



GAO

Accountability * Integrity * Reliability

United States Government Accountability Office
Washington, DC 20548

Comptroller General
of the United States

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Sumaria Systems, Inc.; COLSA Corporation

File: B-412961, B-412961.2

Date: July 21, 2016

James Y. Boland, Esq., and Miranda S. Riemer, Esq., Venable LLP, for Sumaria Systems, Inc.; Robert J. Wagman Jr., Esq., and Sina Mansouri, Esq., Kaye Scholer LLP, for COLSA Corp., the protesters.

David S. Cohen, Esq., John J. O'Brien, Esq., Laurel A. Hockey, Esq., Daniel Strouse, Esq., and Amy J. Spencer, Esq., Cohen Mohr LLP, for Odyssey Systems Consulting, Ltd., the intervenor.

Col. Matthew J. Mulbarger, Lt. Col. Damund E. Williams, Department of the Air Force, for the agency.

Laura Eyester, Esq., and Cherie J. Owen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protests challenging the evaluation of the offerors' technical proposals are denied where the evaluation was consistent with the terms of the solicitation.
 2. Protests that agency engaged in disparate treatment by ignoring key portions of the solicitation when evaluating the awardee's technical proposal but not the protesters' are denied where the record shows that the differences in the evaluation stemmed from differences between the offeror's proposals.
-

DECISION

Sumaria Systems, Inc., a small business of Danvers, Massachusetts, and COLSA Corporation, a small business of Huntsville, Alabama, protest the issuance of a task order¹ to Odyssey Systems Consulting Group, Ltd., a small business of Wakefield,

¹ The awarded value of the task order at issue exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award indefinite-delivery/indefinite-quantity (ID/IQ) contracts. 10 U.S.C. § 2304c(e)(1)(B).

Massachusetts, under request for proposals (RFP) No. 24, issued by the Department of the Air Force for engineering, professional and administrative support services (EPASS). The protesters challenge various aspects of the agency's evaluation.

We deny the protest.

BACKGROUND

The Air Force issued the RFP on October 19, 2015, pursuant to Federal Acquisition Regulation (FAR) subpart 16.5, to vendors holding ID/IQ contracts under the General Services Administration's One Acquisition Solution for Integrated Services Small Business (OASIS SB) Pool 6.² RFP at 4. The solicitation contemplated issuance of a fixed-price, cost-plus-fixed-fee, and cost-reimbursable task order consisting of one base year and four option years for EPASS, to support the Air Force Life Cycle Management Center Intelligence Surveillance Reconnaissance and Special Operations Forces Directorate at Wright-Patterson Air Force Base. Id. at 4, 13, 15.

The solicitation provided for the award of a task order, using a down-select process, to the offeror whose proposal was technically acceptable³ with the lowest total evaluated price. RFP at 102. The technical evaluation factor included four subfactors: (1) task order management; (2) human resource management; (3) technical approach; and (4) technical management. Id. at 103-105. Only offerors rated as technically acceptable were evaluated for price; offerors rated as unacceptable under any of the four technical subfactors were deemed technically unacceptable and ineligible for award. Id. at 102. The RFP set forth maximum page limits for each proposal volume. As relevant here, the maximum page limit for the technical proposal volume was 30 pages.⁴ Id. at 71.

² OASIS SB is a multiple-award ID/IQ contract that provides a government-wide procurement vehicle for ordering a broad range of professional services. See www.gsa.gov/oasis (last visited on July 14, 2016).

³ A proposal would be deemed acceptable if it "clearly meets the minimum requirements of the solicitation" and unacceptable if it "does not clearly meet the minimum requirements of the solicitation." RFP at 103.

⁴ During the question and answer (Q&A) period, one business asked: "[b]ased on the details required under Subfactor 3, we would like to request a page count increase to at least 35 pages." Agency Report (AR), Tab 7, Q&A Set 2, at 2. The agency responded that the page limit would "remain at 30 pages." Id.

The solicitation stated the following, in relevant part, with respect to subfactor 3, technical approach:

SUBFACTOR 3: Technical Approach [Evaluation of Prime & Team]

Description: This subfactor evaluates the offeror's understanding of the complexity of the task order, and nature and scope of work required, specific to PWS [performance work statement] paragraphs 2.2.1, 3.3, and 3.4.

Measure of Merit [MoM]: This subfactor is met when the offeror describes, in narrative form, how it can meet PWS requirements with the resources proposed and when the offeror's approach demonstrates a comprehensive understanding of the following:

a. Nature and scope of work required, to include the specific capabilities required by this task order solicitation, labor categories/skill levels, number of positions, education, experience, and hours to support PWS requirements.

* * * * *

c. Functional areas of support, which include: Acquisition Security Support Services; Acquisition Support Services; Life Cycle Logistics Support; Engineering Support; Acquisition Program Management; Configuration and Data Management Support; Administrative Support; Test and Evaluation Management Support; Financial Management Support; Contract Management Support, and; Studies and Analysis.

RFP at 76-77, 104 (emphasis omitted).

As set forth above, the RFP specifically identified PWS paragraphs 2.2.1, 3.3, and 3.4, and required that offerors describe "in narrative form" how they would meet these requirements. Id. at 76. As relevant here, PWS paragraph 3.3, Specific Description of Services, did not contain any text under the main heading of the paragraph. Instead, the only text contained under paragraph 3.3 was found in subparagraphs and sub-subparagraphs that set forth specific descriptions relating to 10 labor categories. RFP at 19-47; AR, Tab 8, Amendment 2, at 19-48.⁵

The agency published several sets of Q&As related to the solicitation, and many of these Q&As concerned subfactor 3. One question asked whether the uniform

⁵ The protests were developed separately but each AR included common documents with the same tab numbering system. However, each Contracting Officer (CO) Statement and legal memorandum is individually identified because of the different arguments set forth in each.

pricing summary hours provided for this subfactor would satisfy the technical approach requirements for measure of merit paragraph (a). AR, Tab 8, Amendment 2, Q&A Set 3, at 6. In response, the agency explained that subfactor 3 “is met when the offeror describes, in narrative form, how it can meet PWS requirements with the resources proposed and when the offeror’s approach demonstrates a comprehensive understanding of” the measures of merit. Id. Another Q&A asked whether, for measure of merit (c), it needed to address financial management support (PWS paragraph 3.3.9) and contract management support (PWS paragraph 3.3.10) even though there were no staff-year equivalents for these positions. AR, Tab 9, Q&A Set 4, at 2. In response, the agency explained that “they need to be addressed.” Id. Another vendor asked whether certain subcategories in the PWS relating to paragraph 3.3.2.1, a subparagraph of PWS 3.3, needed to be addressed and the agency explained that “they need to be addressed.” Id.⁶

The agency received sixteen proposals, found seven technically acceptable, and evaluated the proposals of COLSA, Odyssey, and Sumaria as follows:

Evaluation Factor/Subfactor		COLSA	Odyssey	Sumaria
Technical				
	Task Order Management	Acceptable	Acceptable	Acceptable
	Human Resource Management	Acceptable	Acceptable	Acceptable
	Technical Approach	Unacceptable	Acceptable	Unacceptable
	Technical Management	Acceptable	Acceptable	Acceptable
Proposed Price		\$44,369,630	\$50,789,311	\$50,423,825
Total Evaluated Price		Not Evaluated	\$52,001,595.48	Not Evaluated

AR, Tab 36, Source Selection Decision Document (SSDD), at 3-6. Ultimately, the Air Force determined that Odyssey’s proposal was the lowest-priced technically acceptable proposal. Id. at 6.

On April 6, 2016, the Air Force notified Sumaria and COLSA that Odyssey was the apparent successful offeror and provided a post-award written debriefing. AR, Tab 37, Sumaria Notification of Unsuccessful Offeror Letter, at 1-18; AR, Tab 38, COLSA Notification of Unsuccessful Offeror Letter, at 1-18. These protests followed.

⁶ There were also several Q&As on the instructions to offerors. One question stated that the instructions addressed only a limited set of PWS paragraphs in the technical volume and asked whether it would be necessary to address PWS paragraphs not specifically “called out” in the instructions. AR, Tab 9, Q&A Set 4, at 2. The agency stated that it “will only evaluate responses to those PWS paragraphs specifically called out in the” instructions. Id.

DISCUSSION

Both Sumaria and COLSA challenge the agency's conclusion that their respective technical proposals were unacceptable, arguing that the agency's evaluation was unreasonable and contrary to the solicitation. The protesters also contend that the agency engaged in disparate treatment in its evaluation of proposals. Sumaria Protest at 10-17; COLSA Protest at 13-16. The agency contends that both Sumaria's and COLSA's proposals failed to satisfy the requirements for technical subfactor 3, specifically as they relate to measures of merit paragraphs (a) and (c), and that its evaluation of the proposals was equal and fair.

Sumaria's Technical Evaluation

Sumaria argues that the agency's evaluation singled-out discrete tasks that Sumaria failed to mention in its technical proposal with respect to PWS paragraph 3.3.4, Engineering Support Overview (and specifically relating to PWS paragraph 3.3.4.8, Flight Systems Engineering Support), and this was unreasonable because the RFP did not require that level of detail and discussion of discrete subfunctions. Sumaria Protest at 13-14, 16. Sumaria further contends that overall, it did provide information relating to PWS paragraph 3.3 in its technical proposal, but did not address discrete functions at the sub-subparagraph level, because such a level of detail was not required. Id. at 2, 13. The agency states that where the instructions identified specific PWS paragraphs, "offerors were reasonably expected to address the sub-sections" and Sumaria failed to address several functions set forth in PWS paragraph 3.3.4 relating to engineering support.⁷ Sumaria AR at 6-9.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Jacobs Technology, Inc., B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 6-7. Rather, we will review the record only to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Id. Further, where the reasonableness of the evaluation turns on the agency's interpretation of a solicitation provision, the agency's interpretation of the provision must be consistent with the solicitation when read as a whole and in a reasonable manner. Solec Corp., B-299266, March 5, 2007, 2007 CPD ¶ 42 at 2.

⁷ The agency notes that "the Engineering function comprised nearly 47% of the projected [contract man-year equivalents] proposed" under the task order. Sumaria CO Statement at 20; COLSA CO Statement at 20.

Here, the RFP stated that offerors were to describe, “in narrative form,” an “understanding of the complexity of the task order, and nature and scope of work required, specific to PWS paragraphs 2.2.1, 3.3, and 3.4.” RFP at 76, 104 (emphasis omitted). As noted above, PWS paragraph 3.3 did not contain text, but instead contained several subparagraphs of text, some of which contained further subparagraphs with subfunctions.⁸ RFP at 19-47; AR, Tab 8, Amendment 2, at 19-48. In response to Q&As concerning subfactor 3, the agency responded several times that PWS paragraph 3.3 must be addressed. See AR, Tab 8, Amendment 2, Q&A Set 3, at 6; AR, Tab 9, Q&A Set 4, at 2. For example, a vendor asked whether, for measure of merit (c), it needed to address financial management support and contract management support, which each contained sub-subparagraphs and functions, even though there were no man-year equivalents for these positions; the agency explained that “they need to be addressed.” AR, Tab 9, Q&A Set 4, at 2. Similarly, when a vendor asked whether it needed to address certain subcategories in PWS paragraph 3.3.2.1, which is a sub-subparagraph of PWS paragraph 3.3, the agency explained that “they need to be addressed.”⁹ Id. Since PWS paragraph 3.3 did not contain any text, and offerors were required to address specific information relating to PWS paragraph 3.3, we find no basis to find unreasonable the agency’s interpretation that offerors were to address all of the subparagraphs and functions of PWS paragraph 3.3 of the solicitation.

According to the technical evaluation, Sumaria was rated unacceptable under measures of merit (a) and (c) of subfactor 3.¹⁰ AR, Tab 35, Source Selection Authority (SSA) Briefing, at 49-50. With respect to measure of merit (a), the agency concluded that while Sumaria’s proposal identified particular staff positions under subfactor 2, human resources management, which directly reference PWS paragraphs relating to crew systems, subsystems, and flight mechanics engineering

⁸ Specifically, PWS paragraph 3.3 contained ten subparagraphs and fifteen sub-subparagraphs. RFP at 19-47. Several subparagraphs, such as subparagraph 3.3.4.8, flight systems engineering support, contained additional paragraphs, such as for crew systems (3.3.4.8.1), structures engineering support (3.3.4.8.2), subsystems engineering support (3.3.4.8.3), and flight mechanics engineering support (3.3.4.8.4). Id. at 33-35.

⁹ Both Sumaria and COLSA argue that these Q&As are irrelevant because they do not address the specific issue here. However, as the agency notes, the Q&As show that the agency repeatedly told offerors to address requirements at the PWS paragraph “at the sixth-level” and to address requirements even if there were no man-year requirements. COLSA Supp. AR at 6; see also Sumaria Supp. AR at 3-4.

¹⁰ With respect to the technical evaluation, the SSDD relied on and referred to the technical evaluation reports. AR, Tab 36, SSDD, at 1.

support, it nonetheless failed to specifically discuss in narrative form its understanding of those positions or how those positions will support the requirements. Id. at 49. For example, Sumaria's proposal did not "discuss anything specific to Flight Mechanics^[11] listed in the PWS such as aerodynamics, flight performance, stability, or flight control and subsystems [and] [i]nstead . . . highlights that [Deleted]." Id.; see AR, Tab 12, Sumaria Proposal, at 19-20.

With respect to measure of merit (c), the agency concluded that while Sumaria's proposal stated it has provided support in the area of flight systems engineering support, subsystems, and flight mechanics engineering support, it did not discuss those disciplines in further detail and did not provide any specific and relevant examples of experience in those areas. AR, Tab 35, SSA Briefing, at 50; see AR, Tab 12, Sumaria Proposal, at 18-20. Further, the technical evaluators did not believe that Sumaria's proposal provided anything specific relating to crew systems working group, workload measurement analysis or other crew systems specific types of support;¹² did not discuss electric power, environmental control systems, fuel and air refueling systems, hydraulic or pneumatic systems for subsystems;¹³ or aerodynamics, flight performance, stability, or flight control relating to flight mechanics. Id.; AR, Tab 12, Sumaria Proposal, at 18-20. Overall, the agency found that the proposal failed to set forth a specific discussion or examples relating to "crew systems, aircraft subsystems, or flight mechanics engineering support." Id.

Sumaria does not dispute that it failed to provide "this level of detail" since it did not believe such detail was required for these measures of merit. Sumaria Protest at 12-16. Instead, the protester contends that it generally addressed the required functions in its proposal by its description of experience and recognition of the requirements. Id. Based on the record, we find no basis to conclude that the agency's evaluation was unreasonable, or inconsistent with the stated evaluation criteria. This protest allegation is denied.

¹¹ Subparagraph 3.3.4.8.4, Flight Mechanics Engineering Support, stated that the contractor would provide flight mechanics engineering and such support would "extend to aerodynamics (internal and external), flight performance, and flight stability, flying qualities, flight control systems and subsystems." RFP at 35.

¹² Subparagraph 3.3.4.8.1, Crew Systems/Human Factors Engineering Support, stated that the contractor would, for example, assist in workload measurement and analysis, and participate in crew station working groups. RFP at 33.

¹³ Subparagraph 3.3.4.8.3, Subsystems Engineering Support, stated that the contractor would provide support to electrical power, environmental control systems, fuel and air refueling, and hydraulic and pneumatic systems, among other things. RFP at 34.

COLSA's Technical Evaluation

COLSA also argues that the agency's rating of its technical proposal as unacceptable for "its purported failure to include a specific discussion of the fifth-level PWS subparagraphs is contrary to the Solicitation's stated evaluation scheme."¹⁴ COLSA Protest at 13. COLSA contends that it followed the solicitation's instructions "by describing in narrative form its approach for meeting the PWS requirements specifically called out under Subfactor 3 with its proposed resources." COLSA Comments at 7-10. COLSA argues that, for example, for measure of merit (c) it discussed "its comprehensive overview" on how it would provide engineering support in the section of its proposal pertaining to subfactor 4, technical management. *Id.* at 9. The agency states that the solicitation required offerors to demonstrate a comprehensive understanding of PWS 3.3, which included all subparagraphs. COLSA AR at 13. The agency also stated that although COLSA addressed several sub-subparagraphs in PWS 3.3,¹⁵ it failed to address all of them and therefore it was reasonable to rate COLSA as technically unacceptable. COLSA AR at 13-20.

As discussed above, based on our review of the RFP and of the record, we find no basis to conclude that the agency's interpretation that offerors were to address the subparagraphs and functions of PWS 3.3 of the solicitation was unreasonable. With respect to the technical evaluation, the evaluators rated COLSA's proposal (like Sumaria's proposal) unacceptable under measures of merit (a) and (c) of subfactor 3. *Id.*, Tab 35, SSA Briefing, at 21-22. With respect to measure of merit (a), the agency evaluators acknowledged that sections of COLSA's proposal addressing another technical subfactor¹⁶ directly referenced PWS paragraphs relating to structures engineering support, subsystems, and flight mechanics

¹⁴ COLSA argued that under subfactor 4, the instructions informed offerors that their proposals should address the requirements in "PWS paragraphs 3.3.4.4, 3.3.5, 3.3.3 and 3.3.4.6" and therefore, if the agency wanted offerors to address specific PWS subparagraphs, those subparagraphs were "called out." Protest at 15, citing RFP at 77. However, as noted above, subfactor 3 specifically called out PWS paragraph 3.3, which did not contain any general description or even any text, but instead contained several subparagraphs, and we find that the agency's interpretation that offerors were required to address subparagraphs (and sub-subparagraphs) under PWS paragraph 3.3 was reasonable.

¹⁵ For example, COLSA addressed the subparagraphs under PWS 3.3.2, acquisition support services. AR, Tab 13, COLSA Proposal at 17-18.

¹⁶ Specifically, COLSA identified positions in its summary of hours that directly reference these PWS paragraphs. AR, Tab 35, SSA Briefing, at 21; AR, Tab 13, COLSA Proposal at 42.

engineering support. AR, Tab 35, SSA Briefing, at 21-22. However, the evaluators found that COLSA's proposal nonetheless "fails to specifically discuss the Offeror's understanding of that support or how the PWS support requirements will be met for those specific PWS paragraphs." Id. at 21.

The Air Force evaluators further explained:

For example, the Proposal does not discuss anything specific to the Structures support such as items listed in PWS paragraph 3.3.4.8.2 which include static, dynamic, vibration, or acoustic design and analysis. . . . does not discuss anything specific to Subsystems such as electric power, environmental control systems, fuel and air refueling systems, or hydraulic or pneumatic systems for subsystems as described in PWS paragraph 3.3.4.8.3. . . . does not discuss anything specific to Flight Mechanics listed in PWS paragraph 3.3.4.8.4 such as aerodynamics, flight performance, stability, or flight control and subsystems [and] [i]nstead . . . only addresses Crew Systems support in the Flight Systems Engineering Paragraph.

Id.; see AR, Tab 13, COLSA Proposal. Likewise, with respect to measure of merit (c), the agency concluded that the proposal did not discuss anything specific relating to the structures support, subsystems and flight mechanics. Id. at 22; see AR, Tab 13, COLSA Proposal, at 19.

COLSA does not dispute that it failed to provide detail relating to several sub-subparagraphs for these measures of merit and states, instead, that it addressed engineering support in a comprehensive manner throughout the proposal. See COLSA Comments at 4-10. Based on the record, however, we find no basis to conclude that the agency's evaluation was unreasonable or inconsistent with the stated evaluation criteria. This protest allegation is denied.

Unequal Treatment

Finally, both Sumaria and COLSA argue that the agency treated them unequally and subjected their proposals to a more exacting review than Odyssey's proposal. Sumaria argues that although "Odyssey addressed [the engineering support requirement of PWS 3.3.4], including each of the sub-sub-functions, in approximately five pages of text" it was only able to do so by "ignoring key PWS requirements under Subfactor 1." Sumaria Comments at 11-12. COLSA argues that "both COLSA and Odyssey took a similar approach" responding to measure of merit (a) and that Odyssey did not provide substantive responses to the functional areas of support under paragraph 3.3.4 for measure of merit (c) "but only addressed individual subparagraphs under it." COLSA Comments at 11-12. The agency argues that Odyssey's proposal provided a sufficient level of detail for all technical

functional requirements and that the evaluation was equal and fair. Sumaria CO Statement at 25-27; COLSA CO Statement at 26-28.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. Pioneering Evolution, LLC, B-412016, B-412016.2, Dec. 8, 2015, 2015 CPD ¶ 385 at 10. It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. Cubic Applications, Inc., B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218 at 7. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals. Raytheon Co., Space & Airborne Sys., B-411631, Sept. 16, 2015, 2015 CPD ¶ 361 at 8.

Regarding the evaluation of measures of merit (a) and (c) for PWS subfactor 3, the record indicates that where an offeror failed to adequately address an area such as a subparagraph or sub-subparagraph, the agency consistently assessed the failure. For example, as discussed above, both Sumaria and COLSA received an unacceptable rating for their failure to sufficiently address several subparagraphs concerning engineering support. In comparison to Sumaria's and COLSA's proposals, Odyssey's proposal addressed measures of merit (a) and (c) for PWS subfactor 3, addressed each subparagraph under paragraph 3.3.4.8 and did so in detail. Specifically, the agency concluded that Odyssey's proposal "demonstrates a comprehensive understanding of the nature and scope of work required, to include the specific capabilities required by this task order solicitation, labor categories/skill levels" and therefore the proposal met the requirements for measure of merit (a). AR, Tab 34, Proposal Analysis Report, at 38. With respect to measure of merit (c), the agency concluded that the proposal demonstrated an understanding of the eleven functional support areas, and with respect to engineering support, discussed the "distinct engineering disciplines identified in PWS Paragraph 3.3.4." Id. at 40. Based on our review of the record, we find no merit to the protester's argument that the agency engaged in unequal treatment here.

Sumaria also argued that Odyssey failed to address key PWS requirements under Subfactor 1 but the agency ignored this failure to the benefit of Odyssey. Sumaria Comments at 11-12. Subfactor 1, Task Order Management, required offerors to describe their approach to managing special operations forces and personnel recovery "specific to PWS paragraphs 4.0, 4.1, 4.2, 4.3, 4.4 and 4.5." RFP at 75, 103. The RFP stated that the agency would evaluate offerors on several measures of merit for this subfactor, including whether the offeror's approach clearly demonstrates an effective: line of authority and communication; management approach; approach to manage teaming partners and/or subcontractors; and approach for tracking status and prioritizing tasks. Id. Unlike with PWS paragraph 3.3 discussed above, PWS paragraphs 4.0 through 4.5 each contained a

general description to which an offeror could submit a response. RFP at 49-56. Further, as the agency explains, “not every subparagraph within these PWS sections was relevant to the four sub-MoMs offerors were required to address under subfactor 1 in order to be technically acceptable.” Sumaria Supp. AR at 5.¹⁷

The agency concluded that all three offerors met the measures of merit for subfactor 1. Although Sumaria’s proposal specifically referenced each subparagraph under PWS 4.0 through 4.5, neither COLSA’s nor Odyssey’s proposals contained headings referencing these PWS headings by number. However, the proposals of both COLSA and Odyssey addressed each of the measures of merit for the general PWS paragraphs 4.0 through 4.5, as required by the solicitation. See Sumaria Supp. AR at 5-10 (citing AR, Tab 10, Odyssey Technical Proposal, at 11-15). As a result, the proposals of both COLSA and Odyssey were rated acceptable under subfactor 1. Upon review of the record, we find that the agency reasonably evaluated the offerors under subfactor 1 and 3, that the ratings for those factors are supported by underlying documents, and that the proposals were evaluated equally. For these reasons, this protest allegation is denied.

We deny the protests.

Susan A. Poling
General Counsel

¹⁷ For example, there were subparagraphs relating to telecommuting, duty hours and the kick-off meeting. RFP at 50-51.