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**Comptroller General
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**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: Allied Technology Group, Inc.

File: B-402135; B-402135.2

Date: January 21, 2010

Frederick W. Claybrook, Jr., Esq., James G. Peyster, Esq., Gunjan R. Talati, Esq., and Lindsay P. Denault, Esq., Crowell & Moring LLP, for the protester.

Jacob B. Pankowski, Esq., and David P. Goodwin, Esq., Greenberg Traurig, LLP, for Monster Government Solutions, LLC, an intervenor.

Morton J. Posner, Esq., and Barry C. Hansen, Esq., Department of Justice, for the agency.

Louis A. Chiarella, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency improperly conducted discussions with awardee is denied where the record demonstrates that the agency properly limited its exchanges with the awardee to permissible clarifications.
 2. Protester's quotation submitted in response to a solicitation issued for a solution to automate the agency's personnel recruitment and hiring processes that took various exceptions to material terms and conditions of the solicitation was reasonably found unacceptable by the agency.
 3. Protester is not an interested party to challenge the agency's price and technical evaluations and subsequent source selection determination where protester would be ineligible for selection even if protest of evaluation were sustained.
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DECISION

Allied Technology Group, Inc., of Rockville, Maryland, protests the issuance of a blanket purchase agreement (BPA) by the Department of Justice (DOJ) to Monster Government Solutions, LLC (MGS), of McLean, Virginia, under MGS' General Services Administration (GSA) Federal Supply Schedule (FSS) contract, pursuant to request for quotations (RFQ) No. DJJV-09-RFQ-0543 for an automated integrated staffing, recruitment, and position classification system. Allied argues that the agency's evaluation of vendors' quotations and source selection decision were improper.

We deny the protest.

BACKGROUND

The procurement was for an automated recruiting system (ARS) and front-end personnel action request system for DOJ. In general terms, an ARS allows electronic creation of position descriptions, electronic posting of vacancy announcements, on-line and automated submission of employment applications, tracking of employment applications, automated generation of certificates of eligible applicants, and other staffing-related capabilities. The acquisition was intended to fulfill the agency's objective of procuring an ARS for the Justice Management Division that would support its personnel office and adhere to all DOJ security requirements; a second purpose was to have a contract vehicle in place that other components of DOJ could use to acquire the same ARS.¹ Statement of Work (SOW) at 4-6; Agency Report (AR), Nov. 16, 2009, at 10.

The solicitation, issued on March 2, 2009, to holders of GSA FSS contracts for human resources and equal employment opportunity services, contemplated the issuance without discussions of a BPA with fixed-price contract line items (CLIN) for a base year together with four 1-year options. The solicitation included a statement of work, instructions to vendors regarding the preparation of quotations, and the evaluation factors for award. The RFQ set out three technical evaluation factors and their relative importance--technical merit (60%); oral/system presentation (30%); and past performance (10%)--as well as price. The technical factors, when combined, were significantly more important than price. The agency would select the vendor whose quotation represented the best value to the government, all factors considered. RFQ Evaluation Factors at 1-3

Two vendors, Allied and MGS, submitted quotations by the April 30 closing date. An agency technical evaluation panel (TEP) evaluated vendors' quotations using a point scoring system that was set forth in the RFQ. The evaluation ratings and prices of the Allied and MGS quotations were as follows:

¹ Approximately 11,000 agency employees would initially be covered by the ARS; this number was expected to increase as additional DOJ components implemented the new system. Statement of Work at 5.

Factor	Allied	MGS
Technical Merit (60)	51.1	46.2
System Demonstration (30)	22.9	23.5
Past Performance (10)	9.5	9.79
Total (100)	83.5	79.49
Evaluated Price	\$7,000,486 ²	\$3,204,351

AR, Tab 8, TEP Report, at 15; Tab 3, Source Selection Decision, at 5.

The contracting officer as source selection authority subsequently reviewed vendors' quotations as well as the TEP's evaluation ratings and findings. He considered the various exceptions Allied's quotation had taken to the solicitation's terms and conditions, and concluded that "these exceptions are a refusal by Allied/Avue³ to accept material requirements, provisions, terms and conditions, and clauses of the RFQ, and result in Allied/Avue's quote being unacceptable from a business standpoint." *Id.*, Tab 3, Source Selection Decision, at 4. The contracting officer nevertheless decided to also perform a best value comparison between the Allied and MGS quotations. He determined that Allied's slight technical advantage did not overcome MGS' overwhelming price advantage.⁴ Accordingly, the contracting officer found that "even if Allied/Avue's business proposal were acceptable, which it is not, [MGS] still represents the best value to the Department." *Id.* at 6. This protest followed.

DISCUSSION

Allied's protest raises numerous challenges to DOJ's evaluation of vendors' quotations and source selection decision. Allied argues that certain agency

² Allied's evaluated price of \$7,000,486 was based on the annual prepayment of the ARS services being procured, in contrast to the RFQ's invoicing provision that payments would be made monthly in arrears. Allied's corresponding price based on monthly payments in arrears was \$11,698,107. AR, Tab 6, Allied Clarifications, at 4.

³ According to the record, Allied is a "reseller" of ARS products produced by Avue Technologies Corporation.

⁴ The contracting officer also found that MGS' price advantage over Allied would increase if additional components of DOJ joined the BPA (as was expected), and that Allied's evaluated price was based on the annual prepayment of services (to which the agency would not agree). "Therefore," the contracting officer concluded, "the true difference in proposed costs between Monster and Allied/Avue is even higher than detailed above." *Id.* at 6.

exchanges with MGS, which the agency regarded as clarifications, in fact amounted to discussions. The protester also alleges that DOJ's determination that Allied's quotation was unacceptable was improper, and that MGS' quotation should have been found unacceptable. Allied also asserts that the agency's technical, past performance, and price evaluations, and source selection decision, were improper. Although we do not specifically address all of Allied's issues and arguments, we have fully considered them and find they provide no basis on which to sustain the protest. As detailed below, we find that the agency properly limited its communications with MGS to clarifications, that DOJ reasonably found Allied's quotation to be unacceptable (and MGS' quotation to be acceptable), and thus that Allied is not an interested party to challenge other aspects of the agency's evaluation and source selection decision.

Alleged Discussions with MGS

Allied argues that DOJ improperly conducted discussions only with MGS by allowing it to submit responses to two questions posed by the agency. As explained below, we conclude that the exchanges at issue here did not constitute discussions.

The solicitation, as originally issued, set forth 24 CLINs for which vendors' quotations were to provide prices: CLIN 0001 was for transition costs to the new system; CLINs 0002–0023 were for ARS services for various ranges of DOJ employees potentially covered by the system;⁵ and CLIN 0024 was the “monthly transition price,” if services were needed by the agency for a period of up to 6 months at the end of the BPA. The agency subsequently amended the RFQ to clarify that, in terms of pricing CLIN 0024, vendors' prices would be determined based on the employee range CLIN being utilized at the end of BPA performance (i.e., the monthly cost for the transition period would be one-twelfth of the annual cost of the CLIN the agency was then utilizing). RFQ amend. 1, at 4. The quotation preparation instructions also informed vendors that “[a]ll CLINs shall be proposed as firm fixed prices.” RFQ Instructions, at 5. While the SOW required vendors to provide monthly transition services if needed by the government, id., the quotation preparation instructions did not require that vendors' price quotations expressly acknowledge or agree to perform CLIN 0024.

MGS' price quotation contained the RFQ's price quotation instruction language, and included prices for CLINs 0001–0023 for the base period and each option period. With regard to CLIN 0024 (Monthly Transition), MGS' quotation stated, “n/a.” MGS' price quotation also contained various narrative comments, including statements that “CLINs 1 through 23 are proposed as firm fixed prices,” and “[p]ricing does not

⁵ For example, CLIN 0002 was for annual ARS services for 5,000–10,000 employees, while CLIN 0023 was for annual ARS services for 110,001–115,000 employees. SOW at 3.

include Organization and Change Management, Expunge/Delete Services, as well as establishment of Dedicated Environments, which will need to be separately scoped and priced.” AR, Tab 14, MGS Price Quotation, at 3-4.

Following receipt of quotations, the DOJ contracting officer sent MGS an email asking whether the vendor would allow the government to extend the contract, if awarded to MGS, on a monthly basis at a cost of one-twelfth the appropriate CLIN as stated in the RFQ (as called for by CLIN 0024). Also, with regard to the comment in MGS’ quotation stating that “[p]ricing does not include Organization and Change Management, Expunge/Delete Services, as well as establishment of Dedicated Environments, which will need to be separately scoped and priced,” the agency asked the vendor to “explain what these services are and if [MGS] is stating it will need to perform these services to meet the Government’s requirement.”⁶ AR, Tab 5, MGS Clarifications, at 1.

In its reply, MGS affirmed that it would allow the agency to extend the contract, if awarded to MGS, on a monthly basis at a cost of one-twelfth the appropriate CLIN as stated in the RFQ. Additionally, in response to the second question, MGS stated that the pricing for all services required by the RFQ was included in its submitted price quotation, and that “[n]either Organization and Change Management, nor Expunge/Delete Services, nor Dedicated Environments will be required to fulfill the Government’s requirements.”⁷ Id. at 3.

As discussed above, the RFQ established the agency’s intent to issue a BPA without the use of discussions. Federal Acquisition Regulation (FAR) § 15.306 describes a spectrum of exchanges that may take place between an agency and offeror during negotiated procurements.⁸ Clarifications are “limited exchanges” between the agency and offerors that may allow offerors to clarify certain aspects of proposals or to resolve minor or clerical errors. FAR § 15.306(a)(2). Discussions, on the other

⁶ The DOJ contracting officer also asked MGS a third question, which Allied does not challenge. Protest, Nov. 27, 2009, at 6.

⁷ As MGS essentially informed the contracting officer that its price quotation did not include features which were not required by the RFQ, the vendor then requested that the agency strike “this standard MGS language” from its price quotation. Id. at 3.

⁸ The procurement here was conducted under the FSS provisions of FAR subpart 8.4, and thus the negotiated procurement provisions of FAR part 15 do not directly apply. However, our Office has held that where agencies use the negotiated procurement techniques of FAR part 15 in FSS buys, such as discussions, we will review the agency’s actions under the standards applicable to negotiated procurements. The Analysis Group, LLC, B-401726, B-401726.2, Nov. 13, 2009, 2009 CPD ¶ 237 at 2 n.1; TDS, Inc., B-292674, Nov. 12, 2003, 2003 CPD ¶ 204 at 6 n.3.

hand, occur when an agency indicates to an offeror significant weaknesses, deficiencies, and other aspects of its proposal that could be altered or explained to enhance the proposal's potential for award. FAR § 15.306(d)(3); IPlus, Inc., B-298020, B-298020.2, June 5, 2006, 2006 CPD ¶ 90 at 3. The "acid test" for deciding whether discussions have been held is whether it can be said that an offeror was provided the opportunity to modify or revise its proposal. Colson Servs. Corp., B-310971 et al., Mar. 21, 2008, 2008 CPD ¶ 85 at 13; Computer Scis. Corp., et al., B-298494.2 et al., May 10, 2007, 2007 CPD ¶ 103 at 9-10. In our view, the agency's exchange with MGS here did not constitute discussions.

With regard to CLIN 0024, vendors were not required to submit a price; rather, the RFQ established how the pricing for CLIN 0024 would be determined (*i.e.*, the monthly transition price would be one-twelfth of the annual cost of the CLIN that the agency was utilizing at the time the CLIN was ordered). Further, the RFQ instructions did not require that vendors' price quotations expressly acknowledge or agree to perform CLIN 0024. We find that it was proper for DOJ to allow MGS to address the missing confirmation regarding the application of CLIN 0024 through a clarification. See S4, Inc., B-299817, B-299817.2, Aug. 23, 2007, 2007 CPD ¶ 164 at 7 (agency request for affirmation or confirmation that offeror would perform a duty already encompassed by the solicitation was a clarification); Kuhana-Spectrum Joint Venture, LLC, B-400803, B-400803.2, Jan. 29, 2009, 2009 CPD ¶ 36 at 10 (offeror's missing affirmation of its representations and certifications correctable through a clarification). Moreover, as MGS' quotation stated that its prices for CLINs 0001-0023 were all fixed prices, and the pricing for CLIN 0024 was to be mechanically derived from the vendor's other CLINs, we find no merit in Allied's argument that MGS had not agreed to a firm-fixed price for CLIN 0024.

Similarly, we conclude that the exchange between DOJ and MGS regarding the quotation's reference to Organization and Change Management, Expunge/Delete Services, and Dedicated Environments was a clarification and not discussions. The contracting officer contacted MGS for explanation regarding a specific comment in MGS' price quotation. MGS responded that the submitted prices covered all ARS services required by the RFQ, and that while its price quotation did not include Organization and Change Management, Expunge/Delete Services, and Dedicated Environments, neither were such services required to fulfill the RFQ's stated requirements. In our view, as the contracting officer merely sought to clarify MGS' price quotation, and MGS was not given an opportunity to materially change its price quotation, the exchanges constituted a permissible clarification.⁹ See IPlus, Inc., supra; Park Tower Mgmt. Ltd., B-295589, B-295589.2, Mar. 22, 2005, 2005 CPD ¶ 77 at 7.

⁹ We also find no merit in Allied's argument that MGS' request that DOJ strike the surplus language of its quotation here turned what were otherwise clarifications into discussions.

Unacceptability Determination Regarding Allied's Quotation

Allied challenges DOJ's determination that its quotation was unacceptable. The protester contends that the agency's determination was inconsistent with the terms of the solicitation, that Allied was not in fact "disqualified" from the competition (as evidenced by the agency's best value tradeoff determination), and that the contracting officer disqualified Allied only as a means of defending against a protest.

Where a protester challenges an agency's evaluation resulting in the rejection of its quotation as unacceptable, our review is limited to considering whether the evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement statutes and regulations. National Shower Express, Inc.; Rickaby Fire Support, B-293970, B-293970.2, July 15, 2004, 2004 CPD ¶ 140 at 4. The protester's mere disagreement with the agency's judgment does not establish that an evaluation was unreasonable. CAE USA, Inc., B-293002, B-293002.2, Jan. 12, 2004, 2004 CPD ¶ 25 at 6. Our review of the record shows the agency's evaluation of Allied's quotation here to be unobjectionable.

The RFQ quotation preparation instructions stated, in relevant part, that:

The offeror shall include a copy of any documentation other than this BPA that the offeror will request the government to sign or attach to the BPA . . . in order to receive the offeror's services (i.e., Master Subscription Agreement (MSA), Service Level Agreement (SLA), etc.). The offeror shall highlight any provisions that conflict with the terms and conditions outlined in [the RFQ]. These documents will be reviewed by the government. Any terms and conditions that are considered unacceptable by the government and cannot be resolved may result in the offeror being removed from consideration. Conflicting provisions will be considered as exceptions to the terms and conditions of the RFQ.

* * * * *

Any exceptions taken to the terms and conditions of the RFQ shall be stated in this section. . . . The offeror is advised that any exception taken to the terms and conditions of the RFQ may adversely impact its evaluation rating.

RFQ Quotation Preparation Instructions at 4.

Allied's quotation stated that:

The [Allied-Avue] offering is a fixed-fee subscription service provided to all Avue clients on the same terms and conditions Each client is

governed by the same Master Subscription Agreement terms that provide Avue with the consistency that is mandatory in order to generate the tremendous cost savings Avue achieves for its clients. . . . Accordingly, this proposal expressly assumes that the client will join the rest of Avue's subscribers and accept the terms and conditions of the Master Subscription Agreement, with the MSA included in the contract award, and the MSA will be given the first order of precedence so as to prevail over any contrary terms contained in the contracting documents.

AR, Tab 11, Allied Technical Quotation, at 125. Allied's quotation then set forth the various exceptions taken between the RFQ's terms and conditions and the Avue MSA, including the Order of Precedence, Confidentiality of Data, Government Rights in Data Produced Under the Contract, Invoices, and Inspection and Acceptance provisions. Id. at 209.

As part of his source selection determination, the contracting officer considered the following numerous exceptions which the agency found Allied's quotation had taken to the RFQ's terms and conditions:

- Avue's MSA would take precedence over all other agreements/terms and conditions (and Allied wanted the RFQ's order of precedence clause removed from the solicitation)
- Allied's quotation stated that, if the government wanted to perform penetration testing (RFQ Security Requirement #112), Avue would require "extensive financial indemnity coverage" for which the government must pay
- Allied wanted the RFQ provision regarding the government's requirement for monthly billing in arrears removed
- Allied wanted Avue's MSA, rather than the RFQ, to take precedence regarding confidentiality of data, government rights in data produced under the contract, and inspection and acceptance
- Allied's quotation stated that fees must be paid up front to get the proposed price discount (while the RFQ provided that all invoices would be paid monthly in arrears)
- Allied's quotation stated, "any early termination of this Agreement shall not result in a refund or reduction of the Annual Subscription Fees and the Annual Extranet Fees for that portion of the Subscription period so terminated, regardless of whether such fees are paid on an annual or monthly basis."

Id., Tab 3, Source Selection Decision, at 4. The contracting officer concluded that "these exceptions are a refusal by Allied/Avue to accept material requirements, provisions, terms and conditions, and clauses of the RFQ, and result in Allied/Avue's quote being unacceptable from a business standpoint." Id.

We conclude that the contracting officer's decision to find Allied's quotation unacceptable was reasonable and consistent with the RFQ's stated evaluation criteria. As detailed above, Allied's quotation took extensive exceptions to the RFQ's terms and conditions, including the Order of Precedence, Confidentiality of Data, Government Rights in Data Produced Under the Contract, Invoices, Termination, and Inspection and Acceptance provisions. The contracting officer fully considered the nature and extent of the exceptions that Allied's quotation had taken to the RFQ's terms and conditions. He then concluded that the exceptions represented a refusal by Allied to accept material requirements of the RFQ and, as a result, Allied's quotation was unacceptable to the agency.

Allied does not dispute that its quotation took exceptions to the RFQ's terms and conditions. Rather, the protester argues that the contracting officer did not have the discretion to disqualify Allied, without notice and/or discussions, for the exceptions taken. As detailed above, the RFQ stated that the agency intended to make its selection decision on the basis of initial quotations without holding discussions. The solicitation also informed vendors that although exceptions to the RFQ's terms and conditions were not impermissible *per se*, the agency would analyze the nature and extent of the vendor's exceptions; any exceptions taken could adversely affect the vendor's evaluation rating or even render the vendor's quotation unacceptable. The solicitation provisions adequately notified vendors of the risks of taking exception to the RFQ terms and conditions, including the possibility of being found unacceptable without discussions.¹⁰

We also find unpersuasive Allied's contention that no reasonable person could conclude that the exceptions it had were so major or critical as to warrant a finding of unacceptability. As the quoted excerpts above from the source selection decision indicate, it clearly was reasonable for the agency to conclude that Allied had taken

¹⁰ As noted above, the RFQ stated that "[a]ny terms and conditions that are considered unacceptable by the government and cannot be resolved may result in the offeror being removed from consideration." RFQ Quotation Preparation Instructions at 4. To the extent Allied interprets the phrase "and cannot be resolved" as mandating discussions prior to a determination of unacceptability, in direct conflict to the solicitation provision stating that selection would be made without discussions, such a patent ambiguity should have been protested prior to the closing date for the submission of quotations in order to be considered timely. See 4 C.F.R. § 21.2(a)(1) (2009); *CRAssociates, Inc.*, B-297686, Mar. 7, 2006, 2006 CPD ¶ 61 at 6. Having failed to do so, Allied may not now assert that the only legally permissible interpretation of the language is its own. See *Kellogg Brown & Root, Inc.*, B-291769, B-291769.2, Mar. 24, 2003, 2003 CPD ¶ 96 at 8-9. In any event, we think the protester's expansive interpretation of the phrase "and cannot be resolved" is unreasonable, reading the RFQ as a whole.

exception to material provisions of the RFQ, such as various pricing terms, and data rights and data confidentiality provisions.¹¹

Acceptability of MGS' Quotation

Allied argues that the agency should have found MGS' quotation unacceptable.¹² The protester asserts that the awardee failed to meet three technical requirements, each of which should have resulted in disqualification. Although we do not specifically address all of Allied's arguments regarding the agency's determination of MGS' acceptability, we have fully considered them and find they provide no basis on which to sustain the protest.

For example, Allied argues that MGS' quotation was unacceptable because it failed to comply with the solicitation's Section 508 compliance requirements.¹³ The RFQ required the vendor's ARS to be compliant with Section 508, and the vendor's quotation to certify compliance with the Section 508 requirements. SOW at 12; RFQ attach. 2, Section 508 Compliance Certification. MGS' quotation included the requisite certification that its ARS complied with Section 508 and applicable accessibility standards. AR, Tab 13, MGS Technical Quotation, at 21, 48-50. Additionally, in the "exceptions" section of its technical quotation, MGS stated that

¹¹ There is also no evidence to support Allied's other assertions that the contracting officer's unacceptability determination was a post hoc exercise, or a pretext in anticipation of a potential protest.

¹² As a preliminary matter, we conclude that Allied is an interested party to challenge MGS' acceptability even though the protester's quotation was found unacceptable. In order for a protest to be considered by our Office, a protester must be an interested party, which means that it must have a direct economic interest in the resolution of a protest issue. 4 C.F.R. §§ 21.0(a)(1), 21.1(a) (2009); Cattlemen's Meat Co., B-296616, Aug. 30, 2005, 2005 CPD ¶ 167 at 2 n.1. A protester is generally an interested party to challenge the evaluation of the selected firm's quotation where there is a reasonable possibility that the protester's quotation would be in line for selection if its protest were sustained. Joint Mgmt. & Tech. Servs., B-294229, B-294229.2, Sept. 22, 2004, 2004 CPD ¶ 208 at 9. However, since MGS was determined to be the only vendor that had submitted an acceptable quotation, if the protest here were sustained, MGS would not be eligible for award and the agency would be faced with resoliciting the requirement. Since Allied would be eligible to compete on such a resolicitation, Allied is an interested party. See Executive Protective Sec. Serv., Inc., B-299954.3, Oct. 22, 2007, 2007 CPD ¶ 190 at 3 n.3.

¹³ Section 508 of the Rehabilitation Act of 1973, as amended, requires that federal agencies' electronic and information technology be accessible to people with disabilities. 29 U.S.C. § 794d (2006).

its ARS had been independently tested for compliance with Section 508 requirements, with the result being, “Hiring Management (HM) – Employer 5.0 [the ARS offered by MGS] is generally compliant with exceptions to the relevant Section 508 requirements. HM – Employer 5.0 has minor compliance exceptions with the accessibility of forms, test equivalents for non-text elements, and keyboard accessibility.” Id. at 47.

We find DOJ’s determination that MGS’ quotation was acceptable, notwithstanding its stated exception, to be reasonable. MGS’ quotation stated that its ARS had been subject to independent testing for Section 508 requirements, and was found to be “generally compliant.” Further, the compliance exceptions that did exist reasonably were found to be minor ones. We see no merit in Allied’s argument that MGS’ minor compliance exceptions to the Section 508 requirements mandated a determination of unacceptability.

Allied also argues that the agency should have found MGS’ quotation unacceptable because MGS will not comply with the RFQ requirement prohibiting the use of social security numbers. The protester contends that although MGS’ quotation stated that it would comply with this requirement, a review of MGS’ current ARS (i.e., USAJobs) indicates otherwise. The agency argues that the requirement here does not prohibit a vendor’s ARS from asking for social security numbers—only from making it the unique identifier to an applicant’s records—and MGS’ quotation affirmatively certified that it would comply with the stated requirement.

We again find no merit in the protester’s argument. The solicitation required each vendor’s ARS to use unique employee identifiers in lieu of social security numbers or other personally identifiable information, RFQ amend. 1, attach. 1, at 15 (Security Requirement 107); it did not prohibit a vendor’s system from asking for social security numbers or other personally identifiable information (e.g., names, addresses).¹⁴ MGS’ quotation affirmatively certified that it would comply with this requirement. AR, Tab 13, MGS Technical Quotation, at 39. Based on this information, the agency had no reason to question MGS’ representation that it would comply with the requirement for unique employee identifiers.

Other Issues

Allied also protests other aspects of the agency’s evaluation of MGS’ quotation and subsequent source selection decision (which do not go to MGS’ acceptability). Allied is not an interested party to raise these issues. As discussed above, the agency

¹⁴ To the extent Allied contends that the RFQ should be interpreted as also precluding the collection and use of social security numbers, its protest is untimely. See 4 C.F.R. § 21.2(a)(1); Sea Box, Inc., B-401523, B-401523.2, Sept. 25, 2009, 2009 CPD ¶ 190 at 3-4.

reasonably found Allied's quotation to be unacceptable and MGS' quotation to be acceptable. As Allied thus is ineligible for selection under the RFQ, Allied is not an interested party to challenge other aspects of the agency's evaluation and selection of MGS. See Ridoc Enter., Inc., B-292962.4, July 6, 2004, 2004 CPD ¶ 169 at 9.

The protest is denied.

Lynn H. Gibson
Acting General Counsel