequent rounds of protest comments will run afoul of PM 4.5.4 d. in that "no protest will be considered if received more than 15 working days after award of the contract in question." "[S]ubmissions which raise additional grounds of protest during the course of proceedings before this office must independently meet the timeliness requirement." *Roadway Services, R&D*, P.S. Protest No. 92-44, August 25, 1992, citing *Evergreen International Airlines, Inc.*, P.S. Protest No. 86-07, May 5, 1986.

In this case, several of the issues raised by Sprint and by ENTEX, an interested party, must be dismissed as untimely raised. These include Sprint's contentions in its comments on the contracting officer's statement that Timeplex's offer is noncompliant with the solicitation, that Timeplex's proposal was misevaluated as equivalent to Sprint's proposal, that I-Net proposed unsatisfactory items and services and failed to price Ethernet transceivers, that desirable features were inappropriately assigned costs, and that the Postal Service improperly adjusted I-Net's prices downward, as well as its contentions in its reply comments that I-Net's proposal is noncompliant because it is not being managed from a single management platform. ENTEX's contentions that the evaluation failed to consider compatibility or interoperability and the cost of training associated with the I-Net approach are also untimely.<sup>24</sup>

We turn, then, to the remaining issues; the proper interpretation of the solicitation with respect to the SNMP compliance of the external devices, the pricing of Timeplex's FOIRL devices, the compression of the technical scores, and the issues of the adjustment of Sprint's prices.

We agree with the parties that the solicitation must be read as a whole, and concur with I-

<sup>24</sup> In addition, Sprint's contentions that the ten-year life cycle price evaluation was incorrect and that it was afforded insufficient time to respond to Amendment A07 are challenges to alleged deficiencies in solicitation which must be raised "by the date and time set for the receipt of proposals." PM 4.5.4. Section 3.3 of Attachment B to the solicitation stated: "Each BROUTER configuration will be evaluated on a life cycle basis over a five year period. The total BROUTER evaluation period will be 10 years (5 years from the final hardware delivery)."

Sprint's contention that the solicitation requires the external devices to be SNMP compliant also appears to be untimely. As Sprint acknowledges, it submitted an alternate proposal which included a non-compliant external device. The Postal Service found that proposal acceptable and requested Sprint's BAFO with respect to it. Sprint should have been on notice of the Postal Service's interpretation allowing non-compliant external devices at least as soon as it received the request for a BAFO on its proposal. We need not resolve the issue, since Timeplex's protest on that point is timely raised.

Net that a less restrictive reading is preferred to a restrictive one. *Doug Thompson Trucking*, P.S. Protest No. 92-67, September 22, 1992.<sup>25</sup> As so read, and with the deference to the contracting officer's interpretation which is appropriate, *IMTEC, Inc.*, P.S. Protest No. 91-26, July 5, 1991, the solicitation does not require the provision of SNMP-compliant external conversion devices. We reach that conclusion because we do not find in the solicitation, read as a whole, a specific requirement to that effect, finding instead a broader intent to allow offerors flexibility within a network in which SNA and SNMP systems are expected to coexist.

The protesters and their adherents among the interested parties may be correct that there are advantages from the standpoint of SNMP management for SNMP management of the external devices, but that viewpoint overlooks the solicitation's explicit advice that the "shared, open, managed backbone" would have initially, and would continue to have, a significant SNA component which would continue to be managed by SNA. Further, the possibility that the external devices might not be managed by SNMP was clearly suggested by B.2.1.3.2 A.10's explicit requests for detailed explanations of the external conversion process, "the proposed SDLC transport methodology," and "how the SNA portion of the network would be managed. . . ."

The other sections on which the protesters rely are not persuasive. The reference to the support of GET commands by "all offeror proposed network equipment" does not appear to have been intended to be read as broadly as the protesters propose, particularly in light of limitations inherent in at least one of the answers in the amendments.<sup>26</sup> Amendment A07 similarly offers no support. The amendment *assumes* but does not *require* the situation in which an offeror proposed an SNMP-compliant external device, allowing two ways for that device to appear on the SNMP managed network; either as a separate entity with its own SNMP agent, management variables, and IP address, or as part of a single entity with the router.<sup>27</sup>

Timeplex contends that in reliance on the advice of a procurement specialist, it priced more FOIRL devices than necessary to receive credit for the desirable feature. The contracting

<sup>25</sup> Indeed, we note that in resolving protests under the Competition in Contracting Act, the General Accounting Office will not, absent evidence of fraud or willful misconduct, consider a protester's contention that a specification should be given a more restrictive reading than that of the contracting agency, since its "role in resolving bid protests is to ensure that the statutory requirements for full and open competition have been met." *Container Products Corporation*, Comp. Gen. Dec. B-232953, 89-1 CPD 117, February 6, 1989.

<sup>26</sup> The answers to questions 29 and 32 in Amendment A04 can be understood consistently only if the former answer is amended along the lines of the latter one. It must have been intended to read "[t]he Network Management System must be capable of managing all contractor-supplied *SNMP-compliant* equipment." (Emphasis added.)

<sup>27</sup> We need not resolve the feasibility of either solution, a matter disputed herein. See footnote 21, *supra*.

officer denies that such advice was given. We need not resolve the dispute, because Timeplex should not have relied on oral advice. As provision K.6 of the solicitation, Explanation to Prospective Offerors, stated, "[o]ral explanation or instructions will not be binding." The inclusion of this language precluded Timeplex from relying upon oral advice given prior to the proposal due date. *Owens Roofing Inc.*, P.S. Protest Decision 91-75, December 3, 1991. Since the solicitation did not otherwise require the pricing of FOIRL devices in the manner which Timeplex chose, its contentions of unequal evaluation fail.

We next turn to Sprint's objection to the technical evaluation of the proposals. The determination of the relative merits of technical proposals is the responsibility of the contracting office, which has considerable discretion in making that determination. It is not the function of our office to evaluate technical proposals or resolve disputes on the scoring of technical proposals. In reviewing a technical evaluation, we will not evaluate the proposal *de novo*, but instead will only examine the contracting officer's evaluation to ensure that it had a reasonable basis. We will not overturn the determinations of a contracting officer unless they are arbitrary, capricious, or otherwise unsupported by substantial evidence. Similarly, we will not substitute our views for the considered judgment of technical personnel upon which such a determination is premised in the absence of fraud, prejudice, or arbitrary and capricious action. *Mid Pacific Air Corporation*, P.S. Protest No. 92-62, November 23, 1992.

The protester bears the burden of proving its case affirmatively. This burden must take into account the "presumption of correctness" which accompanies the statements of the contracting officer, and if such allegations do not overcome the presumption of correctness, we will not overturn the contracting officer's position. *Id.*

Here, the offers were scored on the technical factors set out in the solicitation, and were assigned points. Although initial scores theoretically could have been as high as 1600 points, practically technically acceptable proposals would be scored much lower, and those scores would be closely grouped.<sup>28</sup> The scores became more closely grouped when they were rescaled because the contracting officer weighted the points assigned for mandatory features more heavily than those assigned for desirable features and those assigned for desirable features more heavily than those for offeror experience.<sup>29</sup> This occasioned the

<sup>28</sup> Under the scoring system, points were assigned to the various categories of evaluation features. Offerors received full credit for a category if they exceeded its requirements "in all areas," less credit for exceeding its requirements in some areas, still less (usually half the total available credit) for satisfactorily meeting the requirement, slight credit for minimally meeting the requirement, and no credit for failing to meet it. Review of the scoring indicates that acceptable offerors typically were found to have met requirements, but seldom to have exceeded them, resulting in scores which clustered around the middle of the range of possible scores.

<sup>29</sup> As we understand it, the weighting was intended to reflect the relative importance which the solicitation assigned to the mandatory, desirable, and experience factors of the solicitation. The weighting, however, overlooked the fact that the relative importance of the factors had already been established by the fact that points had been assigned to the three categories in a way that already achieved the intended weighting.

"compression" of which Sprint complains.

While the rescaling of the technical scores reduced the differences between them, it had no significant effect on the technical evaluation because the scores as originally calculated also were closely ranked, so that, as the contracting officer noted in his reply comments, in either case the scores were "essentially equal."<sup>30</sup>

Where selection officials reasonably regard technical proposals as being essentially equal, cost may become the determinative factor in making an award, even where the RFP evaluation scheme assigns cost less importance than technical factors.

*Transportation Research Corporation*, Comp. Gen. Dec. B-231914, September 27, 1988, 88-2 CPD 290, citing *PRC Kentron*, Comp. Gen. Dec. B-225677, April 14, 1987, 87-1 CPD 405.

We have reviewed the technical evaluations of the Sprint and I-Net proposals, and have found no basis to challenge their reasonableness. Sprint's claim that its proposal should have been evaluated higher than I-Net's amounts to disagreement with the evaluation, which is insufficient to sustain its burden of proof. *Southern Air Transport*, P.S. Protest No. 89-56, October 3, 1989.

Similarly, we find no error in the adjustments to the Sprint and I-Net price proposals. The changes, which involved the correction of obvious errors so that the offerors' life-cycle costs could be compared on an equal footing, were appropriate. *Commonwealth Communications, Inc.*, Comp. Gen. Dec. B-209322.2, 83-1 CPD 606, June 6, 1983.

<sup>30</sup> As the Comptroller General has noted:

Whether a given point spread between offerors indicates the actual superiority of one proposal over another depends on the facts and circumstances of each procurement. While technical point scores, when used, must be considered by selection officials in arriving at their conclusion, they are not bound thereby; rather selection officials must decide whether the point scores show technical superiority and what the difference may mean in terms of contract performance. Thus, our analysis of the selection decision . . . focuses on the significance that the . . . selection official gave to the scores received by [the awardee and the protester] and to the actual differences between the proposals. We do not rely on a mechanistic view of the numbers themselves.

*JJH, Inc.*, Comp. Gen. Dec. B-247535.2, September 17, 1992, 92-2 CPD 185 (citation omitted).

The protests are denied in part and dismissed in part.

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